



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

July 16, 2024

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

- **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

- **PRESENTATIONS AND PROCLAMATIONS**

- **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 on a motion and a second, 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 June 18, 2024. **(City Clerk Sibbitt)**
2. Approval of Police Department Vehicle Purchases. **(Assistant Police Chief McKinstry)**
3. Approval for Authorization to Proceed with a Contract for Sale of City-owned Property Identified as 1 Taylor St. **(Concurrency & Commitment Coordinator McFarlane)**
4. Approval of Ocoee Christian Church Parking Lease Agreement. **(Concurrency & Commitment Coordinator McFarlane)**
5. Approval of Proposed Tentative Millage Rate for Fiscal Year 2024-2025 Budget. **(Finance Director Roberts)**
6. Approval to set Workshop and Hearing Dates for FY 2024/2025 Budget Process. **(Finance Director Roberts)**
7. Approval of 2024-2028 Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with Orange County Sheriff's Office. **(Police Chief Ogburn)**
8. Approval for Declaration of City Surplus Property. **(Procurement Manager Tolbert)**
9. Approval of 2023-2024 Budget Vehicle and Equipment Purchases. **(Public Works Director Krug)**

- **FIRST READING OF ORDINANCE**

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

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

11. Second Reading of Ordinance for Fountains West PUD - 2nd Substantial Amendment to Lot 8 of Fountains West PUD (Planned Unit Development), Project No. RZ-24-05-06. **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

• **REGULAR AGENDA**

12. City of Ocoee's 100-Year Anniversary Celebration. **(Acting Support Services Director Gaines)**
13. Discussion and Direction on Gettings Recording Studio Lease Agreement. **(Development Services Director Rumer)**

• **COMMENTS FROM COMMISSIONERS**
(Limit to Five Minutes)

• **ADJOURNMENT**

APPEALS: 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.

ACCOMMODATIONS FOR DISABILITIES: 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.

June 18, 2024

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Brad Lomneck**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Commissioner Wilsen**. **City Clerk Sibbitt** called the roll and declared a quorum present.

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

Also Present: Assistant City Manager Shadrix, City Attorney Ardaman, City Clerk Sibbitt

• **PRESENTATIONS AND PROCLAMATIONS 6:17 PM**

Vision Zero Safety Action Plan Presentation by MetroPlan Orlando - **Mighk Wilson**, *Senior Transportation Planner at MetroPlan Orlando*, presented a PowerPoint on Vision Zero, detailing efforts to ensure safe roadways both regionally and nationally. He summarized crash and fatality statistics, while **Ryan Mansfield** from Kittelson & Associates, Inc. discussed specific safety projects to be included in the City's Vision Zero Safety Action Plan.

The City Commission was given the opportunity to share comments and have any questions addressed.

• **STAFF REPORTS AND AGENDA REVIEW- 6:30 PM**

City Attorney Ardaman provided a brief update on the Orange County Charter Amendments and informed that a memorandum containing the City's feedback has been submitted to Orange County.

Public Works Director Krug provided an update on sidewalk repairs and the accessible link on the City's website that provides completed and upcoming repairs. The City Commission thanked the Public Works Team and emphasized the need for a press release or notification to inform residents about this informational tool.

• **PUBLIC COMMENTS 6:36 PM**

The following persons addressed the City Commission:

- **Georges Darius**, *Ocoee Resident*, presented Officer Bode with a special custom gold pin, as a gesture of thanks and appreciation for his service.
- **Jim Moyer**, *Ocoee Resident*, thanked UCF for bringing their Speaker Series Workshop on Inclusive Communications to the Human Relations Diversity Board. He further announced the observances recognized in June and July.

The following Ocoee High School FFA Students and Teachers expressed their concerns with new

developments surrounding the school and how they could affect the FFA program and the access to their farm and animals:

- **Payton Grant**, *Ocoee High School Student*
- **Ava Yarborough**, *Ocoee High School Student*
- **Zyah Pierre**, *Ocoee High School Student*
- **Madelyn Young**, *Ocoee High School Student*
- **Colton Glover**, *Ocoee High School Student*
- **Amy Anderson**, *Ocoee High School FFA Instructor*
- **Thomas Lightbody**, *Ocoee High School FFA Representative*

Assistant City Manager Shadrix informed the City Commission that there is no intention from either the City or the Developer to disrupt this program. Many years ago, the City entered into a PUD agreement with Orange County Public Schools and Orange County, establishing a zoning land use plan known as the PUD Land Use Plan, which has always included development plans. The City has been working closely with the Developer and the School Board to address this matter and has developed a plan to ensure necessary access. However, it was noted that the School Board should have originally requested a PUD Amendment, which would have prompted a site plan and allowed for accommodations for future development. The City is hopeful of resolving all issues by the end of this week.

- **Sheron Seiter**, *Ocoee Resident*, asked if the City and OCPS meetings are open to the public. **Assistant City Manager Shadrix** informed her that these are private staff level meetings and **Mayor Johnson** informed her that she can go to the School Board Meetings.

- **Douglas Oliveck**, *Ocoee Resident*, expressed his concerns with the traffic studies and safety, in the area.

Recess 7:21 PM - 7:31 PM

- **Brad Lomneck**, *Ocoee Resident*, expressed his concerns for pedestrian safety, at the crosswalk intersection of Montgomery Avenue and Orlando Avenue. He presented a video to the audience and the Commission, and requested the Commission to direct staff to address this issue. He further expressed his concerns with the beautification of the area.

Commissioner Wilsen concurred with all comments made by Mr. Lomneck. She addressed his suggestions of a four-way stop and stated that there is no irrigation down Montgomery Avenue, to help with the beautification process.

Mayor Johnson agreed that this area is a dangerous area. He also encouraged everyone to work together to get the landscaping done.

- **Gary Smith**, *Ocoee Resident*, expressed his belief that there is drip irrigation installed along Montgomery Avenue. for the Crape Myrtles, and there is also a reclaimed water line waiting to connect to Admiral Pointe. **Public Works Director Krug** stated that he is unaware of a drip system in that specific area, and further explained to connect Admiral Pointe, the City would need to install an entire irrigation system, as the water line feeding Admiral Pointe passes through

Veronica Circle rather than directly down Montgomery Ave. He further emphasized that while it is technically feasible, it depends on the associated costs.

Commissioner Kennedy asked for a consensus from the Commission, for staff to begin addressing the safety issue. **Consensus of the City Commission was to direct staff to look at the intersection of Montgomery Avenue and Orlando Avenue.**

- **Robert Young, Pastor of Victory Tabernacle**, stated that they serve the citizens by providing food in the area of Kissimmee Avenue and Silver Star Road. He asked what can the City can do to get that road paved. **Public Works Director Krug** stated that he and his team are working on a solution. **Mr. Young** further inquired about a property he is interested in purchasing for his church, and **Development Services Director Rumer** explained what the intended use for that area is.

• **CONSENT AGENDA 7:54 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Item #1-5; Moved by Commissioner Wilsen, seconded by Commissioner Oliver. Motion carried unanimously.

1. Approval of Minutes from the Regular City Commission Meeting held June 4, 2024. **(City Clerk Sibbitt)**
2. Approval of Agreement Renewal for Code Enforcement Board Attorney. **(Acting Support Services Director Gaines)**
3. Approval to Submit Application to the Firehouse Subs Public Safety Foundation for the Purchase of Fire Safety Education Equipment. **(Deputy Fire Chief Van Camp)**
4. Approval of the Utility Easement Agreement for Christian Brothers Automotive Development. **(Development Engineer Keaton)**
5. Approval of Ocoee Oaks Joint Venture Large-Scale Final Subdivision Plan: Project No. LS-2023-004. **(Zoning Manager Whitfield)**

• **FIRST READING OF ORDINANCE 7:54 PM**

6. First Reading of Ordinance for Fountains West PUD - 2nd Substantial Amendment to Lot 8 of Fountains West PUD (Planned Unit Development). **(Zoning Manager Whitfield)**

City Attorney Ardaman 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 July 16, 2024, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:55 PM**

7. Second Reading of Ordinance for 338 N. Bluford Avenue - Rodriguez Property Small Scale Comprehensive Plan Future Land Use Map Amendment from LDR (Low Density Residential) to COMM (Commercial) and corresponding Rezoning from R-1AA (Single Family Dwelling) to C-2 (Community Commercial); Project No(s). CPA-2024-005 & RZ-24-03-04. **(Development Services Director Rumer)**

Development Services Director Rumer presented a brief overview of the subject parcel located on the west side of N. Bluford Avenue and north of W. Silver Star Road. The property contains approximately 0.44 acres and is currently vacant, and located in an area that is transitioning to commercial. The property owner wishes to reclassify the future land use from Low Density Residential (LDR) to Commercial (COMM) and rezone it from R-1AA (Single-Family Dwelling District) to C-2 (Community Commercial). There is no proposed use at this time.

City Attorney Ardaman read the titles of the ordinances.

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

Motion: Move to adopt Ordinance No. 2024-22, for 338 N. Bluford Avenue - Rodriguez Property Small Scale Comprehensive Plan Future Land Use Map Amendment from LDR (Low Density Residential) to COMM (Commercial); Project No. CPA-2024-005, subject to staff's recommendation; Moved by Commissioner Wilsen, Seconded by Commissioner Firstner. Motion carried unanimously.

Motion: Move to adopt Ordinance No. 2024-23, for 338 N. Bluford Avenue - Rodriguez Property Rezoning from R-1AA (Single Family Dwelling) to C-2 (Community Commercial); Project No. RZ- 24-03-04, subject to staff's recommendation; Moved by Commissioner Wilsen, Seconded by Commissioner Firstner. Motion carried unanimously.

8. Second Reading of Ordinance for Amendment to the Ocoee Land Development Code (LDC) pertaining to Part IA, Article VII, Floodplain Management. (**Zoning Manager Whitfield**)

Development Services Director Rumer presented a brief overview of National Flood Insurance Program (NFIP) Community Rating System (CRS), which provides discounts on the cost of flood insurance premiums for NFIP policyholders, depending on the Rate Class awarded to the local government. He further introduced **Zoning Manager Whitfield** and **Staff Engineer Burch**, and explained that City staff is working to improve the rating score.

Zoning Manager Whitfield and **Staff Engineer Burch** detailed the efforts of City staff over the past two years to qualify for participation in the CRS, resulting in the City's admittance to the program in December. They discussed proposed changes to the LDC aimed at improving the City's rating score, which would lead to greater flood insurance cost savings. They further explained the points system, the cost of compliance, the 500-year floodplain, and critical facilities.

Commissioner Kennedy inquired how many critical facilities have been identified and will be impacted, and what is the estimated dollar amount that is being provided to the residents with the discounts. **Staff Engineer Burch** addressed his questions.

City Attorney Ardaman read the title of the ordinance.

The public hearing was opened.

The following person(s) addressed the City Commission:

Robert Young, *Ocoee Resident*, inquired how the code regulations impact a resident/developer who is rebuilding. **Staff Engineer Burch** addressed his question.

The public hearing was closed.

Motion: Move to adopt Ordinance No. 2024-24, Amendment to the Ocoee Land Development Code (LDC) pertaining to Part IA, Article VII, Floodplain Management; Moved by Commissioner Kennedy, Seconded by Commissioner Oliver. Motion carried unanimously.

- **PUBLIC HEARING** - None
- **REGULAR AGENDA** - None
- **COMMENTS FROM COMMISSIONERS** 8:32 PM

Commissioner Kennedy – Commented on the following:

- 1) Commented positively on the presentation by MetroPlan Orlando.
- 2) Mentioned that he is working with staff on speed and radar signs on Ocoee Apopka Road.
- 3) Shared he received an update on the traffic study on Wurst Road and Adair Street.
- 4) Mentioned that for Item #6, he has received numerous emails and comments about the Fountains West PUD and encouraged citizens to contact each commissioner with their feedback and concerns.
- 5) Reported that he received the small box retail design standards from staff as requested and hopes that each elected official has also received a copy.

Commissioner Wilsen – Commented on the following:

- 1) Announced the Shred-it Event in September which will be held at the Ocoee Police Department.
- 2) Wished everyone a Happy 4th of July.

Commissioner Firstner – Commented on the following:

- 1) Encouraged everyone to come out to the July 4th Block Party hosted by the City.
- 2) Expressed satisfaction with the Fire Department's acquisition of the new 70 ft. aerial platform, which will enhance the department's resources and capabilities.

Commissioner Oliver – Commented on the following:

- 1) Provided Summer safety tips for senior citizens.
- 2) Announced the celebration of Juneteenth and explained the historical purpose for this celebration.
- 3) Read an inspirational quote.

Mayor Johnson – Commented on the following:

- 1) Shared they need a voting delegate for the Annual Business Session at the Florida League of Cities Annual Conference in August. **Consensus of the City Commission was to appoint Mayor Johnson as the voting delegate.**
- 2) Voiced concerns about evening speeding in downtown and requested staff to address this issue.
- 3) Highlighted the need for additional parking spaces in downtown and throughout the City.
- 4) Emphasized the importance of Code Enforcement patrolling the City and proactively addressing code violations, particularly the increasing problem of snipe signs, and suggested that they work on Saturdays.
- 5) Commented on the importance of Summer safety with children being outdoors.
- 6) Inquired if City staff is working on having Ocoee Apopka Road transferred to the City. **Assistant City Manager Shadrix** responded to his inquiry.
- 7) Relayed a citizen's concern about the tennis court at Tiger Minor Park to Assistant City Manager Shadrix, who confirmed that the issue is being addressed.

• **ADJOURNMENT 8:45 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: July 16, 2024
Item #: 2

Contact Name: Chris McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval of Police Department Vehicle Purchases. (Assistant Police Chief McKinstry)

Background Summary:

The Police Department is requesting to use residual, unexpended, capital funds from this fiscal year's budget to purchase two (2) new vehicles for the PD fleet. This purchase will provide the opportunity to obtain the vehicles at this year's cost prior to any future price increase. Both vehicles are available for immediate delivery, with all upfitting costs included.

Issue:

Should the Honorable Mayor and City Commissioners approve the use of residual, unexpended capital funds from this fiscal year's Police Department budget to purchase two (2) new vehicles for the PD fleet?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the use of residual, unexpended capital funds from this fiscal year's Police Department budget to purchase two (2) new vehicles for the PD fleet.

Attachments:

1. Quote - Chevy Tahoe
2. Quote - Ford

Financial Impacts:

\$119,609 plus upfitting

Type of Item: Consent

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	55441-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-381-3411	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/3/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/3/2024

REQUESTING AGENCY	OCOOE POLICE DEPARTMENT			
CONTACT PERSON	CHIEF CHRIS MCKINSTRY	EMAIL	Cmckinstry@ci.ocooe.fl.us	
PHONE	407-554-7192	MOBILE	407-276-0943	FAX 407-905-3164

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

MODEL	CK10706 1FL	MSRP	\$55,445.00
2024 CHEVY TAHOE 4WD 9C1 POLICE			
CUSTOMER ID	TENNESSEE GROUND STOCK	GOVERNMENT PRICE	\$52,495.00

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GBA	Black	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00
MHU	Transmission, 10-speed automatic	\$0.00
1FL	OPTIONS Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	\$0.00
5J9	Calibration, taillamp flasher, Red/White	\$0.00
5LO	Calibration, taillamp flasher, Red/Red	\$0.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	\$0.00
9C1	Identifier for Police Package Vehicle	\$0.00
ATD	Seat delete, third row passenger	\$0.00
AX2	Key, unique	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
BCV	Lock control, driver side auto door lock disable	\$0.00
C6G	GVWR, 7600 lbs. (3447 kg)	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen	\$0.00
J55	Brake system, heavy duty	\$0.00
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	\$0.00
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	\$0.00
KX4	Alternator, 250 amps	\$0.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	\$0.00
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	\$0.00
RC1	Skid plate, front	\$0.00
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	\$0.00
T66	Wiring provision, for outside mirrors and cargo side mirrors	\$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	\$0.00
V03	Cooling system, extra capacity	\$0.00
V53	Luggage rack side rails, delete	\$0.00
V76	Recovery hooks, 2 front, frame-mounted, Black	\$45.00
VXT	Incomplete vehicle	\$0.00
VZ2	Speedometer calibration	\$0.00
WUA	Fascia, front high-approach angle	\$0.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	\$0.00

CONTRACT NUMBER 5179 - 2024 CITY OF TALLAHASSEE

Z56	Suspension Package, heavy-duty, police-rated.	\$0.00
---	Capless Fuel Fill	\$0.00
---	Exterior ornamentation delete	\$0.00
---	Instrumentation, analog	\$0.00
---	Theft-deterrent system, vehicle, PASS-Key III	\$0.00
---	Power supply, 50-amp, power supply, auxiliary battery	\$0.00
---	Power supply, 100-amp, auxiliary battery, rear electrical center	\$0.00
---	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	\$0.00
---	Seat belts, 3-point, all seating positions	\$0.00
---	Protected idle	\$0.00

AFTERMARKET OPTIONS		FACTORY OPTIONS	\$45.00
		DESCRIPTION	
DT FEE	DEALER TRADE FEE FOR INCREMENTAL UNITS		\$1,143.00
TRANSPORT	TRANSPORATION FROM (TN) TO (FL).		\$1,250.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)		\$0.00
		AFTERMARKET OPTIONS	\$2,393.00

TRADE IN	TOTAL COST	\$54,933.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S)	QTY 1 \$54,933.00

Estimated Annual payments for 60 months paid in advance: \$12,630.23
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments ORDERED UNIT VIN: [RR245924]

VEHICLE QUOTED BY CHRIS WILSON FLEET SALES MANAGER chris.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr CommercialMSRP:\$53,450.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10706	[Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial	\$53,450.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.

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Data Version: 22860. Data Updated: Jul 1, 2024 6:41:00 PM PDT.



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

9C1	Identifier for Police Package Vehicle		\$0.00
ATD	Seat delete, third row passenger	Inc.	
AX2	Key, unique	Inc.	
AZ3	Seats, front 40/20/40 split-bench		\$0.00
BCV	Lock control, driver side auto door lock disable	Inc.	
C6G	GVWR, 7600 lbs. (3447 kg)	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GBA	Black		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, Cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen		\$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 250 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MHU	Transmission, 10-speed automatic	Inc.	
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	
V76	Recovery hooks, 2 front, frame-mounted, Black		\$50.00
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	

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Data Version: 22860. Data Updated: Jul 1, 2024 6:41:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.
Z56	Suspension Package, heavy-duty, police-rated.	Inc.
—	Capless Fuel Fill	Inc.
—	Exterior ornamentation delete	Inc.
—	Instrumentation, analog	Inc.
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.
—	Seat belts, 3-point, all seating positions	Inc.
—	Protected idle	Inc.
SUBTOTAL		\$53,500.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$55,495.00

FUEL ECONOMY

Est City:14 (2023) MPG

Est Highway:20 (2023) MPG

Est Highway Cruising Range:480.00 mi

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Data Version: 22860. Data Updated: Jul 1, 2024 6:41:00 PM PDT.



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

Standard Equipment

Mechanical	
	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
	Rear axle, 3.23 ratio
	Suspension Package, Premium Smooth Ride (STD)
	GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)
	Differential, mechanical limited-slip
	4-wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Battery, 730 cold-cranking amps with 80 amp hour rating
	Alternator, 220 amps
	Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
	Trailer sway control
	Hitch Guidance
	Suspension, front coil-over-shock with stabilizer bar
	Suspension, rear multi-link with coil springs
	Steering, power
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Exhaust, single system, single-outlet

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial

(Complete)

Mechanical	
	Mechanical Jack with tools
Exterior	
	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)
	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)
	Wheel, full-size spare, 17" (43.2 cm)
	Tire, spare P265/70R17 all-season, blackwall
	Tire carrier, lockable outside spare, winch-type mounted under frame at rear
	Active aero shutters, upper
	Fascia, front
	Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)
	Assist steps, Black with chrome accent strip
	Headlamps, LED
	Lamps, stop and tail, LED
	Mirrors, outside heated power-adjustable, manual-folding, body-color
	Mirror caps, body-color
	Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
	Glass, acoustic, laminated
	Glass, windshield shade band
	Windshield, solar absorbing
	Wipers, front intermittent, Rainsense
	Wiper, rear intermittent with washer
	Door handles, body-color
	Liftgate, rear manual
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 8" diagonal HD color touchscreen AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 6-speaker system
	SiriusXM, delete
	Infotainment display, 8" diagonal touchscreen

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Entertainment	
	Bluetooth for phone personal cell phone connectivity to vehicle audio system
	Wireless Apple CarPlay/Wireless Android Auto
	Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)
	Seat trim, cloth
	Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar
	Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, urethane
	Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)
	Driver Information Center, 4.2" diagonal color display includes driver personalization
	Rear Seat Reminder
	Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)
	Keyless Open includes extended range Remote Keyless Entry
	Cruise control, electronic with set and resume speed
	Theft-deterrent system, content, electrical, unauthorized entry
	USB data ports, 4 total; 2, one type-A and one type-C located within center console and 2, one type-A and one type-C located on instrument panel
	USB charging-only ports, 4 type-C, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Interior

- Window, power with driver Express-Up/Down
- Window, power with front passenger Express-Up/Down
- Windows, power with rear Express-Down
- Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
- Air conditioning, rear
- Defogger, rear-window electric
- Power outlets, 2, 120-volt, located on the rear of the center seat and rear cargo area
- Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, sliding
- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.
- Cargo management system
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Hill Start Assist
- StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

- Daytime Running Lamps, reduced intensity low beam

Safety-Interior

- Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Safety-Interior	
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Front and Rear Park Assist
	Following Distance Indicator (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	HD Rear Vision Camera
	Front Pedestrian Braking (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Lane Keep Assist with Lane Departure Warning (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, defaulted off. Feature can be turned on in the Infotainment menu.)
	Door locks, rear child security, manual
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions (Deleted when (ATZ) second row seat delete is ordered.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
	Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
	3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Deleted when (UDA) vehicle deactivated communication system is ordered. OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)



Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles



Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MHU
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.14
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	1	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	20 (2023) MPG	Cruising Range - City	336.00 mi
EPA Fuel Economy Est - City	14 (2023) MPG	Fuel Economy Est-Combined	16 (2023) MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	N/A

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	11 (2023)	EPA Greenhouse Gas Score	N/A
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Vehicle

Rear Door Type	Liftgate
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Chassis

Weight Information

Standard Weight - Front	1.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3500 lbs
Gross Axle Wt Rating - Rear	4300 lbs	Curb Weight - Front	2870 lbs
Curb Weight - Rear	2710 lbs	Option Weight - Front	43.00 lbs
Option Weight - Rear	54.00 lbs	Reserve Axle Capacity - Front	586.00 lbs
Reserve Axle Capacity - Rear	1536.00 lbs	As Spec'd Curb Weight	5678.00 lbs
As Spec'd Payload	1922.00 lbs	Maximum Payload Capacity	2020.00 lbs
Gross Combined Wt Rating	14000 lbs	Gross Axle Weight Rating	7800.00 lbs
Curb Weight	5580.00 lbs	Reserve Axle Capacity	2122.00 lbs
Total Option Weight	97.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7600.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	6000 lbs	Wt Distributing Hitch - Max Tongue Wt.	600 lbs
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	8200 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Chassis

Frame

Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Multi-Link
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XCS	Rear Tire Order Code	XCS
Spare Tire Order Code	RAV	Front Tire Size	275/55R20SL
Rear Tire Size	275/55R20SL	Spare Tire Size	P275/55R20
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in	Rear Wheel Size	20 x 9 in
Spare Wheel Size	20 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	39.0 ft	Turning Diameter - Wall to Wall	N/A

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.2 in
Rear Brake Rotor Diam x Thickness	13.6 x 1.0 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	66.0 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.8 in
Second Hip Room	61.3 in	Third Head Room	N/A
Third Leg Room	N/A	Third Shoulder Room	N/A
Third Hip Room	N/A		

Exterior Dimensions

Wheelbase	120.9 in	Length, Overall w/rear bumper	N/A
Length, Overall	210.7 in	Width, Max w/o mirrors	81 in
Height, Overall	75.9 in	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	8 in
Ground Clearance, Rear	8 in	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A

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Vehicle: [Fleet] 2024 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial ( Complete)

Dimensions

Exterior Dimensions

Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.4 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	125.9 ft³
Cargo Volume to Seat 2	70.3 ft³	Cargo Volume to Seat 3	N/A
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A
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OCOE POLICE DEPARTMENT

Prepared for:

OCOE POLICE DEPARTMENT
DEPUTY CHIEF OF POLICE CHRIS MCKINSTRY
407-554-7192
cmckinstry@ci.ocoe.fl.us

Contract Holder**7/3/24**

Duval Ford
Bambi Darr
(Work) 904-381-6596
Bambi.Darr@duvalfleet.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

		Code	Equipment	OEM Price Level:	BCSO Contract Price
Labor Hours . \$90/Hr	Parts Quantity	2024 U1J	2024 Ford Expedition XLT 4X4	\$ 60,187.00	\$ 57,141.09
		OEM freight	Factory Destination	\$ 1,995.00	\$ 2,027.92
		HY	Dark Matter		\$ -
		VH	Black Onyx Activex Seat	\$ -	\$ -
		202A	XLT Equipment Group	\$ 3,939.00	\$ 4,003.99
		998/44U	3.5L EcoBoost V6/10-spd auto	\$ -	\$ -

STAFF REPORT

Meeting Date: July 16, 2024
Item #: 3

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval for Authorization to Proceed with a Contract for Sale of City-owned Property Identified as 1 Taylor St. (Concurrency & Commitment Coordinator McFarlane)

Background Summary: The City has received an unsolicited offer from Thomas Milton West Trust (Purchaser) to purchase 1 Taylor Street (0.21 acres, parcel ID #18-22-28-0000-00-049) from the City. The purchaser intends to design, engineer, and construct a restaurant/café on the property and an adjacent property under their ownership. As an additional benefit to the purchase of the property, the purchaser will provide the City a perpetual parking easement over the parking lot during non-restaurant/café hours, which will add an estimated 20 parking spaces to the downtown free parking.

Preliminary discussions with Thomas Milton West Trust have resulted in the following commitments for the contract:

- 1)** Thomas Milton West Trust agrees to deed the City the entirety of 200 W Oakland Avenue (0.14 acres, parcel ID #17-22-28-6144-01-081). A corner clip of this property is needed for right-of-way improvements to W. Oakland Avenue construction project. In lieu of negotiating a "Public" taking with the City's Eminent Domain Attorney, Thomas Milton West Trust is willing to deed the entire property as part of the proposed transactions.
- 2)** Thomas Milton West Trust agrees to pay the City \$25,000.00.
- 3)** The City of Ocoee agrees to deed Thomas Milton West Trust the entirety of 1 Taylor Street (0.21 acres, parcel ID #18-22-28-0000-00-049).
- 4)** The City agrees to transfer ownership of the following surplus equipment listed below to Thomas Milton West Trust:

	City ID #	Year	Make	Model	Serial/VIN #	Miles/Hours	Accessories
	#105	2006	Ford	F-250	1FTNF20576ED27115	65,067	Utility Body
	#181	2006	Ford	F-450	1FDXF47PX7EA36620	554,085	Dump Body
	#717	2005	John Deere	Gator	W04X2SD008728	939	

	#988	2012	Vermeer	BC1500	1VR2161V9C1002878	2,215	
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5) Thomas Milton West Trust agrees to provide a perpetual public parking easement over the property for any future development of the site.

6) Thomas Milton Trust will be responsible for paying all costs for the future connection to the sewer system on W. Oakland Avenue.

Issue:

Should the Honorable Mayor and City Commissioners authorize staff to proceed with a contract for the sale of City-owned property identified as 1 Taylor Street, based on the unsolicited offer from Thomas Milton West Trust?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize staff to proceed with a contract for the sale of City-owned property identified as 1 Taylor St.

Attachments:

1. 1 Taylor Street- Thomas Milton West Trust

Financial Impacts:

The City will receive \$25,000.00 for the transaction.

Type of Item: Regular

Location Map for Thomas Milton West Trust Proposed Property Deed Transfers



STAFF REPORT

Meeting Date: July 16, 2024
Item #: 4

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Ocoee Christian Church Parking Lease Agreement. (Concurrency & Commitment Coordinator McFarlane)

Background Summary:

During the City Commission's Downtown Development Workshop held on July 18, 2023, the Commission discussed the lack of parking in the downtown and instructed staff to look into temporary parking solutions. At the December 5, 2023, City Commission meeting, the Commission approved a parking lease agreement for 137 W. McKey Street with VMG Construction, Inc. This has alleviated some of the issues with parking in the downtown. However, downtown parking is still needed, particularly during community events.

The Ocoee Christian Church Inc. has voluntarily offered a portion of their property at 15 S. Bluford Avenue as a location for temporary parking in the downtown. Attached for City Commission approval is a lease for temporary parking. Staff is proposing a two (2) year lease with up to two (2) one-year extensions. The lease will stipulate the following: i) 18,000 square feet of parking and drive aisles, ii) a yearly rent payment of \$2,500.00 for the term of the lease, iii) Tenant, at its sole expense, may make such alterations or additions to the premises as the Tenant considers necessary in order to conduct the use as parking and includes: laying asphalt, tire stops, and painting or otherwise designating parking spaces and drive aisles lines as necessary, iv) Tenant shall maintain and repair at Tenant's own expense any and all damages caused to the Premises, and v) Landlord agrees to release, defend, indemnify and hold harmless the Tenant against all lawsuits and claims for liability arising out of this agreement.

Currently, the space primarily consists of unimproved surfaces except for a 2,600-square-foot concrete pad and a 2,200-square-foot paved area. There is sufficient access from S. Bluford Avenue. The City does not intend to improve the parking area beyond adding signage to identify it as free public parking.

Issue:

Should the Honorable Mayor and City Commissioners approve a temporary parking lease drafted by the City Attorney for the use of a portion of 15 S. Bluford Avenue owned by the Ocoee Christian Church Inc. as a temporary public parking lot?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a temporary parking lease for the use of a portion of 15 S. Bluford Avenue owned by the Ocoee Christian Church Inc. as a temporary public parking lot.

Attachments:

1. Ocoee Christian Church Parking Lease Agreement
2. Ocoee Christian Church Parking Sign

Financial Impacts:

\$2,500.00 from account 001-515-00-3128

Type of Item: Consent

PARKING LEASE AGREEMENT

1. **PARTIES.** This Parking Lease Agreement ("**Lease**") dated _____, 2024 between OCOEE CHRISTIAN CHURCH, INC., a Florida Not For Profit Corporation ("**Landlord**") and the City of Ocoee, a Florida municipal corporation ("**Tenant**") (**collectively, the "Parties"**).

2. **PREMISES.** Landlord leases to Tenant those premises situated at 15 S Bluford Ave Ocoee FL 34761 containing approximately 18,000 square feet of parking spaces and drive aisles in the City of Ocoee, Florida, County of Orange, State of Florida, and more particularly described in **Exhibit "A"** (the "**Premises**") attached hereto and incorporated herein by this reference. Landlord represents and warrants to Tenant that it has all power and authority to enter into this Lease and is the fee owner of the Premises.

3. **TERM.** This Lease shall commence on the date when the last of the Parties herein executes and shall continue for a period of two (2) years unless Tenant gives notice, at least thirty (30) days prior to the end of the lease term, of its intent to extend the lease for an additional two years. If Tenant desires to terminate the lease before the end of the lease term, Tenant must provide written notice to Landlord at least thirty (30) days in advance of said termination.

4. **RENT.** Tenant agrees to pay the Landlord rent in the sum of \$209.00 per month. Rental payments shall be made monthly, being due and payable on or before the 1st day of the month unless otherwise specified.

5. **USE.**

5.1 **USE OF PREMISES.** Tenants shall use the Premises to provide parking spaces and drive aisles for use of the public. Landlord warrants the present and future fitness and legality for this purpose.

5.2 **COMPLIANCE.** Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy thereof, and shall promptly comply with all governmental orders and directives connected with Tenant's use of the Premises. Any improvements required to be made to the Premises as a result of any governmental order, directive, or ordinance applicable to the Landlord's ownership of the Premises shall be made at Landlord's sole cost and expense. Any improvements required to be made to the Premises due strictly to Tenant's use and occupancy of the Premises for public parking and the manner in which Tenant conducts its business from the Premises shall be made at Tenant's sole cost and expense.

5.3 **PERMITS.** Tenant will be responsible for securing any permits which may be required in order to perform the use specified in Section 5.1. In the event a required permit is not secured by the commencement date of this Lease, the Lease shall be unenforceable, thereby releasing Tenant from any and all responsibility under the Lease, including (but not limited to) its obligation to occupy the property and pay rent.

5.4 **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any part or section of this Agreement to the contrary, nothing in this Agreement may be deemed to be a waiver of immunity or the limits of liability of the City beyond any statutorily limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

6. MAINTENANCE, REPAIRS AND ALTERATIONS.

6.1 **TENANT'S OBLIGATIONS.** Tenant shall maintain in good condition, order and repair at Tenant's expense, the Premises and shall return the Premises in good condition, ordinary wear and tear accepted, within twenty (20) days of the termination of the Lease.

6.2 **ALTERATIONS AND ADDITIONS.** Tenant at its sole expense may make such alterations or additions to the Premises as Tenant considers necessary in order to conduct the use set forth in Article 5. This includes laying asphalt, tire stops, and painting or otherwise designating parking spaces and drive aisles lines as necessary.

6.3 **TENANT DAMAGE.** Tenant shall maintain and repair at Tenant's own expense any and all damages caused to the Premises by the acts or omissions of Tenant, its servants, agents, employees, invitees, excepting ordinary wear and tear and damage by fire or other casualty.

6.4 **LANDLORD AND TENANT RIGHTS.** If either party fails to perform its obligations under Article 6, the aggrieved party may at its option, after thirty (30) days' notice to the other party, put the Premises in good order, condition and repair, and the defaulting party shall pay the cost thereof following receipt of an invoice.

6.5 **PREMISES CONDITION.** Landlord shall deliver the Premises to Tenant clean and free of debris on the commencement date. If a non-compliance with this warranty exists as of the commencement date, Landlord shall, except as otherwise provided in this Lease, promptly after receipt of written notice from Tenant setting forth the nature and extent of such non-compliance, rectify same at Landlord's expense.

7. **NOTIFICATION OF SPECIAL EVENTS ON PREMISES.** Landlord shall notify the Tenant at least ninety (90) days in advance of any special events outside the typical operating schedule for the site.

8. **HOLD HARMLESS.** Landlord agrees to release, defend, indemnify and hold harmless the Tenant against all lawsuits and claims for liability arising out of this agreement which results from the negligence of the Landlord, its officers, agents, employees, servants, or representatives.

9. **TAXES; PAYMENT BY LANDLORD.** Landlord shall pay to the appropriate governmental body all real property taxes and assessments.

10. **INSURANCE.** Landlord shall maintain commercial property insurance coverage on the Property and shall maintain liability and other insurance in such amounts as may be required by Landlord's mortgagee(s), or in such amounts as Landlord, in its sole discretion, may deem appropriate. All such insurance shall be for the sole benefit of Landlord and, if required, Landlord's mortgagee(s).

11. **DEFAULTS; REMEDIES.**

11.1 **TENANT'S DEFAULT.** Failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease, other than the making of any payment, where such failure shall continue for a period of thirty (30) days after written notice from Landlord shall constitute a material default and breach of this Lease by Tenant. Tenant shall not be in default if Tenant commences performance within 30 days of Landlord's notice and thereafter completes Tenant's performance within a reasonable time.

11.2 **LANDLORD'S DEFAULT.** If Landlord shall fail to perform any duty or obligation imposed upon it by this Lease and such default shall continue for a period of thirty (30) days after written notice has been given by Tenant, then and in such event Tenant may, at its option, 1) cure such default at its own expense and Landlord shall reimburse Tenant for such expense within 10 business days of Tenant's written request, or 2) terminate this Lease without prejudice to its right to recover appropriate damages from Landlord. Upon termination of this Lease pursuant to this provision, all obligations of Tenant arising under this Lease, including payment of rent, shall cease.

11.3 **REMEDIES.** In the event of any such material default or breach that is not cured within 30 days of Landlord's notice as set forth in Section 11.1 above, Landlord may at any time, with notice or demand and without waiving or limiting any other right or remedy, terminate this Lease, in which event Tenant agrees to immediately surrender possession of said Premises.

12. **CONDEMNATION.** If all or any part of the Premises are taken under power of eminent domain, or sold under the threat of the exercise of said power, this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession. If a partial taking or sale, in Tenant's judgment, substantially impairs the value of the Premises for Tenant's use as a public parking lot, Tenant may, by written notice within thirty (30) days after notice of such planned taking (or absent such notice, within ten (10) days after the condemning authority takes possession), terminate this Lease.

13. **GENERAL PROVISIONS.**

13.1 **ESTOPPEL CERTIFICATE.** Either party shall on ten (10) or more days' written notice from the other party execute, acknowledge and deliver to the other party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect),

and (ii) acknowledging that there are not, to such Party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

13.2 LANDLORD'S LIABILITY. The term "Landlord" means only the owner or owners at the time in question of the fee title of the Premises; Landlord and its successors shall be liable only for obligations arising during their respective periods of fee ownership or tenancy under a ground lease.

13.3 TIME OF ESSENCE. Time is of the essence.

13.4 PRIOR AGREEMENTS, AMENDMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned, and may be modified only by a writing signed by the Parties in interest at the time of the modification.

13.5 WAIVERS. Waiver by Landlord of any provision shall not waive any other provision or any subsequent breach of the same or any other provision. Landlord's consent to or approval of any act shall not render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act.

13.6 BINDING EFFECT. Subject to any provisions restricting assignment or subletting, this Lease shall bind the Parties, their personal representatives, successors and assigns.

13.7 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Orange County, Florida.

13.8 CAPTIONS. The captions for each section of this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Lease, or the intent of any provision hereof.

13.9 SEVERABILITY. Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or held invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Lease.

13.10 NO THIRD-PARTY BENEFICIARIES. It is the intent and understanding of Tenant and Landlord that this Lease is solely between them and for their benefit and, accordingly, no party other than Tenant and Landlord shall have any rights or privileges under this Lease either as third-party beneficiaries or otherwise.

13.11 SIGNS. Tenant may place its signs upon the Premises.

14. **QUIET ENJOYMENT.** Upon the Tenant's payment of the rents herein provided, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by the Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord. Tenant's covenants, are given in exchange for, and their performance is dependent upon quiet enjoyment of the Premises and the performance of Landlord's duties under this Lease. Without limiting the foregoing, on failure of Landlord to perform any duty, including the duty to make repairs, pay taxes, assessments and charges, and meet other obligations imposed by law or this Lease, Tenant's remedies shall include the right to make the repairs, pay the taxes, assessments or charges, or meet the obligations, and charge Landlord for the costs thereof, provided Tenant shall allow Landlord a reasonable time after written notice to commence and complete performance of such duties except where Tenant has reason to believe its own property or interests are in imminent danger of damage or prejudice.

15. **ADDRESSES, NOTICES.** The initial addresses of the parties are:

LANDLORD:

COPY TO:

TENANT:

City of Ocoee, Florida
1 North Bluford Avenue
Ocoee, Florida 34761
Attn.: City Manager

COPY TO:

Richard S. Geller,
City Attorney for the City of Ocoee
Fishback Dominick
1947 Lee Road
Winter Park, FL 32798

16. **NOTICES.** Each party will notify the other promptly of any change in address. Any notices required or permitted shall be in writing and served or by certified mail addressed to the most recent address of the party being served.

17. **COMPLIANCE WITH LAWS.** Notwithstanding anything contained herein to the contrary, Tenant shall have absolutely no responsibility, cost or expense whatsoever for any condition which existed prior to Tenant's occupancy of the Premises which is or was in noncompliance, breach or violation of any and all laws. Further, Landlord warrants, in the event that it prepares the Premises for Tenant's use, that upon Commencement of the Term, the Premises shall comply with all local, municipal and governmental laws, ordinances, codes, rules and regulations, including ADA, which govern the Premises.

18. **SURVIVAL.** The obligations of Landlord and Tenant under this Lease arising by reason of any occurrence taking place during the term of this Lease shall survive the termination or expiration of this Lease.

[SIGNATURES TO FOLLOW]

LANDLORD:

Ocoee Christian Church, Inc.

By: _____

Title: _____

Date:_____

TENANT:

City of Ocoee, Florida

SEE ATTACHED SIGNATURE PAGE

CITY OF OCOEE SIGNATURE PAGE

CITY:

CITY OF OCOEE, FLORIDA

By: _____
Rusty Johnson, Mayor

ATTEST:

Melanie Sibbitt, City Clerk

(SEAL)

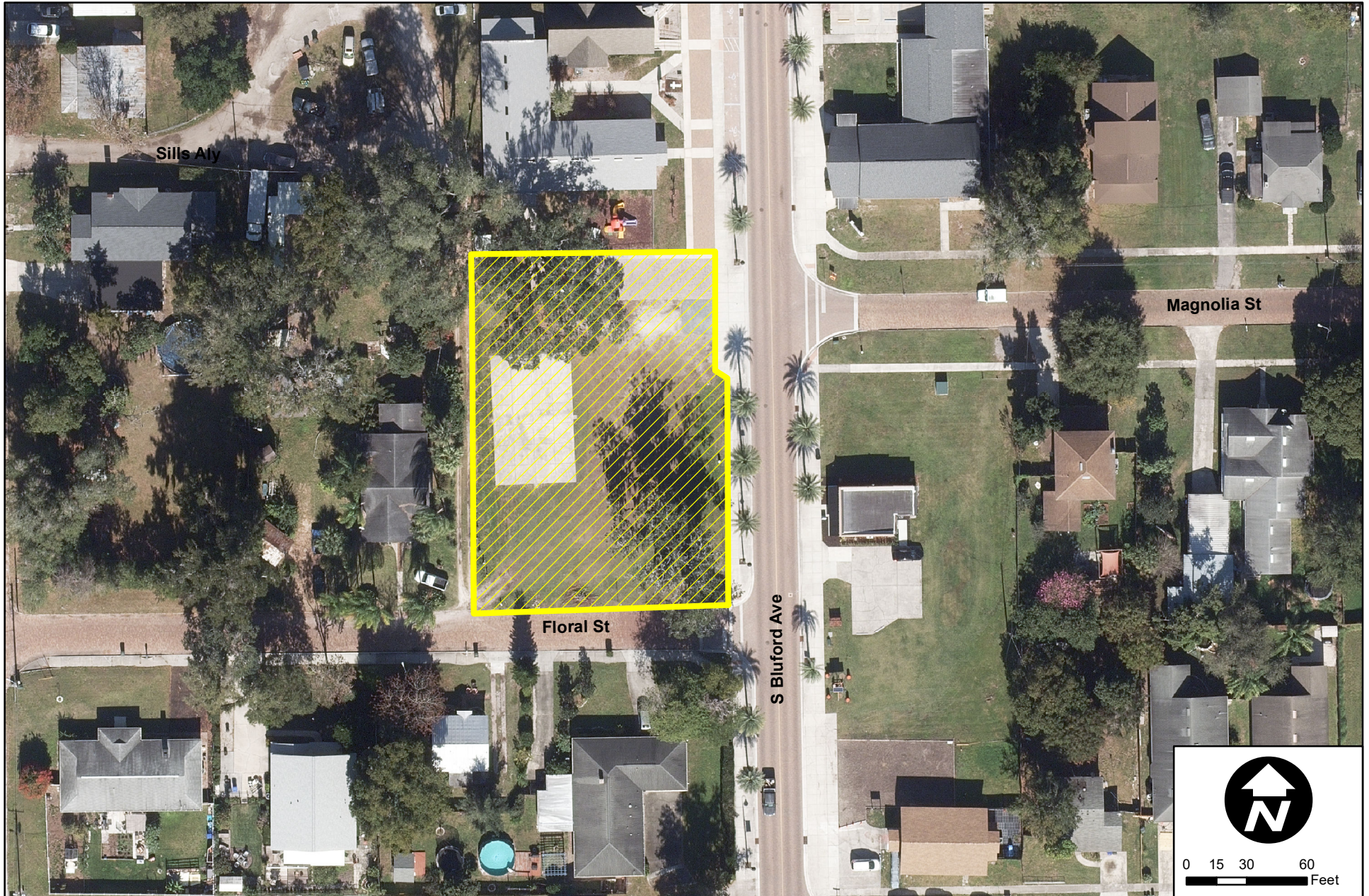
APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD ON
_____, 20____
UNDER AGENDA ITEM NO. ____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20__.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

EXHIBIT "A"
DESCRIPTION OF PREMISES



FREE PUBLIC PARKING

SPONSORED BY





STAFF REPORT

Meeting Date: July 16, 2024

Item #: 5

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

**Subject: Approval of Proposed Tentative Millage Rate for Fiscal Year 2024-2025 Budget.
(Finance Director Roberts)**

Background Summary:

Over the past five (5) years, the taxable value of all properties within the city has grown by an average of 11.4% annually. However, due to the effects of a recessionary economy, the taxable value for FY25 grew by only 6%. This represents only a \$1.3 Million increase in revenues, which is out of pace with the effects of inflation on the City's operating budget.

The TRIM act requires local governing bodies to set a proposed tentative millage rate annually during the month of July. The property appraiser is then notified of the rate and uses it to advise taxpayers of their proposed tax levies for the next year. **The rate can be lowered during the budget hearings in September as has historically been done by the City.**

Issue:

State Statutes establish levels of approval by the governing body in setting the millage rate. The statutes provide for a maximum millage that can be levied by the governing body with a **majority** vote. This maximum millage rate for the upcoming fiscal year, 7.7342, **is an increase** over the current year millage (**4.9500**). The rolled back rate for 2023/2024 is 4.6577. This rate is lower than the current year rate. The City's overall assessed value increased by **\$4,882,801,002**. This is an increase of **\$1,355,862** (6%) at the current millage rate of 4.9500.

The Commission can set the proposed millage for FY 2024/2025 up to 7.7342 with a super majority vote by the Commission. This millage rate would generate \$35,876,332 in ad valorem revenues. A millage rate higher than the 7.7342 would require a unanimous vote by the Commission.

Recommendations:

Staff recommends the Honorable Mayor and City Commission set the proposed tentative millage at 4.9500 mills. This tentative rate will allow the commission room to adjust during the review and discussion of the proposed budget. The commission can set the proposed rate in September at or below this rate. Should the commission wish to set the proposed tentative millage rate higher than 7.7342, it can do so; however, it would require a super-majority vote.

Attachments:

None

Financial Impacts:

This will provide the rate to determine ad valorem proceeds to include as revenue in the FY 2024/2025 budget.

Type of Item: Consent



STAFF REPORT

Meeting Date: July 16, 2024

Item #: 6

Contact Name: Rebecca Roberts
Contact Number: Ext. 1520

Department Director: Rebecca Roberts
City Manager: Robert Frank

**Subject: Approval to Set Workshop and Hearing Dates for FY 2024/2025 Budget Process.
(Finance Director Roberts)**

Background Summary:

Workshops are held during August for staff and the commission to discuss the proposed budget for the upcoming fiscal year. Public hearings are required by the TRIM Act in September serving as a mechanism to notify the citizens of the proposed budget and allow the opportunity for their comments.

Issue:

The TRIM Act has specific time frames for scheduling and holding the required hearings. The hearing dates cannot conflict with Orange County (9/05 and 9/19) or Orange County School Board (9/10) hearing dates.

Recommendations:

Potential dates for the budget workshops and hearings are restrictive due to the timing of the holiday and vacation schedules.

Staff recommends the city commission approve the following dates for the August budget workshops:

August 8th and 28th

Staff recommends the city commission approve the following dates for the September budget hearings:

September 11th and 18th

Workshops and hearings will begin at 6:00 p.m.

Attachments:

None

Financial Impacts:

Decisions resulting from the workshops and hearings will establish the operating budget for fiscal year 2024/2025.

Type of Item: Consent



STAFF REPORT

Meeting Date: July 16, 2024

Item #: 7

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Robert Frank

Subject: Approval of 2024-2028 Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with Orange County Sheriff's Office. (Police Chief Ogburn)

Background Summary:

The City of Ocoee Police Department participates in the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with the Orange County Sheriff's Office. The current agreement expires July 2024 and this renewal agreement is set to expire on December 31, 2028. It is beneficial to the Ocoee Police Department and the Orange County Sheriff's Office to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34 and multi-jurisdictional law enforcement problems, to protect the public peace and safety, and preserve the lives and property of the people. The Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement is in accordance with Section 23.1225, Florida Statutes.

Issue:

Should the Honorable Mayor and City Commissioners approve signing the renewal of the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners approve the renewal of the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement.

Attachments:

1. 2024-2028 Operational Assistance Voluntary Cooperation Mutual Aid Agreement with OCSO

Financial Impacts:

There are no financial impacts to the City of Ocoee.

Type of Item: Consent



Sheriff John W. Mina

ORANGE COUNTY SHERIFF'S OFFICE

July 1, 2024

Chief Vincent Ogburn
Chief of Police
Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL 34761

Dear Chief Ogburn:

Enclosed please find an original copy of the Mutual Aid Agreement between our agencies, which is up for renewal. Please note that there are changes in the agreement, including the effective date. This agreement will pre-empt the previous one.

Please review and execute the agreement in accordance with your agency's procedures. Once signed, please return the original to me via e-mail. Once Sheriff Mina signs the agreement, we will return a fully executed copy to you and file the agreement with the Florida Department of Law Enforcement in accordance with state law.

If there are any questions regarding this matter, please feel free to contact me. Thanks for your consideration.

Sincerely,

/s/ Selina Edwards

Selina Edwards
Legal Service Coordinator
P.O. Box 1440
Orlando, FL 32802
Selina.Edwards@ocsofl.com

Enclosures



**COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
JULY __, 2024 thru DECEMBER 31, 2028**

WITNESSETH

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Intensive law enforcement situations including, but not limited to, emergencies as defined under Florida Statute 252.34; and
- (2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

Whereas, the Sheriff of Orange County, Florida ("OCSO"), and the City of Ocoee, Florida ("City"), have the authority under Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," to enter into a combined mutual aid agreement for law enforcement service which:

- (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Florida Statute 252.34; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

Now, therefore, the parties agree as follows:

SECTION I. PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribing parties hereby approve and enter into this Agreement whereby each of the parties may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, active shooters, terrorism incidents, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the parties hereby approve and enter into this Agreement whereby each party may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION III. PROCEDURE FOR REQUESTING ASSISTANCE

A. A party in need of assistance as set forth above shall notify the agency from whom such assistance is required and provide appropriate information (e.g., nature of the law enforcement assistance requested). Requests for assistance may be verbal or written. The Sheriff or Chief of Police whose assistance is sought, or their authorized designee, shall evaluate the situation and their available resources and will respond in a manner they deem appropriate.

B. Written requests may be delivered by hand, U.S. Mail, teletype, or e-mail. Written requests directed to the OCSO via U.S. Mail shall be addressed to P.O. Box 1440, Orlando, Florida 32802-1440. Written requests directed to the City of Ocoee, Florida via U.S. Mail shall be addressed to Chief of Police, Ocoee Police Department, 646 Ocoee Commerce Parkway, Ocoee, Florida, 34761. Each party is responsible for tracking mutual aid requests made or received in accordance with this Agreement.

C. The Sheriff or Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in their jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

D. Neither party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid herein. The requesting agency shall release equipment and personnel provided by the responding agency when they are no longer needed or when the responding party determines they are needed within its jurisdiction.

E. Upon request by the other party, personnel provided by the responding agency shall assist in transporting and processing prisoners during situations involving mass arrests. Upon request by the other party, they shall also assist with operating temporary detention facilities.

F. The requesting agency shall be responsible for recording radio communications, including but not limited to, time en route, number of units responding, time of arrival, time of completion, and any other pertinent radio communication.

G. Upon request by the other party, the requesting or responding agency shall complete a detailed report and forward a copy to the other agency.

H. In each of the following circumstances constituting a law enforcement emergency, the OCSO shall be deemed to have requested the operational assistance of the other party to apprehend the suspect and to take any other action reasonably necessary to protect persons or property. If law enforcement action is taken, the City police officer shall notify the OCSO as soon as practicable. This provision is not intended to grant general authority to conduct investigations, serve warrants or subpoenas, or attend to matters of a routine nature, but rather is intended to address critical, life threatening, or public safety situations.

1. A City police officer in the unincorporated county witnesses a forcible felony, as defined by Florida Statute 776.08, or other crime of violence against a person.

2. A City police officer in the unincorporated county observes a driver engaging in a pattern of conduct that constitutes imminent danger to the motoring public and reasonable suspicion of driving under the influence in violation of Florida law.
3. A City police officer within Orange County observes, or is notified of, an OCSO deputy needing or requesting assistance.
4. A City police officer taking law enforcement action pursuant to Section III(H)(1), III(H)(2), or III(H)(3) witnesses a related crime (e.g., resisting).
5. A City police officer outside of their jurisdiction who is continuing an investigation of a crime which began in their jurisdiction and is, at the Orange County Jail Complex, at the OCSO DUI Facility, transporting a subject, interviewing witnesses, victims or suspects, or engaged in the collection of evidence. The Parties recognize that the above referenced activities may not constitute law enforcement action and operational assistance is only requested to the extent required by law.

I. A City police officer who takes law enforcement action outside the City pursuant to this Agreement shall notify the OCSO and take all necessary steps to lawfully complete the enforcement action, including but not limited to, arresting the suspect, transporting the suspect to the appropriate booking location, booking, and providing appropriate reports documenting the event and the actions taken.

J. Except as specifically authorized in Section III(H) herein, City police officers are not empowered under this Agreement to take law enforcement action in areas of Orange County that are outside the City limits without specifically contacting the OCSO in advance for permission. The decision of the Sheriff or designee in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITIES

A. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the Sheriff, Chief of Police, or designee of the agency requesting assistance.

B. **Conflicts:** Whenever a law enforcement officer from one of the parties is rendering aid pursuant to this Agreement, they shall abide by, and be subject to, the rules and regulations, personnel policies, general orders, and standard operating procedures of their employer. If any such rule, regulation, personnel policy, general order, or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order, or standard operating procedure shall control and supersede the direct order.

C. **Handling Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the requesting agency shall be responsible for documenting the complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation.

The requesting agency shall expeditiously provide the responding agency with this information, along with a copy of all applicable documentation. The agency employing the subject of the complaint shall be responsible for conducting an appropriate review.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this Agreement, subject to the provisions of Florida Statute 768.28, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES, AND COSTS

A. Pursuant to the provisions of Florida Statute 23.127(1), an employee of a party who renders aid outside that party's jurisdiction but inside the state in accordance with this Agreement shall have the same powers, duties, rights, privileges, and immunities as if performing duties inside the employee's political subdivision in which normally employed.

B. A party that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

C. The parties are responsible for providing compensation and benefits to their respective employees providing services hereunder, including but not limited to salary, overtime, health insurance, disability insurance, life insurance, liability insurance, workers compensation, pension/retirement, vacation time, sick leave, and any amounts due for personal injury or death. Each party shall also defray the actual travel and maintenance expenses of its employees while they are rendering such aid.

D. The privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.

E. Nothing herein shall prevent the requesting agency from seeking supplemental appropriations from the governing authority having budgeting jurisdiction, or funds from other

available sources, to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: TERM

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect through December 31, 2028. If they so agree in writing, the Sheriff and Chief of Police may extend the term of this Agreement for a period of up to 120 days.

SECTION VIII: CANCELLATION

A party may terminate this Agreement for convenience upon delivery of written notice to the other party. The liability provisions of this Agreement shall survive any such termination.

SECTION IX: RELATION TO OTHER AGREEMENTS

Nothing herein is intended to abrogate any other agreements, or portions thereof, between the parties.

SECTION X: MISCELLANEOUS PROVISIONS

A. **Policy and Training:** Each party shall adopt and enforce written policy that is consistent with this Agreement and applicable law. Each party shall also train its law enforcement officers on extraterritorial jurisdiction, including but not limited to the parameters of mutual aid agreements.

B. **Forfeiture Litigation:** If a subscribing agency seizes any vessel, motor vehicle, aircraft, or other property pursuant to the Florida Contraband Forfeiture Act (Florida Statutes 932.701-707) during performance of this Agreement, the agency requesting assistance in the case of Operational Assistance, and the seizing agency in the case of Voluntary Cooperation, shall be responsible for maintaining a forfeiture action. For joint operations or task forces, the Sheriff and Chief of Police may agree on which agency will be responsible for maintaining related forfeiture actions. The agency pursuing the forfeiture action shall have the exclusive right to control, and responsibility to maintain, the proceedings and property in accordance with the Florida Contraband Forfeiture Act, including but not limited to complete discretion to bring a lawsuit, dismiss the case, or settle the case. Also, the agency pursuing the forfeiture action may recover its reasonable costs from the proceeds of the case (e.g., filing fee, court reporter fee, attorney time, auction expenses).

Proceeds from forfeited property seized as a result of or in accordance with this Agreement shall be divided to reflect the resources committed by each party. The parties shall confer to arrive at an appropriate formula. Similarly, if judgment and/or fees are entered against law enforcement, the parties shall confer to arrive at an appropriate formula.

C. **Powers:** Nothing in this Agreement shall be construed as any transfer or contracting away of the powers or functions of one party to the other.

D. **Law Enforcement Related Off-Duty Employment:** This Agreement does not grant law enforcement powers to City police officers for purposes of law enforcement related off-duty employment.

E. **Damages:** This Agreement shall in no event confer upon any person, corporation, partnership, or other entity, including the parties hereto, the right to damages or any other form of relief against any party to this Agreement for operations or omissions hereunder.

F. **Conflicts with Florida Mutual Aid Act:** In the event of a conflict between the provisions of this Agreement and Florida Statute 23.1225, et seq., the "Florida Mutual Aid Act," the provisions of the Florida Mutual Aid Act shall control.

G. **Amendments:** This Agreement contains the entire understanding between the parties and shall not be renewed, amended, or extended except in writing.

H. **Governing Law and Venue:** This Agreement shall be construed in accordance with Florida law. The venue of any litigation arising hereunder shall be Orange County, Florida.

In witness whereof, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

SHERIFF'S OFFICE OF ORANGE COUNTY, FLORIDA

John W. Mina
as Sheriff of Orange County, Florida

Date:_____

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 2024.

General Counsel

OCOE POLICE DEPARTMENT



Vincent Ogburn Sr.
Chief of Police

Date: 7-8-2024

APPROVED:
OCOE, FLORIDA

ATTEST: _____

City Clerk

Rusty Johnson
Mayor

APPROVED BY THE CITY
COMMISSION OF THE CITY
OF OCOE, FLORIDA, AT A
MEETING HELD ON

UNDER AGENDA NO. _____.

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOE, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____ 2024.

City Attorney



STAFF REPORT

Meeting Date: July 16, 2024

Item #: 8

Contact Name: Joyce Tolbert
Contact Number: Ext. 1516

Department Director: Rebecca Roberts
City Manager: Robert Frank

Subject: Approval for Declaration of City Surplus Property. (Procurement Manager Tolbert)

Background Summary:

The attached is a departmental listing of items requested to be declared as surplus property. A tentative listing was given to all departments, allowing an opportunity to request any items meeting their departmental needs; all requests for transfer were approved by the City Manager, and removed from the surplus list. The Police Department's unclaimed evidence & abandoned property have been transferred to the City per the attached memorandum.

The City is currently under contract with George Gideon Auctioneers, Inc., Zellwood, Florida for the public sale of the City's surplus property, which piggybacks the School District of Osceola County contract terms and conditions, which has been renewed to January 25, 2025. These items are identified on the list as **ID Code "G"**. Due to market demand, Gideon performs online auctions only. Gideon will continue to act as the dealer in transferring all titles and collecting sales tax, collecting payments, cleaning items, taking auction pictures and listing each item, which includes answering questions and showing the items to the public. This action will present the City with the opportunity of a larger coverage area with more convenience for the public, and would alleviate the overtime costs and auctioneer fees incurred in conducting the auction in-house. The City successfully utilized Gideon auctions for previous surplus sales, and found the proceeds received for items sold by Gideon to be comparable to those sold directly by the City or other online auction platforms.

Gideon receives 2.5% commission on all titled items (vehicles/on road equipment), 6% on all non-titled items and a 10% buyer paid premium, which is common for this industry. Any items that do not sell will be listed again, or other selling options will be explored by Staff and brought back to the City Commission for approval. A detailed report of all items sold and their respective amounts will be forwarded to the City along with payment within fourteen (14) business days of the end of the auction.

The surplus items will be delivered to the Gideon property located at 2753 N. Hwy. 441, Zellwood, FL 32798. The public inspection of items at the auction site is during business hours, from 9:00 a.m. to 4:00 p.m., 3:00 p.m. for deliveries. A link to the City's surplus auctions on Gideon's auction site will be placed on the City's website. In compliance with Florida Statute Chapter §274, the public notice of auction will be advertised in the Orlando Sentinel, the West Orange Times, and the City's website.

Issue:

Should the Honorable Mayor and City Commission declare the attached listed items as surplus property and approve the disposition thereof?

Recommendations:

Staff recommends the Honorable Mayor & City Commission:

1. Declare the items listed as surplus property; and
2. Approve George Gideon Auctioneers Inc. for the public online sale of the City's surplus property

Attachments:

1. Unclaimed Property Transfer
2. City of Ocoee Surplus List FY 23-24

Financial Impacts:

City expenses would be administrative and labor to move or prepare the items for sale, plus auction fees. However, the money received for all items sold should offset these expenses. Auction proceeds will be deposited back into the respective funds, and the City Commission will be notified of the final auction proceeds.

Type of Item: Consent



Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

District 4
Ages Hart

City Manager
Robert D. Frank

Acting Chief of Police
Vincent L. Ogburn, Sr.

TO: Robert Frank, City Manager
FROM: Vincent Ogburn, Acting Chief of Police
DATE: February 12, ~~2023~~
2024
SUBJECT: Surplus Property

This memorandum is to inform you that the Ocoee Police Department is transferring to the City of Ocoee all of the Personal Property, found, abandoned, and unclaimed evidence listed on Schedule #1 attached hereto and made a part of hereof (the property). Our Department is hereby in compliance with F.S.S 705 by virtue of attempted to locate and notify the known owners of said property.

For the remainder of the property, the Department has determined that all the said property is valued at \$100 or less and notice has been given by posting a description of the property at our Department where the property is being held. The notice was posted for a period of not less than two consecutive weeks beginning December 1, 2023.

Ocoee Police Department

By: Vincent L. Ogburn, Sr.
Name: Vincent L. Ogburn, Sr.
Title: Acting Chief of Police

Accepted:
City of Ocoee, Florida

By: Robert D. Frank
Name: R. Frank
Title: CM

Date: 2/14/24

Public Notice

UNCLAIMED PROPERTY

The City of Ocoee Police Department has in its physical possession the unclaimed personal property described herein: various bicycles, personal items, tools, clothing, cash, credit/debit/ gift cards, jewelry, electronics, back packs, and other miscellaneous items. If you have any ownership interest in any of this unclaimed property, you must file a claim with the City of Ocoee Police Department within 30 days from the date of publication of this notice, or you will lose your interest in that property. Sufficient description of the property must be presented to establish reasonable certainty the person claiming the property is the owner.

To file a claim, please contact:

Nicole Steen
(407) 554-7220
City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL 34761

12/1/2023

Public Notice

UNCLAIMED PROPERTY

The City of Ocoee Police Department has in its physical possession the unclaimed personal property described herein: various bicycles, personal items, tools, clothing, cash, credit/debit/ gift cards, jewelry, electronics, back packs, and other miscellaneous items. If you have any ownership interest in any of this unclaimed property, you must file a claim with the City of Ocoee Police Department within 30 days from the date of publication of this notice, or you will lose your interest in that property. Sufficient description of the property must be presented to establish reasonable certainty the person claiming the property is the owner.

To file a claim, please contact:

Nicole Steen
(407) 554-7220
City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL 34761

1/1/2024

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
1	G	Fire Department	Locker	n/a	n/a	(4) 36" Gray, metal storage lockers	n/a	Functionable.Dept no longer uses this type of locker for gear storage.
2	G	Fire Department	Angus	n/a	n/a	(11) 5" Hoses	n/a	Outside its life cycle.
3	G	Fire Department	Mini Fridge	n/a	na/	36" Tall Mini Fridge	n/a	Broken
4	G	Fire Department	Overhead Projector	n/a	n/a	Overhead Projector	n/a	Broken
5	G	Fire Department	Electric Super Vac Fan	Super Vac	n/a	Large Super Vac Fan	n/a	Broken
6	G	Fire Department	EV 400 PPV Fan	EV400	n/a	(4) PPV Fan Red	n/a	Outside its life cycle.
7	G	Fire Department	Honda Generator	Honda	n/a	Honda Generator	n/a	Outside its life cycle.
8	G	Fire Department	Circle D Lights	n/a	n/a	(4) Large Circle D Lights	n/a	Outside its life cycle.
9	G	Fire Department	Circle D Lights	n/a	n/a	(4) Medium Circle D Lights	n/a	Outside its life cycle.
10	G	Fire Department	Mounts for light	n/a	n/a	(4) Circle D light mounts	n/a	Outside its life cycle.
11	G	Fire Department	Craftsman	n/a	n/a	Tools	n/a	n/a
12	G	Fire Department	Porter Cabel Sawzall	n/a	n/a	Sawzall	n/a	Not Working
13	G	Fire Department	Hiatachi	n/a	n/a	(4) Nail Gun Silver	n/a	Not Working
14	G	Fire Department	Bostich	n/a	n/a	Nail Gun Blue	n/a	Not Working

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
15	G	Fire Department	Circular Saws	n/a	n/a	(3) K950 K-12 Saws	n/a	Not Working
16	G	Fire Department	Air Hoses	n/a	n/a	(3) Air Hose approx 25'	n/a	Outside its life cycle.
17	G	Fire Department	Schumaker	n/a	n/a	Battery Charger	n/a	Not working
18	G	Fire Department	Hiatachi	n/a	n/a	(4) Battery Drills	n/a	Not working
19	G	Fire Department	Bosch	n/a	n/a	Bosch Battery Drill Kit	n/a	Used but still functionable.
20	G	Fire Department	Dewalt	n/a	n/a	Battery Drill		Broken
21	G	Fire Department	Dewalt	n/a	n/a	Electric Drill	n/a	Used but still functionable.
22	G	Fire Department	Bench Pro	n/a	n/a	Bench Pro Angle Grinder	n/a	Outside its life cycle
23	G	Fire Department	Ryobi	n/a	n/a	Battery Charger	n/a	Not Working
24	G	Fire Department	Dewalt	n/a	n/a	Hammer Drill	n/a	Outside its life cycle
25	G	Fire Department	Impact Wrench	n/a	n/a	AT10 1/2 Impact Wrench	n/a	Outside its life cycle
26	G	Fire Department	Hand Saw	n/a	n/a	Orange Hand Saw	n/a	Outside its life cycle
27	G	Fire Department	Dewalt	n/a	n/a	Air Compressor	n/a	Outside its life cycle
28	G	Fire Department	Saw Horse	n/a	n/a	Metal Saw Horse	n/a	Outside its life cycle
29	G	Fire Department	Metal Rack	n/a	n/a	(2) 5 Shelf racks	n/a	Outside its life cycle

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
30	G	Fire Department	SCBA	ZICO	n/a	SCBA Mounting racks	n/a	Outside its life cycle
31	G	Fire Department	TIC Mounts	n/a	n/a	(3) MSA TIC Mounts	n/a	Outside its life cycle
32	G	Fire Department	Water Rescue Buoys	n/a	n/a	(3) Red Water Rescue Buoys	n/a	Outside its life cycle
33	G	Fire Department	Chiller Fans	n/a	n/a	(2) Water cooled chiller fan	n/a	Broken
34	G	Fire Department	Pump Sprayer	n/a	n/a	Backpack Pump Sprayer	n/a	Broken
35	G	Fire Department	Lazy Boy	n/a	n/a	(10) Station Recliners	n/a	Used but still functional
36	G	Fire Department	Ventilated Shelving	n/a	n/a	(2) White Ventilated Shelving	n/a	Used but still functional
37	G	Fire Department	Smith & Wesson	Perimeter	n/a	(2) EMS Mountain Bikes	n/a	Frame/rims good needs reconditioning
38	G	PW-Police 1044	Ford	Fusion	1FA6P0G79E5387351	2014 w/64947 miles		not running estimated mileage
39	G	PW-Police 1085	Chevy	Tahoe	1GNLC2EC0FR685566	2015 w/92042 miles		not running estimated mileage
40	G	PW-Parks/Rec 984	Ford	Bus	1FDFE4FSXBDA80054	2012 w/59090 miles	VEH 0405	not running estimated mileage
41	G	PW-Facilities 113	Ford	Van	1FTNE24W06HA07705	2006 w/53029 miles	VEH0265	not running estimated mileage
42	G	PW-Police 1084	Chevy	Tahoe	1GNLC2EC8FR686111	2015 w/92998 miles		not running estimated mileage
43	G	PW-Utilities 888	Ford	Explorer	1FMEU73E88UA92758	2008 w/59365 miles	VEH0360	not running estimated mileage
44	G	PW-Utilities 966	Ford	F-150	1FTMF1CM7BFA15521	2011 w/72655 miles	VEH0399	not running estimated mileage

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
47	G	PW-Utilities 997	Ford	Escape	1FMCU0C75CKC19664	2012 w/57793 miles		not running estimated mileage
48	G	PW-Utilities 952	Ford	Escape	1FMCU0C77AKC58706	2010 w/66948 miles	VEH0384	not running estimated mileage
49	G	PW-Police 1147	Dodge	Charger	2C3CDXAG4HH605463	2017 w/68302 miles		not running estimated mileage
50	G	PW-Facilities 24	Ford	E-250	1FTNE24W16DA41353	2006 w/53323 miles	VEH0324	not running estimated mileage
51	G	PW-Parks/Rec 611	Ford	E-350	1FBSS31L33HB41524	2003 w/77307 miles	VEH0225	not running estimated mileage
52	G	PW-Police 1189	Dodge	Charger	2C3CDXAG5JH325833	2018 w/57314 miles		not running estimated mileage
53	G	PW-Facilities 1019	Ford	Transit	NM0LS6AN9DT156088	2013 w/42730 miles	VEH 0429	not running estimated mileage
54	G	PW-Parks Maint 602	Ford	F-250	1FTNF21516EC40406	2006 w/138464 miles	VEH0326	not running estimated mileage
55	G	PW-Fire 917	Pierce	Pumper	4P1CE01A39A010008	2009 w/1452 miles		not running estimated mileage
56	G	PW-Fire 398	Ford	Expedition	1FMFU15566LA73286	2006 w/123179 miles	VEH0301	not running estimated mileage
57-242	G	PW-Utilities 518	Ford	F-150	1FTRF14W46NB18333	2006 w/98251 miles	VEH0322	not running estimated mileage
58	G	PW-Utilities 202	Ford	Explorer	1FMZU72K15UB53453	2005 w/49732 miles	VEH0247	not running estimated mileage
59	G	PW-Utilities 809	GMC	Camera Truck	1GDKP32R1T3500040	1996 w/20230 miles	VEH0111	past useful life
60	G	Parks/Rec	Yamaha	Concierge	JW1-K8401-12-00-80	2015 Golf Cart 4 passenger	VEH1060	not running/past useful life
61	G	Support Services	Dell	PowerEdge T710	DDPTJN1	Server	CPU0973	Hard Drive Removed

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
62	G	Support Services	Dell	PowerEdge R320	HZWDR22	Server	EQP0424	Hard Drive Removed
63	G	Support Services	Dell	PowerEdge R520	1Z28Y842	Server	CPUXX	Hard Drive Removed
64	G	Support Services	Quantum	Dxi 4701	F28Y842	Disk Backup/Data Deduplication Device	N/A	No Disk Drives
65	G	Support Services	Quantum	Dxi 4701	1LDPW12	Disk Backup/Data Deduplication Device	N/A	No Disk Drives
66	G	Support Services	Dell	PowerEdge R320	HZWCR22	Server	EQP0421	Hard Drive Removed
67	G	Support Services	Dell	PowerEdge R320	31XVFZ1	Server	EQP1108	Hard Drive Removed
68	G	Support Services	Dell	PowerEdge R320	8K79842	Server	EQP0070	Hard Drive Removed
69	G	Support Services	Dell	PowerEdge R420	BB3WGX1	Server	CPU1111	Hard Drive Removed
70	G	Support Services	Dell	PowerEdge R320	HZXCR22	Server	EQP0422	Hard Drive Removed
71	G	Support Services	Dell	Optiplex 3010	80GDCZ1	Desktop - Core i5-3470 3.20GHz;4GB;500GB	CPU1120	Hard Drive Removed
72	G	Support Services	Dell	Optiplex 9020	C2F3CZ1	Desktop - Core i7 4770 3.40GHz;8GB;500GB	CPU1217	Power Supply, Hard Drive & Ram Removed
73	G	Support Services	Dell	Optiplex 3010	FL4QCX1	Desktop - Core i3-3220 3.3 GHz;4GB;250GB	CPU1224	Power Supply & Hard Drive Removed. Processor Dead.
74	G	Support Services	Dell	Optiplex 3020	C3F8V52	Desktop	CPU1353	Hard Drive Removed. Device won't image
75	G	Support Services	Dell	OptiPlex 3010	1DCD9Y1	Desktop	CPU1114A	Power Supply & Hard Drive Removed.
76	G	Support Services	Dell	Optiplex 780 USFF	8NPLXV1	Desktop - Core i3 2120 3.3 GHz;4GB;500GB	CPU1078	Hard Drive Removed

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
77	G	Support Services	Dell	Latitude E6520	4H63GS1	Laptop - Core i5-2520M 2.50 GHz NB;4GB;128GB SSD;15.6"	CPU1059	Hard Drive, Ram, Battery Removed
78	G	Support Services	Dell	Latitude E6440	G1JLL12	Laptop - Core i5-4310M 2.7GHz;4GB;500GB; 14"	CPU1248	Hard Drive Removed
79	G	Support Services	Dell	Latitude 5480 XCTO	DF1GJM2	Laptop - i5-7300U Dual core, 2.60GHz, 3MB Cache	CPU1506	Broken Screen. Hard Drive & Battery Removed.
80	G	Support Services	Dell	Latitude 5480 XCTO	4K4HJM2	Laptop - i5, 8GV, 128 GB SSD	CPU1508	Broken Screen, Hard Drive Removed
81	G	Support Services	Dell	Latitude 5285	137KLH2	Tablet	CPU1479	Screen Detached
82	G	Support Services	Dell	Latitude 5290 2-in-1	6W6KRV2	Tablet	CPU1604	Screen Detached
83	G	Support Services	Dell	Latitude 5290 2-in-1 XCTO	96X95Q2	Tablet - i7-8650U 16Gb SSD	CPU1538	Hard Drive Removed
84	G	Support Services	Dell	Latitude 5285 2-in-1	C9BF5Y2	Tablet- Fingerprint Reader, i5, 8GB	CPU1623	Hard Drive Removed
85	G	Support Services	Lenovo	ThinkPad E550	PF-0ANL7H	Laptop	N/A	Obsolete
86	G	Support Services	Lenovo	Chromebook C340- 11	PF2QQ39Q	Silver laptop with stickers	N/A	Scratched from use. Looks operational.
87	G	Support Services	Samsung	Notebook XE500C13	0Q9T91KM101035B	Black Samsung Chromebook	N/A	Decent Condition
88	G	Support Services	Adtran	Netvanta 1234P	1703595G1	Switch	N/A	Works but Older Model
89	G	Support Services	Cisco Systems	Catalyst 3560 Series POE-24	FDO1122Z35K	Switch	N/A	Works but Older Model
90	G	Support Services	Cisco	SG300-52	DNi182701TM	Switch	N/A	Works but Older Model
91	G	Support Services	Netgear	ProSafe GS 728TP	3AP2415G0043F	Switch	N/A	Works but Older Model

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
92	G	Support Services	Adtran	Netvanta 5660	17825660F1	Switch	N/A	Works but Older Model
93	G	Support Services	Ether Access	ETX-204A	1438012656	Switch	N/A	Works but Older Model
94	G	Support Services	Cisco Systems	ME 3400	FOC1234VQ9K	Switch	N/A	Case Damaged
95	G	Support Services	Cisco	ASA 5505	JMX1905Z0WK	Switch	N/A	Works but Older Model
96	G	Support Services	Ruckus	R610 Access Point	9.91849E+11	Access Point	N/A	Works but Older Model
97	G	Support Services	Cisco	Aironet 802	FTX1540K4HG	Access Point	CPU0055	Works but Older Model
98	G	Support Services	Logitech	K400r	1817SCA0AQ68	Wireless Keyboard	N/A	Missing USB dongle
99	G	Support Services	Logitech	K400+	1741SCF07QY8	Wireless Keyboard	N/A	Missing USB dongle
100	G	Support Services	Dell	N/A	N/A	Wireless Keyboard	N/A	Missing USB dongle
101	G	Support Services	Logitech	MK320	SY148UK	Wireless Keyboard	N/A	Missing USB dongle
102	G	Support Services	Logitech	K330	1515SY028AH8	Wireless Keyboard	N/A	Missing USB dongle
103	G	Support Services	Logitech	K330	1632SYA0HYA8	Wireless Keyboard	N/A	Missing USB dongle
104	G	Support Services	Dell	N/A	CN-07W762-64535-6CJ-0010	Grey Desk Stand / Dock	N/A	Obsolete
105	G	Support Services	Dell	N/A	CN-0PW395-73901-07A-3630-A01	Black Desk Stand / Dock	N/A	Obsolete
106	G	Support Services	Dell	E2420H	2XPQP63	Black 24" Monitor with Stand	N/A	Cracked Display

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
108	G	Support Services	Dell	1708FPF	CN-0PM372-72872-78V-0DRS	Silver Monitor with Stand	N/A	Surface Marks on Screen
109	G	Support Services	Dell	1908FPb	CN-0D319J-74261-95V-2M6S	Black Monitor, with Speaker & Stand	N/A	Obsolete
111	G	Support Services	Dell	1901FP	CN-05Y232-71618-46A-BCDT	Silver Edge Monitor with Stand	N/A	Obsolete
112	G	Support Services	Dell	1908FPt	CN-0D307J-74445-93N-DC6L	Black Monitor with Speaker & Stand	N/A	Obsolete
113	G	Support Services	Dell	1707FPC	CN-0CC352-64180-692-4SXS	Silver Monitor with Speaker & Stand	N/A	Obsolete
114	G	Support Services	Dell	1908FPt	CN-0D307J-74445-93N-DC1L	Black Monitor with Speaker & Stand	N/A	Surface Marks on Screen
115	G	Support Services	eMachines	E181HV	ETQ30080010060B5CE4217	Monitor with Stand	N/A	Obsolete
116	G	Support Services	Dell	1707FPf	CN-0CJ167-72872-6AK-1GEU	Silver Monitor with Speaker & Stand	N/A	Obsolete
117	G	Support Services	Dell	1908FPc	BR-0G438H-07591-8A9-1F8H	Monitor with Speaker & Stand	N/A	Bad Screen
118	G	Support Services	MRQ	DGF156	DTX0200515-44 210-LKN	Mini monitor	N/A	Obsolete
119	G	Police Department	Decatur	Genesis II Select	G2S-26050	In car radar with remote, tuning forks antenna (2) wires	No asset #	Does not work
120	G	Police Department	Decatur	Genesis II Select	G2S-17077	In car radar with remote, tuning forks antenna (2) wires	No asset #	Does not work
121	G	Police Department	Decatur	Genesis II Select	G2S-37013	In car radar with antenna (2) wires	No asset #	Does not work
122	G	Police Department	Decatur	Genesis handheld	GHD-17621	Hand held radar	No asset #	Does not work
123	G	Police Department	Decatur	Genesis handheld	GHD-05656	Hand held radar	No asset #	Does not work

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
124	G	Police Department	cmi	intoxilyzer s-D5	SD5-005831	Portable breath tester	No asset #	Does not work
125	G	Police Department	Laser Labs	Model 100	12296009528	Tint meter	No asset #	Does not work
126	G	Police Department	Sterns	N/A	N/A	Life vest	No asset #	fair condition
127	G	Police Department	Prism	N/A	N/A	Light Tree	EQP1007	works
128	G	Police Department	Radio Shack	N/A	N/A	Recording equipment	No asset #	Antiquated
129	G	Police Department	Louroe Electronics		75028054	Monitor	No asset #	Not being used
130	G	Police Department	Spyteck	STI_GL300	860599002068641	GPS tracker in case	No asset #	Antiquated
131	G	Police Department	Spyteck	STI_GL300	860599002055325	GPS tracker in case	No asset #	Antiquated
132	G	Police Department	Spyteck	STI_GL300	86059900206767	GPS tracker in case	No asset #	Antiquated
133	G	Police Department	Spyteck	STI_GL300	860599002077451	GPS tracker in case	No asset #	Antiquated
134	G	Police Department	Optimus 2.0	GL300MA	MP09618D6010845	GPS tracker in case	No asset #	Antiquated
135	G	Police Department	MMR-4	Minimate	334-0955	UC wire/monitor system; 3 pelican cases	No asset #	Antiquated
136	G	Police Department	Corporation	Carry on	C05706356	Old Community Affairs Trailer	No asset #	Poor condition no longer of use.
137	G	Police Department	UK	M17	None found	2 black gas masks	No asset #	Extremely old and not for current use
138	G	Police Department	UK	M15A1	None found	2 green gas mask bags	No asset #	Extremely old and not for current use

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
139	G	Police Department	KeyPer	N/A	N/A	(3) Peg Board Cabinets for Keys	No asset #	Good condition
140	G	Police Department	Lenmark	4063-210	406347990N36M	Laser Printer	No asset #	No Power Cord, Not Operational
141	G	Police Department	Cross Match	900100	ID500-003721	Fingerprint Machine	No asset #	No Power Cord, Not Operational
142	G	Police Department	Npower	Unknown	Unknown	Light blue power inverter	No asset #	Obsolete
143	G	Police Department	FUSION	782-2232	1302001333	Gray and black power inverter	No asset #	Obsolete
144	G	Police Department	FUSION	782-2232	1405005035	Gray and black power inverter	No asset #	Obsolete
145	G	Police Department	FUSION	782-2232	Unknown	Gray and black power inverter	No asset #	Obsolete
146	G	Police Department	FUSION	782-2232	911005170	Gray and black power inverter	No asset #	Obsolete
147	G	Police Department	FUJITSU	fi-7160	A36DG41003	Black and gray scanner.	No asset #	Obsolete
148	G	Police Department	MAXITRAC	37750	4497701072020.00	Green and black power inverter	No asset #	Obsolete
149	G	Police Department	realink	D800	N/A	White IP Camera	No asset #	Obsolete
150	G	Police Department	realink	D800	N/A	White IP Camera	No asset #	Obsolete
153	G	Police Department	Brother Desk Printer	N/A	U64177C9N463665	Printer	No asset #	Obsolete
154	G	Police Department	17x Motorola Prep Mic	PMMN4099CL	N/A	Prep Mic	No asset #	Defective
155	G	Police Department	6x Mice	N/A	N/A	Mouse	No asset #	Missing USB dongle

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
156	G	Police Department	2x Remote	N/A	N/A	Remote	No asset #	Abandoned
157	G	Police Department	Driver License Reader	MAGTEK	B2DF598	Driver License Reader	No asset #	Obsolete
158	G	Police Department	Driver License Reader	MAGTEK	X02LJR4	Driver License Reader	No asset #	Obsolete
159	G	Police Department	Driver License Reader	MAGTEK	X02LJPF	Driver License Reader	No asset #	Obsolete
160	G	Police Department	Driver License Reader	MAGTEK	B2DF57F	Driver License Reader	No asset #	Obsolete
161	G	Police Department	Driver License Reader	MAGTEK	Unknown	Driver License Reader	No asset #	Obsolete
162	G	Police Department	Driver License Reader	MAGTEK	X03YA22	Driver License Reader	No asset #	Obsolete
163	G	Police Department	Driver License Reader	MAGTEK	B2DF594	Driver License Reader	No asset #	Obsolete
164	G	Police Department	Driver License Reader	MAGTEK	B2DF5BA	Driver License Reader	No asset #	Obsolete
165	G	Police Department	Driver License Reader	MAGTEK	Unknown	Driver License Reader	No asset #	Obsolete
166	G	Police Department	Driver License Reader	MAGTEK	X02LKF9	Driver License Reader	No asset #	Obsolete
167	G	Police Department	Driver License Reader	MAGTEK	Unknown	Driver License Reader	No asset #	Obsolete
168	G	Police Department	Driver License Reader	MAGTEK	Unknown	Driver License Reader	No asset #	Obsolete
169	G	Police Department	Driver License Reader	MAGTEK	Unknown	Driver License Reader	No asset #	Obsolete
170	G	Police Department	Driver License Reader	MAGTEK	B2DF58F	Driver License Reader	No asset #	Obsolete

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
171	G	Police Department	Driver License Reader	MAGTEK	B2DF5A4	Driver License Reader	No asset #	Obsolete
172	G	Police Department	Driver License Reader	MAGTEK	B2E68D8	Driver License Reader	No asset #	Obsolete
173	G	Police Department	Driver License Reader	MAGTEK	Unknown	Driver License Reader	No asset #	Obsolete
174	G	Police Department	Driver License Reader	MAGTEK	82DF598	Driver License Reader	No asset #	Obsolete
175	G	Police Department	Driver License Reader	MAGTEK	82DF5A6	Driver License Reader	No asset #	Obsolete
176	G	Police Department	Driver License Reader	MAGTEK	B2DF589	Driver License Reader	No asset #	Obsolete
177	G	Police Department	Driver License Reader	MAGTEK	B2DF596	Driver License Reader	No asset #	Obsolete
178	G	Police Department	Driver License Reader	MAGTEK	X02LKF4	Driver License Reader	No asset #	Obsolete
179	G	Police Department	Driver License Reader	MAGTEK	X03YA20	Driver License Reader	No asset #	Obsolete
180	G	Police Department	Driver License Reader	MAGTEK	X03YA1X	Driver License Reader	No asset #	Obsolete
181	G	Police Department	Driver License Reader	MAGTEK	B2E6C40	Driver License Reader	No asset #	Obsolete
182	G	Police Department	Driver License Reader	MAGTEK	B2DF58F	Driver License Reader	No asset #	Obsolete
183	G	Police Department	Driver License Reader	MAGTEK	B2D255AB	Driver License Reader	No asset #	Obsolete
184	G	Police Department	Driver License Reader	MAGTEK	Unknown	Driver License Reader	No asset #	Obsolete
185	G	Police Department	Brother In-Car Printer	PJ-623	U62864-M1G312132	In-Car Printer	No asset #	Defective

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
186	G	Police Department	Brother In-Car Printer	PJ-623	U62864-E4Z466406	In-Car Printer	No asset #	Defective
187	G	Police Department	Brother In-Car Printer	PJ-623	U62864-M1G312218	In-Car Printer	No asset #	Defective
188	G	Police Department	Brother In-Car Printer	PJ-623	U62864-F5Z696140	In-Car Printer	No asset #	Defective
189	G	Police Department	Axon 6-Bay Charger	T00027	X80014615	Taser Battery Charger	No asset #	Obsolete
190	G	Police Department	Axon 6-Bay Charger	T00027	X79025118	Taser Battery Charger	No asset #	Obsolete
191	G	Police Department	Kustom Signals	TPAA724361	Unknown	Mount	No asset #	Obsolete
192	G	Police	Penn	Pursuit Graphite		Black fishing rod with wooden handle	Unclaimed Evidence Labels not verified	Line must be fixed. Operational
193	G	Police	Ugly Stik	Shakespeare		Black fishing rod with red and gold details	Unclaimed Evidence Labels not verified	Line must be fixed. Operational
194	G	Police	Husky			Black bag	Unclaimed Evidence Labels not verified	Good condition
195	G	Police	Adidas			Red and black backpack with white stripes	Unclaimed Evidence Labels not verified	A little stained from usage. All zippers work.
196	G	Police	Outdoor Products	Arrowhead		Green & Grey hiking backpack	Unclaimed Evidence Labels not verified	A little stained from usage. All zippers work.
197	G	Police	Outdoor Products			Green backpack	Unclaimed Evidence Labels not verified	Looks new.
198	G	Police	Decathlon	Quechua		Camping tent in blue bag	Unclaimed Evidence Labels not verified	Assembly needed to verify condition

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
199	G	Police	Ozark Trail	Mummy		Blue cool weather sleeping bag	Unclaimed Evidence Labels not verified	Looks brand new
200	G	Police	Ozark Trail			Single burner propane stove	Unclaimed Evidence Labels not verified	Looks new still in the box
201	G	Police	Ozark Trail			Grey lantern	Unclaimed Evidence Labels not verified	Great condition; like new
202	G	Police	Luminar outdoor			Black lantern	Unclaimed Evidence Labels not verified	Great condition; like new
203	G	Police	Igloo	Laguna 1/2 gal		Grey and white beverage cooler w/ chain link hooks	Unclaimed Evidence Labels not verified	Looks new
204	G	Police	Kazoo Outdoor	Mercury - 3p		Green and red 3 person tent	Unclaimed Evidence Labels not verified	Looks brand new
205	G	Police	Nautica			Black leather wallet	Unclaimed Evidence Labels not verified	A little stained from use.
206	G	Police	Travelambo			Brown leather cardholder	Unclaimed Evidence Labels not verified	Slightly scratched from use. Good.
207	G	Police	Vacheron Constantin			Black leather wallet	Unclaimed Evidence Labels not verified	Slightly scratched and stained from use.
208	G	Police	Tommy Hilfiger			Black leather wallet	Unclaimed Evidence Labels not verified	Slightly scratched and stained from use.
209	G	Police	Sakroots			Women's wallet with flower designs	Unclaimed Evidence Labels not verified	Slightly used. Good

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
210	G	Police	Buckle Down			Checkered style leather wallet	Unclaimed Evidence Labels not verified	Slightly worn from usage.
211	G	Police	Dickies			Brown leather wallet	Unclaimed Evidence Labels not verified	Slightly worn from usage.
212	G	Police	Perry Ellis			Black Wallet with strap for holding cash	Unclaimed Evidence Labels not verified	Slightly worn from usage.
213	G	Police	Louis Vuitton (2)			Black & Brown checkered wallet, Black/Gold purse	Unclaimed Evidence Labels not verified	Good condition; Fair condition
214	G	Police	Distortion			Black wallet with square bumps/pattern	Unclaimed Evidence Labels not verified	Decent condition.
215	G	Police	Supreme	Cordura		Gold Supreme fanny pack	Unclaimed Evidence Labels not verified	Looks almost new.
216	G	Police	Mellow World			Hand purse with leopard print	Unclaimed Evidence Labels not verified	Somewhat discolored inside from use.
217	G	Police	Ivy London			Women's black wallet w/gold color details	Unclaimed Evidence Labels not verified	Lightly used w/scratches on metal logo
218	G	Police	Disney	Gravity Falls		Burgundy & Gold Wallet	Unclaimed Evidence Labels not verified	Slightly worn from usage.
219	G	Police	Michael Kors (3)			Black metal cardholder, Black purse, Brown wallet w/yellow & silver stripes	Unclaimed Evidence Labels not verified	All slightly worn from usage
220	G	Police	Unknown (4)			Black leather wallet, Brown leather wallet, Brown trifold American cow leather wallet, Faux animal skin wallet	Unclaimed Evidence Labels not verified	Almost new. Great condition.

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
221	G	Police	Unknown (3)			(1) Black metal cardholder, (1) White metal cardholder w/mermaid designs, (1) metal cardholder	Unclaimed Evidence Labels not verified	Slightly worn or scratched
222	G	Police	Life Alert	LTE		Life alert device (black and bronze)	Unclaimed Evidence Labels not verified	Seems operational, Unknown if it works
223	G	Police	Apple	Airpod		White Earpods	Unclaimed Evidence Labels not verified	Good condition; slightly dirty inside case
224	G	Police	Apple	Airpod		1 pair of white apple airpods w/o case	Unclaimed Evidence Labels not verified	Missing charging case; slightly worn
225	G	Police	Soundmates	Airpod case	MM2137776	Charging case w/ black cover	Unclaimed Evidence Labels not verified	Slightly dirty; only 1 airpod inside
226	G	Police	Samsung	Probuds v2	MM22258017	White earphones in white case	Unclaimed Evidence Labels not verified	Looks new
227	G	Police	Unknown			White wired earphones	Unclaimed Evidence Labels not verified	Good condition; a little dirty.
228	G	Police	JBL			Green portable speaker	Unclaimed Evidence Labels not verified	A little dirty. Works as intended
229	G	Police	Unknown			Black bicycle portable speaker	Unclaimed Evidence Labels not verified	Looks new. Operational.
230	G	Police	Ninebot		9BE1A22DG0322	Black computer charger	Unclaimed Evidence Labels not verified	Looks new
231	G	Police	Amazon	Echo Dot	G090XG0793672N5M	Amazon speaker with power cord	Unclaimed Evidence Labels not verified	Little dirty from usage. Seems operational

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
232	G	Police	Apple	Watch		Apple watch with pink wristband	Unclaimed Evidence Labels not verified	Looks new
233	G	Police	Armitron			Silver analog women's watch	Unclaimed Evidence Labels not verified	Decent condition; needs new battery
234	G	Police	Unknown			Black & Silver watch w/diamond like stones	Unclaimed Evidence Labels not verified	Almost new.
235	G	Police	Unknown			Gold colored chain	Unclaimed Evidence Labels not verified	Discolored looks good from afar.
236	G	Police	Frenessa			Black & silver metal organizational box	Unclaimed Evidence Labels not verified	Stained inside from use. Works as intended.
237	G	Police	Acme Made	San Francisco		Black zipper bag/case for tablets	Unclaimed Evidence Labels not verified	Worn outside/good inside. Zipper works
238	G	Police	Unknown			Bottle keychain w/shells, ring, tiny s-clip	Unclaimed Evidence Labels not verified	Good condition
239	G	Police	Wilson	Hammer 4.0		Gold Wilson tennis racket case	Unclaimed Evidence Labels not verified	Good condition; light scuff marks
240	G	Police	Glock			Black handgun box	Unclaimed Evidence Labels not verified	A little stained. Foam inside is a little worn.
241	G	Police	Ply Gem	Cellwood		4 boxes of shutters and 1 box of screws	Unclaimed Evidence Labels not verified	Looks like new items, still in the box.
242		duplicated see #57						
243	G	Streets 1213	Scag	Cheetah	SCZ61RD-3FX	2019 zero turn riding mower	N/A	

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
244	G	Parks Maint 1142	Toro	Z Master	400150605	2017 Riding Mower	1142	Caught on fire
245	G	Parks Maint 1168	Toro	Z Master	402252502	2017 Riding Mower	1168	rusted out
246	G	Streets 1090	John Deere	Terrain Tractor	1TC1580VKGR020014	2016	1090	Starts & runs
247	G	Streets	John Deere	Gator	W004X2X037475	2000 w/24	EQP347	not running
248	G	Streets	John Deere	Gator	W004X2X037476	2000 w/438	EQP350	not running
249	G	Fleet 899	Homemade	Trailer	LCAUS081X8T348439	2008	N/A	outdated
250	G	Fire	Trailer	Trailer	4YMUL1217AG112594	2010	TRL 0030	outdated
251	G	Storm Water	Trailer	Trailer	NOVIN000082573208	2000	TRL 0012	Minor dents
252	G	Parks Maint	Southern Metal	Trailer	Unknown	2005	TRL0006	No boards
253	G	IS Tech Support 1020	Ford	Transit	NM0LS6AN7DT156039	2013 w/14,685 miles	VEH 0430	
254	G	PW-Utilities 1041	Ford	F-150	1FTMF1CM4EFA94926	2014 w/109341 miles		Won't start

City of Ocoee
FY 23-24 Surplus List

No.	ID	DEPT	MAKE	MODEL	SERIAL #	DESCRIPTION	ASSET #	CONDITION
255	G	Sanitation	Trimble	Juno T41/5-BWC	358625053729580	2018 Handheld GPS/Tracking unit	N/A	obsolete no longer use
256	G	Sanitation	Trimble	Juno T41/5-BWC	359998045107598	2018 Handheld GPS/Tracking unit	N/A	obsolete no longer use
257	G	Sanitation	Trimble	Juno T41/5-BWC	358625053509974	2018 Handheld GPS/Tracking unit	N/A	obsolete no longer use
258	G	Sanitation	Trimble	Juno SC	40000101200169	2018 Handheld GPS/Tracking unit	N/A	obsolete no longer use
259	G	Sanitation	Trimble	Juno SC	41000114800239	2018 Handheld GPS/Tracking unit	N/A	obsolete no longer use
260	G	Sanitation	Trimble	Juno SC	41000114800240	2018 Handheld GPS/Tracking unit	N/A	obsolete no longer use
261	G	Sanitation	Impress		2285MKQ0109ST	2018 Handheld GPS/Tracking unit	N/A	obsolete no longer use
262	G	Parks/Recreation	Hobart	Industrial	unknown	Meat slicer with accessories	N/A	never used. Not in original container.
263	***	Planning	n/a	n/a	0	3 Metal shelves	N/A	not suitable for resale
		G=Gideon Auctioneers						
		*** = Destroy						



STAFF REPORT

Meeting Date: July 16, 2024

Item #: 9

Contact Name: Stephen Krug

Contact Number: Ext. 6002

Department Director: Stephen Krug

City Manager: Robert Frank

Subject: Approval of 2023-2024 Budget Vehicle and Equipment Purchases. (Public Works Director Krug)

Background Summary: The City traditionally purchases vehicles through various competitively bid annual contracts. Public Works has researched pricing and has found the Florida Sheriff's Association contracts provide the lowest competitively bid pricing for vehicles and equipment utilizing competitively bid contracts. The following vehicle and equipment is incorporated into the approved budget for purchase through these contracts:

- 1 - Kenworth T880 Dump Truck @ \$259,305 (Utilities - Replacement).
- 1 - Caterpillar 420 Backhoe Loader @ \$148,912 (Utilities - New).

Public Works recommends approval to purchase the above vehicle and equipment based on published pricing for the 2023/2024 term contracts from the Florida Sheriff's Association.

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2023/2024 equipment and outright vehicle purchases?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the above vehicle and equipment from the Florida Sheriff's Association contracts and authorize the City Manager and staff to approve changes to the vehicle and equipment orders up to the limit of his purchasing authority and up to the budget amount for any change order.

Attachments:

1. Dump Truck Proposal
2. Backhoe Proposal

Financial Impacts:

The vehicle and equipment are adequately funded in the 2023/2024 Department budgets.

Type of Item: Consent

May 31, 2024

ALL ROADS
TRUCKS



All Roads Kenworth, LLC
2909 South Andrews Avenue, Fort Lauderdale, FL 33316

Main Office (954) 523-5484

Mike Crawford

352-427-5462

mcrawford@allroads.com

City of Ocoee
Utilities Department
1800 A.D. Mims Road
Ocoee, FL 34761
407-450-0554
Prepared for: Duke Ellis

Florida Sheriffs Association
FSA23-VEH21.0 Item 62

Kenworth T880
52,000lb GVW Truck
with 16' Ox Dump

Code	Bid Specification – Options	Price	Extension
Item #62	2024 Kenworth T880 Base Chassis	\$ 141,729.00	\$ 141,729.00
2016627	Allison 4500RDS 6 Spd With PTO Provision	\$ 25,186.00	\$ 25,186.00
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, DBL Frame, Steering, Front Tires	\$ 32,109.00	\$ 32,109.00
3808131	Steerable Lift Axle: Watson Chalin 13,200 LB	\$ 11,900.00	\$ 11,900.00
Stampede 16	16' OX Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate Allison PTO	\$ 44,133.00	\$ 44,133.00
PINTLE 25T	25ton Pintle Hitch Includes Factory Gladhands & Seven-way Trailer Plug	\$ 3,063.00	\$ 3,063.00
DBLEDS	Body Builder Basic (4) LED Flashers Amber	\$ 1,185.00	\$ 1,185.00
Reference:	<i>Note: All Options Include Florida Sheriffs Admin Fee Kenworth T880 Specifications & Attached Quote Number: QUO-985639-F3V3Y1 Dated Oct 3 2023</i>		
Total Price		\$ 259,305.00	\$ 259,305.00



**FSA AWARDED
CONTRACT**

flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Florida Sheriffs Association Cooperative Purchasing Program FSA23-VEH21.0 Options

Bidder: **ALL ROADS KENWORTH LLC**

Item make & model: **KENWORTH T880**

DEALER CONTACT: MIKE CRAWFORD 352-427-5462

Item number: **62 52,000 GVW TRUCK**

mcrawford@allroadstrucks.com



Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed) Note: Factory MSRP Discount % is based on CURRENT MSRP at time of Bid - Bid price reflects that discount %	Cost-Plus Markup % (vendor-installed) Note: Cost-Plus Markup % is based on base Option/Body cost. The total % indicated includes all costs associated with Bid Price
Item 62	52,000 GVW Truck Kenworth T880 MX11 355HP Fuller 14210C BASE	\$ 141,729.00			
	ENGINES -Priced as MSRP Difference of the Base Spec Engine MX11 355HP Less a 22% Discount				
0130228	Paccar PX-9 380HP For T880 Model Credit	\$ (2,515.00)	Factory Installed	MSRP Discount = 22%	
0701118	Paccar MX-11 445 HP	\$ 344.00	Factory Installed	MSRP Discount = 22%	
0701209	Paccar MX-13 455 HP W/Engine Brake	\$ 857.00	Factory Installed	MSRP Discount = 22%	
0701211	Paccar MX13 485 HP 1650 Ft/Lb (Plus Transmission Upgrade)	\$ 1,613.00	Factory Installed	MSRP Discount = 22%	
0701212	Paccar MX-13 510 HP 1850 Ft/Lb (Plus Transmission Upgrade)	\$ 2,235.00	Factory Installed	MSRP Discount = 22%	
0130341	Cummins X15L-450 450 HP 1650 Ft/Lb (Plus Transmission Upgrade)	\$ 7,913.00	Factory Installed	MSRP Discount = 22%	
0130351	Cummins X15L-470V 470 HP 1750 Ft/Lb (Plus Transmission Upgrade)	\$ 8,992.00	Factory Installed	MSRP Discount = 22%	
0130356	Cummins X15L-500V 500 HP 1650 Ft/Lb (Plus Transmission Upgrade)	\$ 9,610.00	Factory Installed	MSRP Discount = 22%	
0130368	Cummins X15L-565V 565 HP 1850 Ft/Lb (Plus Transmission Upgrade)	\$ 11,049.00	Factory Installed	MSRP Discount = 22%	
0130369	Cummins X15L-605V 565 HP 2050 Ft/Lb (Plus Transmission Upgrade)	\$ 17,995.00	Factory Installed	MSRP Discount = 22%	
	Engine Accessories				
1700149	Engine Retarder Jacobs for PX9 & L9N Engines	\$ 1,939.00	Factory Installed	MSRP Discount = 22%	
1000289	Engine Retarder MX-11 Engines	\$ 1,477.00	Factory Installed	MSRP Discount = 22%	
1247263	Exhaust Single Can 2024 Right Hand Under Cab with RH Side of Cab Stack	\$ 1,075.00	Factory Installed	MSRP Discount = 22%	
1247251	Exhaust Single Can 2024 Right Hand Under Cab with Dual Side of Cab Stacks	\$ 2,264.00	Factory Installed	MSRP Discount = 22%	
1123556	Cooling Module: 1330 square inches. Clog Resistant	\$ 899.00	Factory Installed	MSRP Discount = 22%	
1812162	Alternator 160 Amp Brushless	\$ 310.00	Factory Installed	MSRP Discount = 22%	
1811276	Alternator: Leece Neville 12V270 Amp Alternator	\$ 989.00	Factory Installed	MSRP Discount = 22%	
1812451	Alternator: Delco 40Si 12V320 Amp Brushless	\$ 1,148.00	Factory Installed	MSRP Discount = 22%	
1855007	Batteries: (3) Odyssey GP31 AGM Threaded Post	\$ 782.00	Factory Installed	MSRP Discount = 22%	
1821275	Batteries: 3 AGM 2775 CCA. For In-Cab Battery Box	\$ 331.00	Factory Installed	MSRP Discount = 22%	
6405000	In-cab Steel Battery Box: Under Rider Seat: Requires AGM Batteries	\$ 1,510.00	Factory Installed	MSRP Discount = 22%	
1840006	Battery Disconnect Switches (2)	\$ 304.00	Factory Installed	MSRP Discount = 22%	
6340009	REPTO: Rear Engine Power Take-Off MX11	\$ 2,713.00	Factory Installed	MSRP Discount = 22%	
6340070	REPTO: Rear Engine Power Take-Off MX13	\$ 2,690.00	Factory Installed	MSRP Discount = 22%	
6340040	REPTO: Rear Engine Power Take-Off PX9 / ISL9	\$ 4,173.00	Factory Installed	MSRP Discount = 22%	
	Manual Transmissions - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2058362	Trans: EATON FRO16210C 10 Speed	\$ 487.00	Factory Installed	MSRP Discount = 22%	
2058372	Trans: FULLER RTO16908LL 10 Speed Manual	\$ 1,594.00	Factory Installed	MSRP Discount = 22%	

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	Automated Transmissions - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2058603	Paccar TX-12 PO-16F112C 12 Speed Automated with PTO Provision	\$ 4,863.00	Factory Installed	MSRP Discount = 22%	
2058610	Paccar TX-18 PRO-PXDP-16F118D 18 Speed Automated with PTO Provision	\$ 14,019.00	Factory Installed	MSRP Discount = 22%	
2058409	Trans: Fuller F016E308LL VCS Ultrashift Plus 10 Speed	\$ 9,937.00	Factory Installed	MSRP Discount = 22%	
2058437	Trans: Fuller Advantage Automated FAO-16810C EA3 10 Speed	\$ 3,980.00	Factory Installed	MSRP Discount = 22%	
	Allison Automatic Transmission - Priced as MSRP Difference from Base Spec Standard FRO14210C Less a 22% Discount				
2011613	Transmission: Allison 3000RDS 6-speed with PTO provision (Requires PX-9)	\$ 10,149.00	Factory Installed	MSRP Discount = 22%	
2011631	Transmission: Allison 3500RDS 6-speed with PTO provision	\$ 10,819.00	Factory Installed	MSRP Discount = 22%	
2016612	Transmission: Allison 4000RDS 6-speed w/o retarder, with PTO provision	\$ 24,051.00	Factory Installed	MSRP Discount = 22%	
2016627	Transmission: Allison 4500RDS 6-speed w/o retarder, with PTO provision	\$ 25,186.00	Factory Installed	MSRP Discount = 22%	
	GVW UPGRADE PACKAGES - Priced as MSRP Difference from Base Spec Standard 52K & Upgrade GVWR Less 22% Discount				
66K GVW	66K GVW Package See Dealer for Spec Comparison Print out as Required <i>Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 46K Rear Axle, 46K Suspension, 46K Rear Brakes, 11R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades</i> <i>(Above Option Package Requires Additional Engine / Transmission Upgrades)</i>	\$ 32,109.00	Factory Installed	MSRP Discount = 22%	
88K GVW	88K GVW Package X15 565HP Allison 4500RDS W Steerable Pusher <i>Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 52K Rear Axle, 52K Suspension, 52K Rear Brakes, 12R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades</i>	\$ 120,179.00	Factory Installed	MSRP Discount = 22%	
101K GVW	101K GVW Package X15 565HP Allison 4500RDS Tridem Drive W Steerable Pusher <i>Package above Includes: 20K Front Axle, Suspension, Steering, Brakes, 425/65R22.5 Front Tires, 12.25 x 22.5 Front Wheels, 69K Rear Axle, 69K Suspension, 69K Rear Brakes, 12R22.5 16 Ply Rear Tires, Custom Frame Layout, & Double Frame Upgrades</i>	\$ 138,263.00	Factory Installed	MSRP Discount = 22%	
	<u>GVW / T480 MODEL DOWNGRADE PACKAGES - Priced as Model / MSRP Difference from Base Model Spec Standard 52K and downgrade Less 12% Discount</u>				
T48052K PKG	T480 Model 52KGVW PX-9 370 HP Engine 14210C Trans. CREDIT	\$ (4,521.00)	Factory Installed	MSRP Discount = 12%	
T480VHD PKG	T480 Model Vocational Hood Package, Stationary Grill, Front Frame Ext, FEPTO Provision	\$ 4,925.00	Factory Installed	MSRP Discount = 12%	
	<u>GVW / DOWNGRADE PACKAGES - Priced as MSRP Difference from Base Model Spec Standard 52K and downgrade Less 22% Discount</u>				
T88035K PKG	T880 Model 35,000 GVW Single Axle MX11 350 HP Engine 14210C Trans CREDIT	\$ (2,299.00)	Factory Installed	MSRP Discount = 22%	
T88038K PKG	T880 Model 38,000 GVW Single Axle MX11 350 HP Engine 14210C Trans 12K FA 26K RA	\$ 3,632.00	Factory Installed	MSRP Discount = 22%	

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	T880 Model CNG Packages - Priced as MSRP Difference from Base Spec Standard 52K and CNG Package Less 22% Discount				
	<i>Does Not Include CNG Tanks</i>				
X12N4500RDSPKG	CNG - ISX12N 400 HP 1450 Ft/Lb With Allison 4500RDS	\$ 88,067.00	Factory Installed	MSRP Discount = 22%	
X12N400PKG	CNG - ISX12N 400 HP 1450 Ft/Lb Engine, CNG Prep, CNG Exhaust	\$ 62,881.00	Factory Installed	MSRP Discount = 22%	
L9N3000RDSPKG	CNG - L9N 320 HP With Required Allison 3000RDS - Limits GCW to 66,000lbs	\$ 65,989.00	Factory Installed	MSRP Discount = 22%	
L9N4500RDSPKG	CNG - L9N 320 HP With Upgrade to Allison 4500RDS - Limits GCW to 66,000lbs	\$ 80,591.00	Factory Installed	MSRP Discount = 22%	
1247019	Exhaust: Single Horizontal CNG Catalyst	\$ 19,211.00	Factory Installed	MSRP Discount = 22%	
1247033	Exhaust: Single Right Hand Under Cab Single Vertical Tailpipe Side of Cab	\$ 15,833.00	Factory Installed	MSRP Discount = 22%	
1227053	Exhaust Single Independent CNG Single Right Hand Vertical Back of Cab	\$ 17,591.00	Factory Installed	MSRP Discount = 22%	
	T480 Model L9N 320HP CNG Packages Priced as MSRP Difference from Base Spec Standard 52K and CNG Package Less 22% Discount				
	<i>Does Not Include CNG Tanks</i>				
T480L9N4500RDS	T480 52,000# GVW: L9N 320 HP Upgraded to 4500RDS Limits GCW to 66,000lbs	\$ 38,019.00	Factory Installed	MSRP Discount = 22%	
T480L9N3000RDS	T480 52,000# GVW: L9N 320 HP Req. Minimum 3000RDS Limits GCW to 66,000lbs	\$ 23,284.00	Factory Installed	MSRP Discount = 22%	
	<u>CNG Tank Packages Pricing includes Mounting, Shipping</u>				
CNG AG30DGERM	Agility CNG Tank 30 DGE Single 30 Rail Mounted	\$ 31,968.00	Vendor Installed		Cost Plus 20%
CNG AG50DGEBOC	Agility CNG Tanks 50 DGE Back Of Cab	\$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG60DGERM	Agility CNG Tanks 60 DGE Dual 30 Rail Mounted	\$ 49,179.60	Vendor Installed		Cost Plus 20%
CNG AG60DGEBOC	Agility CNG Tanks 60 DGE Back Of Cab	\$ 45,648.00	Vendor Installed		Cost Plus 20%
CNG AG80DGEBOC	Agility CNG Tanks 80 DGE Back Of Cab	\$ 50,092.80	Vendor Installed		Cost Plus 20%
CNG AG90DGERM	Agility CNG Tanks 90 DGE Dual 45 Rail Mounted	\$ 53,805.60	Vendor Installed		Cost Plus 20%
CNG AG106DGERM	Agility CNG Tanks 106 DGE Back Of Cab	\$ 60,075.60	Vendor Installed		Cost Plus 20%
CNG AG120DGERM	Agility CNG Tanks 120 DGE Dual 60 Rail Mounted	\$ 66,832.80	Vendor Installed		Cost Plus 20%
CNG AGFBF	Front Bumper Fill Port (Either Side)	\$ 2,252.00	Vendor Installed		Cost Plus 20%
CNG AGDFH	35' De-Fueling Hose (Each)	\$ 1,270.00	Vendor Installed		Cost Plus 20%
CNG MM60DGESM	Momentum CNG Tanks 60 DGE Dual 30 Rail Mounted	\$ 46,828.00	Vendor Installed		Cost Plus 20%
CNG MM80DGEBOC	Momentum CNG Tanks 80 DGE Back Of Cab	\$ 54,976.00	Vendor Installed		Cost Plus 20%
CNG MM90DGERM	Momentum CNG Tanks 90 DGE (1) 50 & (1) 40 Rail Mounted	\$ 51,037.00	Vendor Installed		Cost Plus 20%
CNG MM95DGEBOC	Momentum CNG Tanks 95 DGE Back Of Cab	\$ 58,230.00	Vendor Installed		Cost Plus 20%
CNG MM120DGERM	Momentum CNG Tanks 120 DGE Dual 60 Rail Mounted	\$ 58,558.00	Vendor Installed		Cost Plus 20%
CNG MM135DGEBOC	Momentum CNG Tanks 135 DGE Back Of Cab	\$ 59,823.00	Vendor Installed		Cost Plus 20%
CNG MM175DGEBOC	Momentum CNG Tanks 175 DGE Back Of Cab	\$ 73,692.00	Vendor Installed		Cost Plus 20%
8229005	Methane Detection System For Natural Gas	\$ 1,529.00	Factory Installed	MSRP Discount = 22%	

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	<u>FRAME / CHASSIS / SUSPENSION OPTIONS</u>				
6056600	Frame Rails 10-3/4" x 3-1/2 x 3/8"	\$ 781.00	Factory Installed	MSRP Discount = 22%	
6057600	Frame Rails 11-5/8" x 3-7/8 x 3/8"	\$ 1,534.00	Factory Installed	MSRP Discount = 22%	
6141200	Double Frame: Full Steel Insert for 10-5/8 or 10-3/4 Main Frame	\$ 2,172.00	Factory Installed	MSRP Discount = 22%	
6144615	Double Frame: Full Steel Insert for 11-5/8 Main Frame	\$ 4,016.00	Factory Installed	MSRP Discount = 22%	
6391201	Custom Frame Layout	\$ 1,076.00	Factory Installed	MSRP Discount = 22%	
6790003	Special Frame Drilling - Drawing must be provided	\$ 1,401.00	Factory Installed	MSRP Discount = 22%	
9490645/9490647	Zinc Phosphate Frame Rail Processing Inc Frame Insert	\$ 632.00	Factory Installed	MSRP Discount = 22%	
6302461	Bumper Tapered Chrome Steel Channel	\$ 466.00	Factory Installed	MSRP Discount = 22%	
6303763	Bumper Heavy Duty Tapered Painted Steel Box	\$ 1,427.00	Factory Installed	MSRP Discount = 22%	
6321005	Removable Front Tow Hooks	\$ 237.00	Factory Installed	MSRP Discount = 22%	
6324025/6390312	Front Tow Hook Center Mounted Cast with Drop Pin / Iron Front Spring Brackets	\$ 392.00	Factory Installed	MSRP Discount = 22%	
6405000/1821275	In-Cab Battery Box / In-Cab Battery Box Seat / AGM Batteries	\$ 1,162.00	Factory Installed	MSRP Discount = 22%	
6405082	Aluminum Under Cab Battery Box with integral Steps Polished	\$ 1,188.00	Factory Installed	MSRP Discount = 22%	
9102040	Moisture Ejection Valve: Two Bendix DV-2 Automatic	\$ 233.00	Factory Installed	MSRP Discount = 22%	
9100016	Air Dryer Wabco 1200 Plus	\$ 359.00	Factory Installed	MSRP Discount = 22%	
9140015	Wirebraid Air Hose in Frame Rails : Nylon in cab	\$ 929.00	Factory Installed	MSRP Discount = 22%	
9150170	Aluminum Air Tanks vs Steel	\$ 349.00	Factory Installed	MSRP Discount = 22%	
9110020	Full Truck Kit - Factory Air and Electric to Rear Frame For Trailer Connection	\$ 765.00	Factory Installed	MSRP Discount = 22%	
9140326	Additional 7 Way Electrical Connector End of Frame	\$ 938.00	Factory Installed	MSRP Discount = 22%	
7210150	Fuel Tank 150 Gallon Aluminum	\$ 467.00	Factory Installed	MSRP Discount = 22%	
7216100/7214100	Dual 100 Gal Alum Fuel Tanks w/20 Gal DEF Tank	\$ 2,083.00	Factory Installed	MSRP Discount = 22%	
7721100/789819	Factory Frame mounted Hydraulic/Water Tank 100Gal (4) Tank fittings (2) Fwd & (2) Rear	\$ 1,071.00	Factory Installed	MSRP Discount = 22%	
7721060/789819	Factory Frame mounted Hydraulic/Water Tank 60Gal (4) Tank fittings (2) Fwd & (2) Rear	\$ 998.00	Factory Installed	MSRP Discount = 22%	
7831044	Fuel Tank Steps 6in Wide Upper & Lower NFPA Compliant Per Tank	\$ 424.00	Factory Installed	MSRP Discount = 22%	
7840015	Polish Fuel or Hydraulic Tank Per Tank	\$ 372.00	Factory Installed	MSRP Discount = 22%	
7821103/7889081	Heavy Duty 7 Inch Wide Steel Fuel Tank Supports w SS Straps/Polished Per Tank	\$ 750.00	Factory Installed	MSRP Discount = 22%	
7840038	Polished Stainless DEF Tank Cover	\$ 278.00	Factory Installed	MSRP Discount = 22%	
	FRONT AXLE / SUSPENSION UPGRADE PACKAGES				
	Priced as MSRP Difference of Base Spec 12K Front Axle & Suspension Less a 22% Discount				
14.6K FA PKG	Front Axle: 14,600# Brakes/ Springs / Steering / Tires	\$ 1,172.00	Factory Installed	MSRP Discount = 22%	
16K FA PKG	Front Axle: 16,000# Brakes/ Springs / Steering / Tires	\$ 6,982.00	Factory Installed	MSRP Discount = 22%	
20K FA PKG	Front Axle: 20,000# Brakes/ Springs / Steering / Tires	\$ 8,922.00	Factory Installed	MSRP Discount = 22%	

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	REAR AXLE / SUSPENSION UPGRADE OPTIONS / PACKAGES Priced as MSRP Difference of Base Spec 40K Rear Axle & Reyco Spring Susp. Less a 22% Discount				
	REAR AXLE OPTIONS				
3121181	Rear Axle Dana D40-172P Vocational 40K Heavy Housing & Larger Axle Shafts	\$ 3,336.00	Factory Installed	MSRP Discount = 22%	
3122164	Rear Axle MERITOR RT-40-160P Vocational 40K Heavy Housing & Large Axle Shafts	\$ 5,292.00	Factory Installed	MSRP Discount = 22%	
3142171	Rr Axle MERITOR RT-46-164PEH Vocational 46K Heavy Housing Larger Axle Shafts	\$ 3,866.00	Factory Installed	MSRP Discount = 22%	
52K RA PKG	52K Rear Axle, Brakes, Suspension (Requires Additional Frame & Tire Upgrades)	\$ 26,534.00	Factory Installed	MSRP Discount = 22%	
3511420	Driver Controlled Differential Locks: (2) Axles	\$ 2,403.00	Factory Installed	MSRP Discount = 22%	
	REAR SUSPENSION OPTIONS				
	<u>Air Ride Suspensions</u>				
3730026	Rear Suspension: Kenworth Airglide 400L 4 Bag 40,000 LB	\$ 1,096.00	Factory Installed	MSRP Discount = 22%	
3730030	Rear Suspension: Kenworth Airglide 400 8 Bag 40,000 LB	\$ 2,662.00	Factory Installed	MSRP Discount = 22%	
3740130	Rr Suspension: Kenworth Airglide 460 46,000 LB 8 Bag w/Dual Leveling Valve	\$ 2,800.00	Factory Installed	MSRP Discount = 22%	
3744156	Rear Suspension: Neway Air Ride 46,000 LB	\$ 7,531.00	Factory Installed	MSRP Discount = 22%	
3754153	Rear Suspension: Neway Air Ride 52,000 LB	\$ 9,060.00	Factory Installed	MSRP Discount = 22%	
	<u>Spring / Rubber Mounted Suspensions</u>				
3739217/3832026	Rear Suspension: Chalmers 854-40 40,000 LB 54 IN. w/Shocks	\$ 4,537.00	Factory Installed	MSRP Discount = 22%	
3749201/3832026	Rear Suspension: Chalmers 854-46 46,000 LB 54 IN. w/Shocks	\$ 5,829.00	Factory Installed	MSRP Discount = 22%	
3749287/3832026	Rear Suspension: Chalmers 854-52 52,000 LB 54 IN. w/Shocks	\$ 7,231.00	Factory Installed	MSRP Discount = 22%	
3732977	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 400 40K	\$ 2,868.00	Factory Installed	MSRP Discount = 22%	
3747462	Rear Suspension: Hendrickson RT463 46,000# 54 in. Axle Spacing	\$ 4,719.00	Factory Installed	MSRP Discount = 22%	
3742992	Rear Suspension: Hendrickson ULTIMAAX 460 46K	\$ 7,086.00	Factory Installed	MSRP Discount = 22%	
3752992	Rear Suspension: Hendrickson ULTIMAAX 520 52K	\$ 7,836.00	Factory Installed	MSRP Discount = 22%	
3742942	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 460 46K	\$ 3,845.00	Factory Installed	MSRP Discount = 22%	
3752942	Rear Suspension: Hendrickson HAULMAAX EX (HMX) 520 52K	\$ 5,518.00	Factory Installed	MSRP Discount = 22%	
	LIFT AXLE & SUSPENSION OPTIONS / INC WHEELS & TIRES				
3808026	Non Steerable Pusher Axle Watson Chalin 21K Inc Tires Steel Wheels (Req 66K GVW Pkg)	\$ 16,296.00	Factory Installed	MSRP Discount = 22%	
3808025	Non Steerable Pusher Axle Watson Chalin 23K Inc Tires Steel Wheels (Req 66K GVW Pkg)	\$ 14,884.00	Factory Installed	MSRP Discount = 22%	
3808131	Steerable Lift Axle: Watson Chalin 13,200 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	\$ 11,900.00	Factory Installed	MSRP Discount = 22%	
3808802	Steerable Lift Axle: Watson Chalin 20,000 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	\$ 16,520.00	Factory Installed	MSRP Discount = 22%	
3808027	Steerable Lift Axle: Watson Chalin 23,000 LB Inc Tires Steel Wheels (Req 66K GVW Pkg)	\$ 27,224.00	Factory Installed	MSRP Discount = 22%	

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	TIRE / STEEL WHEEL OPTIONS - Priced as MSRP Difference from Base Spec Wheels & Tires Less a 22% Discount				
4010093/5042312	Front Tires/Wheels: 425/65R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	\$ 2,261.00	Factory Installed	MSRP Discount = 22%	
4017211/5042312	Front Tires/Wheels: 385/65R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	\$ 2,235.00	Factory Installed	MSRP Discount = 22%	
4010006/5042367	Front Tires/Wheels: 315/80R22.5 Michelin, Goodyear, (Or Equal Determined by Availability)	\$ 1,945.00	Factory Installed	MSRP Discount = 22%	
4010137/4210002	Front & Rear Tires: 11R22.5 Tires Michelin, Goodyear, (Or Equal Determined by Availability)	\$ 4,949.00	Factory Installed	MSRP Discount = 22%	
4017158/4210003	Front & Rear Tires: 11R24.5 Tires Michelin, Goodyear, (Or Equal Determined by Availability)	\$ 6,068.00	Factory Installed	MSRP Discount = 22%	
4210002	Rear Tires: (8) 11R22.5 Tires & Michelin, Goodyear, (Or Equal Determined by Availability)	\$ 3,802.00	Factory Installed	MSRP Discount = 22%	
4210003/5242310	Rear Tires: (8) 11R24.5 Tires & Steel Wheels	\$ 3,917.00	Factory Installed	MSRP Discount = 22%	
5242367/4277537	Rear Tires: (8) 315/80R22.5 Tires & Steel Wheels	\$ 7,443.00	Factory Installed	MSRP Discount = 22%	
5242367/4238810	Rear Tires: (8) 12R22.5 Tires & Steel Wheels	\$ 6,633.00	Factory Installed	MSRP Discount = 22%	
	ALUMINUM WHEEL OPTIONS				
5245263	Front Wheels: 22.5 X 8.25 Aluminum (2)	\$ 411.00	Factory Installed	MSRP Discount = 22%	
5245265	Front Wheels: 24.5 X 8.25 Aluminum (2)	\$ 421.00	Factory Installed	MSRP Discount = 22%	
5042324	Front Wheels: 22.5 X 9.00 Aluminum (2)	\$ 501.00	Factory Installed	MSRP Discount = 22%	
5045218	Front Wheels: 22.5 X 12.25 Aluminum (2)	\$ 580.00	Factory Installed	MSRP Discount = 22%	
5245263 10	Front / Rear Wheels: 22.5 X 8.25 Aluminum (10)	\$ 1,644.00	Factory Installed	MSRP Discount = 22%	
5245265 10	Front / Rear Wheels: 24.5 X 8.25 Aluminum (10)	\$ 1,685.00	Factory Installed	MSRP Discount = 22%	
5042324 10	Front / Rear Wheels: 22.5 X 9.00 Aluminum (10)	\$ 2,003.00	Factory Installed	MSRP Discount = 22%	
	Sleeper Packages Priced as MSRP Difference from Base Spec Less a 22% Discount				
40 SLEEPER	40 Inch Sleeper Package	\$ 16,307.00	Factory Installed	MSRP Discount = 22%	
52 SLEEPER	52 Inch Sleeper Package	\$ 21,052.00	Factory Installed	MSRP Discount = 22%	
76 SLEEPER	76 Inch Sleeper Package	\$ 33,644.00	Factory Installed	MSRP Discount = 22%	
	CAB / LIGHTS / SAFETY OPTIONS				
80909604	Hood T880 Standard Length (Required with Cummins X15 & X12N)	\$ 273.00	Factory Installed	MSRP Discount = 22%	
8865003	Dual Kenworth Motorized Mirrors	\$ 279.00	Factory Installed	MSRP Discount = 22%	
8850823 2	Hood Mounted Mirror (PAIR)	\$ 374.00	Factory Installed	MSRP Discount = 22%	
1160208	Bugscreen Mounted Between Hood & Grill	\$ 100.00	Factory Installed	MSRP Discount = 22%	
8879917	Two Additional Outboard Windows Back of Cab	\$ 366.00	Factory Installed	MSRP Discount = 22%	
8890135	Exterior Steel Sunvisor	\$ 718.00	Factory Installed	MSRP Discount = 22%	
8841618	Dual Roof Mtd Air Horns	\$ 194.00	Factory Installed	MSRP Discount = 22%	
8800380	Dual Side Of Cab Grabhandles	\$ 254.00	Factory Installed	MSRP Discount = 22%	
8410273	Driver Seat Air Ride GT702 HB DuraCloth	\$ 319.00	Factory Installed	MSRP Discount = 22%	
8460272	Rider Seat Air Ride GT702 HB DuraCloth	\$ 468.00	Factory Installed	MSRP Discount = 22%	
8480068	2 Passenger Bench Seat	\$ 714.00	Factory Installed	MSRP Discount = 22%	
8601880	CB Radio W/ Weather Band Header Mount	\$ 457.00	Factory Installed	MSRP Discount = 22%	
8208497	Four Spare Switches Wired to Power	\$ 131.00	Factory Installed	MSRP Discount = 22%	
8700196	Turn Signal Self Cancelling	\$ 213.00	Factory Installed	MSRP Discount = 22%	
8205177	Dash Mounted PTO Switch	\$ 189.00	Factory Installed	MSRP Discount = 22%	
9042542	Fog Lights Clear Lens	\$ 388.00	Factory Installed	MSRP Discount = 22%	
9060011	Halogen Spotlight LH mounted	\$ 145.00	Factory Installed	MSRP Discount = 22%	
9060055	Halogen Spotlight LH & RH mounted	\$ 269.00	Factory Installed	MSRP Discount = 22%	
9080141	Dual Low Profile LED Amber Beacon Strobes Roof Mounted	\$ 776.00	Factory Installed	MSRP Discount = 22%	

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Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
9080148	Dual Low Profile Roof Mounted Brackets / Switch & Wiring For Cust Installed Strobes	\$ 282.00	Factory Installed	MSRP Discount = 22%	
9090000/9009007	Daytime Running Lights With Override Switch	\$ 184.00	Factory Installed	MSRP Discount = 22%	
9090316	Junction Box End of Frame	\$ 232.00	Factory Installed	MSRP Discount = 22%	
9056144	Floodlights Dual LED Pedestal Mtd Back of Cab	\$ 324.00	Factory Installed	MSRP Discount = 22%	
9052008	Floodlights Dual LED Flush Mounted Back of Cab	\$ 158.00	Factory Installed	MSRP Discount = 22%	
9058071	Switch & Wiring, Indicator Light for Customer installed Work Lights	\$ 114.00	Factory Installed	MSRP Discount = 22%	
9943052/996003	Metallic Paint Color / Non Standard Paint	\$ 977.00	Factory Installed	MSRP Discount = 22%	
9940044	Frame Paint Other than Black	\$ 1,840.00	Factory Installed	MSRP Discount = 22%	
9944824	2 Color Paint Daycab	\$ 4,560.00	Factory Installed	MSRP Discount = 22%	
9090147	Back Up Alarm	\$ 146.00	Factory Installed	MSRP Discount = 22%	
9490206	Safety Triangles	\$ 44.00	Factory Installed	MSRP Discount = 22%	
9490404	Fire Extinguisher 5lb Dry Chemical	\$ 122.00	Factory Installed	MSRP Discount = 22%	
NFPAPKG	NFPA Compliance Seats,Seat Occupancy Sensors & VDR Harness	\$ 2,550.00	Factory Installed	MSRP Discount = 22%	
BUC	Back Up Camera	\$ 1,815.00	Vendor Installed		Cost Plus 25%
Brigade BUC	Brigade Back Up Camera System	\$ 2,938.00	Vendor Installed		Cost Plus 25%
TPMS	Dealer-Installed TPMS System	\$ 2,875.00	Vendor Installed		Cost Plus 25%
AWLED	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount (Whelen)	\$ 2,844.00	Vendor Installed		Cost Plus 25%
LED2	(2) Amber / Amber White Surface Mtd LED Strobes Per Pair	\$ 948.00	Vendor Installed		Cost Plus 25%
SAFETY	Cab Fire Extinguisher & Safety Triangles	\$ 397.00	Vendor Installed		Cost Plus 25%
Autolube	Auto Lube System for Bodies	\$ 7,850.00	Vendor Installed		Cost Plus 25%
Fire Suppression	Fire Supression System DAFO	\$ 6,450.00	Vendor Installed		Cost Plus 25%
<u>DUMP BODIES</u>					
Stampede 16	16' Ox Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate Allison PTO	\$ 44,133.00	Vendor Installed		Cost Plus 25%
Maverick 16	16' Ox Maverick Dump Body 48" Sides 1/4" Plate Floor Elec Tarp Air Gate Allison PTO	\$ 32,438.00	Vendor Installed		Cost Plus 25%
Stampede 14	14' Ox Stampede Dump Body Hard Ox AR450 Elec Tarp Air Gate Allison PTO	\$ 43,614.00	Vendor Installed		Cost Plus 25%
Maverick 14	14' Ox Maverick Dump Body 48" Sides 1/4" Plate Floor Elec Tarp Air Gate Allison PTO	\$ 29,188.00	Vendor Installed		Cost Plus 25%
14 Trash Dump	14' Ox Trash Dump including 48" sides, double barn door tailgate,	\$ 33,525.00	Vendor Installed		Cost Plus 25%
16 Trash Dump	16' Ox Trash Dump including 48" sides, double barn door tailgate,	\$ 36,451.00	Vendor Installed		Cost Plus 25%
18 Trash Dump	18' Ox Trash Dump including 48" sides, double barn door tailgate,	\$ 40,479.00	Vendor Installed		Cost Plus 25%
20 Trash Dump	20' Ox Trash Dump including 48" sides, double barn door tailgate,	\$ 42,876.00	Vendor Installed		Cost Plus 25%
<u>Body Upgrade Options</u>					
Custom Color	Paint Body Other Color than Black / White	\$ 2,765.00	Vendor Installed		Cost Plus 25%
2 Way Tail Gate	2 Way Tail Gate Dump Bodies	\$ 3,129.00	Vendor Installed		Cost Plus 25%
HiLift Gate	Hi-Lift Gate Dump Bodies	\$ 2,781.00	Vendor Installed		Cost Plus 25%
DBV	Dump Body Electric Vibrator	\$ 1,548.00	Vendor Installed		Cost Plus 25%
TOOLBOX48	Under body tool boxes - 18x18x48 steel	\$ 2,000.00	Vendor Installed		Cost Plus 25%
TOOLBOX36	Under body tool boxes - 18x18x36 steel	\$ 1,875.00	Vendor Installed		Cost Plus 25%
TOOLBOX24	Under body tool boxes - 18x18x24 steel	\$ 1,625.00	Vendor Installed		Cost Plus 25%
DBBUC	Body builder installed Basic Back Up Camera	\$ 1,725.00	Vendor Installed		Cost Plus 25%
PINTLE 25T	25ton Pintle Hitch Includes Factory Gladhands & Seven-way Trailer Plug	\$ 3,063.00	Vendor Installed		Cost Plus 25%
DBLEDS	Body Builder installed Basic (4) LED Flashers Amber (2) Cab Shield (2) Rear of Body	\$ 1,185.00	Vendor Installed		Cost Plus 25%
<u>FLAT BEDS / TANKER TRUCKS / FUEL BODIES</u>					
16FLAT	16' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	\$ 21,755.00	Vendor Installed		Cost Plus 25%
20FLAT	20' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	\$ 24,378.00	Vendor Installed		Cost Plus 25%
24FLAT	24' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	\$ 28,331.00	Vendor Installed		Cost Plus 25%

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
TMA Scorpion	TL-3 Scorpion II, TMA Truck Mounted Attenuator Crash Truck <i>Complete TMA Flatbed Ballasted, Hyd Arrowboard,LED's Cameras DVR</i>	\$ 70,388.00	Vendor Installed		Cost Plus 12%
	<u>SEWER VACUUM / CLEANERS /JETTERS / HYDRO EXCAVATORS/ RECYCLERS</u> <u>AVAILABLE AT COST +5%</u>				
AquatechB10-1450	Aquatech B10-1450 Combination Sewer & Vacuum Truck Basic Unit	\$ 338,855.00	Vendor Installed		Cost Plus 5%
Vactor2100	Vactor 2100 Sewer Cleaner 10 Cubic Yard Basic Unit (Options Available)	\$ 360,315.00	Vendor Installed		Cost Plus 5%
TruvacFLXX	Truvac Flexx 10 Cubic Yard Sewer Cleaner Basic Unit (Options Available)	\$ 319,692.00	Vendor Installed		Cost Plus 5%
TruvacHXX	Truvac HXX 12 Cubic Yard Sewer Cleaner Basic Unit (Options Available)	\$ 421,596.00	Vendor Installed		Cost Plus 5%
VacCon	VACCON HYDRO EXCAVATOR Basic Unit (Options Available)	\$ 470,549.00	Vendor Installed		Cost Plus 5%
Klein K-400	4,000 Gallon Water Tank for Truck Direct PTO mtd pump KLEIN K-400 TRAPEZOID	\$ 70,280.00	Vendor Installed		Cost Plus 25%
Water Cannon	Water Cannon Turret Upgrade for Water Truck (Additional Upgrades Available)	\$ 13,299.00	Vendor Installed		Cost Plus 25%
WATERTRUCK 4K	4,000 Gallon Water Tank for Truck Direct PTO mtd pump	\$ 69,840.00	Vendor Installed		Cost Plus 25%
WATERTNK 3K SS	Water Tank Truck 3,000 Gallon Stainless (Req current quote at time of Order)	\$ 150,000.00	Vendor Installed		Cost Plus 25%
CT MIXER	Concrete Mixer Body 10.5 Cubic Yard (Wet Batch Style)	\$ 137,448.00	Vendor Installed		Cost Plus 25%
VOLUM MIXER ZM	Volumetric Concrete Mixer 10 Cubic Yard - Zimmerman	\$ 214,491.00	Vendor Installed		Cost Plus 12%
CT Mixer Silo ZM	350BBL Belgrade Portable Silo (Must purchase Body Above)	\$ 117,194.00	Vendor Installed		Cost Plus 10%
LSFUEL-LUBE	1550 gal Fuel & Lube Body with DEF, Water, Air, Grease, Used Oil System	\$ 205,425.00	Vendor Installed		Cost Plus 10%
2KSSFUELLUBEHC	2000 Gal Stainless Fuel Tank & Lube Body with DEF, Water, Grease, Hose Reel Cab	\$ 184,773.00	Vendor Installed		Cost Plus 10%
FUEL AL4K	4000 Gal Aluminum Refined Fuel Tanker With Hose Reel	\$ 140,877.00	Vendor Installed		Cost Plus 10%
CUSTOM TC10	Custom Designed Bodies Available at Cost + 10% Including Fees	10%	Vendor Installed		Cost Plus 10%
	<u>GRAPPLE LOADERS & BODIES</u>				
PetersenAL-1	Petersen AL-1 Atlas Grapple w/ 50 C.Y. HardOx Body Inc Strobes,Lights & BU Cam	\$ 170,672.00	Vendor Installed		Cost Plus 7%
ATLAS DWT	Petersen AL-1 Atlas Dual Walk through 24' 40CY HDX Body Quadsticks Strobes,Lights	\$ 173,818.00	Vendor Installed		Cost Plus 7%
Route Assistant 2240	Petersen TR3 Route Assistant Dual Walk through 22' 40CY HDX Body Quadsticks	\$ 169,533.00	Vendor Installed		Cost Plus 7%
PalfingerM13A80	Palfinger Epsilon M13A80 Loader 32.5' Double Reach 24' BeauRoc MPHD 55 CY body	\$ 166,980.00	Vendor Installed		Cost Plus 10%
PalfingerM100L72	Palfinger Epsilon M100L72 Hydraulic Loader w/ 20' BeauRoc MPMD 27 CY dump body	\$ 162,335.00	Vendor Installed		Cost Plus 10%

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
<u>BOOM TRUCK & CRANE BODIES</u>					
<u>Boom Truck / Cranes / Digger Derrick Options Below Require GVW UPGRADES</u>					
NBT40142	NBT40142 BOOM TRUCK Requires 101,200 GVW Chassis	\$ 489,818.80	Vendor Installed		Cost Plus 5%
NBT45127	NBT45127 BOOM TRUCK Requires 78,350 GVW Chassis	\$ 442,793.96	Vendor Installed		Cost Plus 5%
NBT45142	NBT45142 BOOM TRUCK Requires 78.350 GVW Chassis	\$ 487,868.43	Vendor Installed		Cost Plus 5%
NBT55L-151	NBT55L-151 BOOM TRUCK Requires 88,000 GVW Chassis	\$ 551,766.82	Vendor Installed		Cost Plus 5%
NBT60XL	NBT60XL BOOM TRUCK Requires 77,000 GVW Chassis	\$ 670,045.30	Vendor Installed		Cost Plus 5%
26101C	26101C BOOM TRUCK Requires 60,000 GVW Chassis	\$ 201,998.13	Vendor Installed		Cost Plus 5%
30100C	30100C BOOM TRUCK Requires 60,000 GVW Chassis	\$ 215,983.82	Vendor Installed		Cost Plus 5%
30102C	30102C BOOM TRUCK Requires 60,200 GVW Chassis	\$ 218,066.57	Vendor Installed		Cost Plus 5%
40124SHL	40124SHL BOOM TRUCK Requires 78,350 GVW Chassis	\$ 362,785.45	Vendor Installed		Cost Plus 5%
TC50128	TC50128 BOOM TRUCK Requires 88,000 GVW Chassis	\$ 510,063.71	Vendor Installed		Cost Plus 5%
TC50155	TC50155 BOOM TRUCK Requires 88,000 GVW Chassis	\$ 524,065.92	Vendor Installed		Cost Plus 5%
<u>BUCKET TRUCK & DIGGER DERRICKS</u>					
RMX75/100	RMX75/100 BUCKET TRUCK Requires 60,000 GVW Chassis	\$ 521,807.74	Vendor Installed		Cost Plus 5%
GENERAL 80	GENERAL 80 DIGGER DERRICK Requires 66,000 GVW Chassis	\$ 417,162.11	Vendor Installed		Cost Plus 5%
TM100	TM100 BUCKET TRUCK Requires 78,000 GVW Chassis	\$ 487,532.93	Vendor Installed		Cost Plus 5%
TM125	TM125 BUCKET TRUCK Requires 78,000 GVW Chassis	\$ 554,797.67	Vendor Installed		Cost Plus 5%
<u>REFUSE BODIES</u>					
HEIL DP5000 REL	Heil DP5000 25yd REL	\$ 135,007.00	Vendor Installed		Cost Plus 9%
Heil PT	Heil PT Commercial Rear Loader 25 Cu Yd	\$ 140,021.00	Vendor Installed		Cost Plus 9%
Bayne CT	Bayne Cart Tipper each	\$ 9,375.00	Vendor Installed		Cost Plus 25%
EZ G400 REL	E-Z Pack Goliath G400 30yd Rear Loader	\$ 124,869.00	Vendor Installed		Cost Plus 11%
EZ G300 REL	E-Z Pack Goliath G300 30yd Rear Loader	\$ 111,211.00	Vendor Installed		Cost Plus 11%
EZ Apollo	E-Z Pack Apollo 25yd Rear Loader	\$ 104,928.00	Vendor Installed		Cost Plus 11%
NEWAY REL	Neway King Cobra 25yd REL	\$ 118,249.00	Vendor Installed		Cost Plus 11%
Load REL	Loadmaster Excel S High Compaction 25yd REL	\$ 110,445.00	Vendor Installed		Cost Plus 7%
Load Enviromaster	Environmaster DT 60/40 Split Body Rear Load Refuse 25yd	\$ 181,673.00	Vendor Installed		Cost Plus 7%
AMREP REL	Amrep Hardox Rear Loader Full Push Out AMHRLTPO-25YD	\$ 125,341.00	Vendor Installed		Cost Plus 10%
Leach 2R3II REL	Leach 2R3-III 25yd Rear Load Refuse	\$ 148,200.00	Vendor Installed		Cost Plus 9%
<u>Roll Off Hoist</u>					
GAL-AFOR174	Roll Off: Galbreath AF-0R-174 60k w/Pioneer tarp	\$ 82,800.00	Vendor Installed		Cost Plus 15%
GAL-U5OR174	Change to U5-0R-174 60k w/Pioneer	\$ 79,692.00	Vendor Installed		Cost Plus 15%
GALFAB60	Galfab Rolloff 60K With Tarp System	\$ 75,325.00	Vendor Installed		Cost Plus 15%
Stellar 65-174	Stellar 65-174 Hook Lift Inc Tarp System	\$ 110,096.00	Vendor Installed		Cost Plus 12%

FSA23-VEH21.0 ITEM 62 T880 OPTIONS - ALL ROADS KENWORTH, LLC

Manufacturer Order Code	Description	Price	Factory Installed or Vendor Installed?	Factory MSRP Discount % (factory-installed)	Cost-Plus Markup % (vendor-installed)
	EXTENDED WARRANTY OPTIONS:				
	KENWORTH BASE VEHICLE EXTENDED WARRANTY				
9201828	Kenworth Base Vehicle 5 Year 100K Miles	\$ 2,820.00	Factory Installed	Non Discountable - Cost	
9201830	Kenworth Base Vehicle 5 Year 300K Miles	\$ 6,250.00	Factory Installed	Non Discountable - Cost	
9201973	Kenworth Towing for Warrantable Failures 5YR UNL	\$ 2,290.00	Factory Installed	Non Discountable - Cost	
	CNG ENGINE EXTENDED WARRANTY				
334115	Warranty: L9N PP1 5 Yr/150K	\$ 2,700.00	Factory Installed	Non Discountable - Cost	
424115	Warranty: ISX12N 5Yr/200K PP1	\$ 2,550.00	Factory Installed	Non Discountable - Cost	
	DIESEL ENGINE EXTENDED WARRANTY				
9209689/9209116	Warranty: PX9 PP1 5Yr/100K With Aftertreatment	\$ 2,190.00	Factory Installed	Non Discountable - Cost	
9203776/9203810	Cummins Protect Plan 1 X15 5 Year/100,000 mi Inc Aftertreatment Warranty	\$ 2,340.00	Factory Installed	Non Discountable - Cost	
9203377/9209116	Cummins Protect Plan 1 X15 5 Year/200,000 mi Inc Aftertreatment Warranty	\$ 2,805.00	Factory Installed	Non Discountable - Cost	
9203844/9203810	Cummins Protect Plan1 X15 Travel/Tow 5 Year/100K mi Inc Aftertreatment Wty	\$ 3,140.00	Factory Installed	Non Discountable - Cost	
9203845/9209116	Cummins Protect Plan1 X15 Travel/Tow 5 Year/200K mi Inc Aftertreatment Wty	\$ 3,605.00	Factory Installed	Non Discountable - Cost	
9204344/9204433	MX Comprehensive Plan A 5Yr/100K mile Includes Aftertreatment Warranty	\$ 2,495.00	Factory Installed	Non Discountable - Cost	
	ALLISON TRANSMISSION EXTENDED WARRANTY				
Allison3000NR7	Warranty- Allison 3000 RDS 7yr - Unlimited Miles Extended	\$ 1,060.00	Vendor Installed	Non Discountable - Cost	
Allison3000R7	Warranty- Allison 3000 RDS Refuse 7yr - Unlimited Miles Extended	\$ 2,301.00	Vendor Installed	Non Discountable - Cost	
Allison3500NR7	Warranty- Allison 3500 RDS 7yr - Unlimited Miles Extended	\$ 1,209.00	Vendor Installed	Non Discountable - Cost	
Allison4500NR7	Warranty- Allison 4500 RDS 7yr - Unlimited Miles Extended	\$ 1,536.00	Vendor Installed	Non Discountable - Cost	
Allison4500R7	Warranty- Allison 4500 RDS Refuse 7yr - Unlimited Miles Extended	\$ 2,045.00	Vendor Installed	Non Discountable - Cost	
	DISCOUNTS / NON SCHEDULED OPTIONS / SURCHARGES				
CPPD	Prepayment Discount Available If Chassis is Paid for when delivered to Body Company	Consult Dealer			
Discount 2.10	Dealer Discretionary Discount - Determined By Dealer as Appropriate - When Available				
MSRP22	22% Discount Off Current MSRP For Unspecified Factory Options Including Fees	22%	Factory Installed	MSRP Discount = 22%	
NSO	Non Scheduled Unpublished Options/Bodies Available at Cost + 35% Max	35%	Vendor Installed		
2025YMES	2025 Year Model or Emissions Surcharge - From Manufacturer - Pass through at cost				
Surcharge 3.06	Surcharges - Charged by Manufacturer - As Provided for in Terms & Conditions 3.06				
Delivery	Delivery Charge - applies to out of Local FSA Zone Deliveries - if required	.			
	TAGS				
TEMP TAG	Temporary Tag	INC			
TRANSFER	Transfer tag	INC			
NEWTAG	New tag: state / city / county	At Cost			



ALL ROADS KENWORTH - FORT LAUDERDALE (A350)
2909 SOUTH ANDREWS AVE
FORT LAUDERDALE, Florida 33316

CITY OF OCOEE
1800 A.D. MIMS ROAD
OCOEE, Florida 34761
United States of America

Mike Crawford
Cell Phone:
Office Phone:
Email: mcrawford@allroadstrucks.com

DUKE ELLIS
Email: tellis@ocoe.org

Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	T880 Dump X15 Allison	G.C.W. (lbs):	79501
Description 2:	FSA23VEH21 Item 62		
Application		Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)	80
Commodity:	Excavated Earth	Class B (Hwy/Mtn)	18
Body		Class C (Off-Hwy)	2
Type:	End Dump	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	6
Height (ft):	11	Wheelbase (in):	216
Max Laden Weight (lbs):	8000	Overhang (in):	60
Trailer		Fr Axle to BOC (in):	74
No. of Trailer Axles:	0	Cab to Axle (in):	142
Type:		Cab to EOF (in):	202
Length (ft):	0	Overall Comb. Length (in):	324.5
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	\$ List	Weight
Model				
0000810	S	T880 Series Conventional	234,126	15,549
0070060	S	T880	0	0
0072000	O	Chassis Operation Will Not Incl. Stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0	0
0080310	O	EPA Clean Idle Label - Cummins Engines	107	0
0090000	S	Non-Sleeper w/ Rear Axle Capacity less than 59K.	0	0
0098409	O	State of Registry: Florida	0	0
Engine & Equipment				
0130351	O	Cummins X15 470V 470@1900 1750@900, 2024 with Intebrake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10.....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 68....Maximum Accelerator Pedal Ve N09440 C234 NO....Engine Protection Shutdown (N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 68....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume (N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 120...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	10,429	336
1000046	O	EPA Emissions Warranty Engine	0	0
1000151	S	PremierSpec	0	0

Sales Code	Std/ Opt	Description	\$ List	Weight
1000244	O	Gearing Analysis: Balance power/economy blend results.	0	0
1000255	O	Customer's Typical Operating Spd: 68 MPH	0	0
1000524		RegistrationYear Year of Registration: 2024	0	0
1000684	O	Effective VSL Setting NA	0	0
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002080	O	Air Compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	211	0
1051200	S	Air Cleaner: Composite Firewall Mounted PACCAR or Cummins Engines	0	0
1105220	O	Fan Hub: Horton 2-Speed for X15/X15N	24	0
1123555	S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0	0
1160208	O	Bug Screen: Between Hood & Grille	128	2
1247251	O	EXH: Single Can 2024 RH Under with Dual Side-of-Cab Tailpipes	1,525	-422
1290236	O	Tailpipe: 5 in. dual 36 in. 45 degree curved.	121	0
1292944	O	Dual Lower Chrome Exhaust Elbow	692	0
1321110	O	Fuel Filter:PACCAR Extended Service Interval Fuel/Water Separator, 2017 and Later Emissions	101	0
1321205	S	Run Aid:Fuel Heat *For Fuel Filter	0	0
1321305	S	Start Aid:12V Heat *For Fuel Filter	0	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	219	6
1812163	S	Alternator: PACCAR HDS 160 AMP Brushed	0	0
1821210	S	Batteries: 3 PACCAR GP31 Threaded Post (700-730) 2100-2190 CCA dual purpose.	0	0
1836103	O	PACCAR Premium 12V Starter W/ Cummins X15 Engines PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system with circuit protection circuits number & color coded.	123	0

Price Level: January 1, 2024
Deal: T880 Dump X15 Allison
Printed On: 5/31/2024 11:31:45 AM

Date: May 31, 2024
Quote Number: QUO-1035327-R3T1R2

Sales Code	Std/ Opt	Description	\$ List	Weight
1840065	S	12V Low Voltage Disconnect for Battery Protection	0	0
1901017	S	Remote PTO/Throttle, 12-Pin, Engine Bay Remote Control Provision	0	0
Transmission & Clutch				
2016627	O	Transmission: Allison 4500RDS 6-speed, With PTO drive gear. No Retarder. 6th Generation controls. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	26,055	478
2406453	O	Driveline: 2 Dana SPL250XL 1 Centerbearing Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	1,184	0
2410018	O	Torque Converter Included W/ Allison Transmission.	0	0
2410151	O	Pushbutton Control Center Console Mounted. Class 8 with Allison Transmission.	0	0
2410204	O	Allison Fuel Sense: Delete	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2410310	O	Allison Neutral at Stop	0	0
2429378	O	Customer Installed Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
Front Axle & Equipment				
2536002	S	PACCAR FX-20 Front Axle rated at 20K 4" drop standard track	0	0
2621078	O	Front Brakes: 22K Bendix ES S-Cam 16.5x6 in.	-513	-46
2690035	O	Front Brake Drum: 22K 16.5x6 in. cast.	-177	104
2702020	O	Front Hubs Iron Hub Pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	-185	80
2741970	S	ConMet PreSet Plus Hub Package; Front Axle.	0	0
2750001	S	Hubcap: Front Vented.	0	0
2765001	O	Front Auto Slack Adjuster for Drum Brakes.	0	0
2866020	S	Front Springs: Taperleaf 20K W/ Shock Absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0	0
2893642	O	Dual Power Steering Gear: 16-22K TRW THP60 Not for use on T3.	73	54

Price Level: January 1, 2024

Deal: T880 Dump X15 Allison

Printed On: 5/31/2024 11:31:45 AM

Date: May 31, 2024

Quote Number: QUO-1035327-R3T1R2

Sales Code	Std/ Opt	Description	\$ List	Weight
2899336	S	Power Steering Cooler:Radiator Mounted Air-to-Oil	0	0
2900020	O	Front Frame Raised: 1/2 in.	23	0
2900616	O	Threaded Bushings for Taperleaf Spring 16K, 18/20K, 22K, 40K replacing rubber.	103	0
Rear Axle & Equipment				
3142160	S	Dual Meritor RT46-160 Rear Axle rated at 46K. Tandem rear axles.	0	0
3200430	O	Rear Axle Ratio - 4.30.	0	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	-1,567	0
3392005	O	Dual Rear Brake Drums: Cast. For use with 16.5X7" or 16.5X8.625" brake.	-638	208
3407050	S	Dual Rear Hubs: Aluminum Hub Pilot 46K; 11.25" bolt circle. Requires "R" series outer ends.	0	0
3441972	S	ConMet PreSet Plus Hub Package; Dual Rear Axle.	0	0
3465002	O	Tandem Rear Axle Automatic Slack Adjusters. For use with drum brakes.	286	0
3485209	O	Spring Brake: 3030 High Output Dual. For drum brakes.	331	0
3495226	O	Bendix 4S/4M Anti-Lock Brake System.	-3,688	0
3500006	O	Inverted Chambers for 16-1/2 x 7 in. Brakes; Replaces standard mount w/ higher mount.	6	0
3500057	O	Interaxle Driveline: 1 Dana SPL170XL Tandem Rear Axles Only	-159	-2
3511420	O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	2,676	39
3573111	O	Separate Switch for Dual Axles: differential lock or crosslock.	13	0
3742942	O	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K. 54 in. axle spacing, 18.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 13.5 in. Laden Height: 11.5 in.	1,340	180
3808131	O	1 Steerable Pusher: Watson-Chalin 13.5K SL13	14,882	1,245
3820036	O	1 Steerable Pusher Brakes: Bendix Non-RSD 15x4 Use with 13.5K axle.	0	0
3820523	O	1 Steerable Pusher Brake Drum 15x4 for Use With 13.5K axle.	0	0
3821121	O	1 Steerable Pusher Hubs Aluminum Hub Pilot for use with 13.5K axle.	0	0
3828337	O	Pusher or Tag: Gauge Dash-Mounted; Gauge LH of driver's seat, switch/pressure regulator under driver's door.	0	0
3830145	O	Delete Standard Heavy-Duty Air Springs for Rear	-24	-28

Price Level: January 1, 2024

Deal: T880 Dump X15 Allison

Printed On: 5/31/2024 11:31:45 AM

Date: May 31, 2024

Quote Number: QUO-1035327-R3T1R2

Sales Code	Std/ Opt	Description	\$ List	Weight
		suspension.		
3841052	O	1st Pusher Location: 52 in. From C/I Forward tandem axle or single rear axle.	0	0
Tires & Wheels				
4038676	S	Front tires: Goodyear Armormax MSA 425/65R22.5 20PR.44.4 in. diameter 20.6 in. SLR. all position. On/Off highway. Wide-base tire.	0	0
4238858	O	Rear tires: Goodyear Endurance LHD 11R24.5 16PR	-228	208
4781413	O	1 Steerable Pusher: 2 Continental HSR3 295/ 75R22.5 16PR	-487	0
4900008	O	Rear Tire Quantity: 8	0	0
5045216	O	Front Wheel: Alcoa 82362 22.5x12.25 aluminum, with LM One [TM] finish High Polish, hub-pilot mount. 11400lb. maximum rating. Super single. Standard track axles may be over 102 in. w/425 tires. Air disc brake compatible.	-5	-10
5245275	O	Rear Wheel: Alcoa 98U63 24.5X8.25 AL Ultra One High Polish Wheel.	2,128	-136
5781263	O	1 Steerable Pusher: 2 Alcoa 88565 22.5X8.25 AL with LM One [TM] High Polish finish, hub-pilot mount. 8000lb. maximum rating. Severe service.	706	-36
5900008	O	Rear Wheel/Rim Quantity: 8	0	0
Frame & Equipment				
6056400	O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in. to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	394	337
6141400	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in.-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	2,490	609
6302461	O	Bumper: Tapered Chrome Steel Channel. Requires a bumper setting code.	598	63
6319485	S	48.5 in. Bumper Setting. Requires a Bumper Code.	0	0
6324025	O	Front Tow Hook: Center Mounted, Cast. Requires iron front drive brackets.	303	28
6391201	O	Custom Frame Layout: One Chassis CFL A/D: C	1,380	0

Price Level: January 1, 2024

Deal: T880 Dump X15 Allison

Printed On: 5/31/2024 11:31:45 AM

Date: May 31, 2024

Quote Number: QUO-1035327-R3T1R2

Sales Code	Std/ Opt	Description	\$ List	Weight
6400641	O	Battery Box Cantilever Aluminum BOC with Polished smooth aluminum cover.	696	10
6409902	O	Battery Box Location: RH Side.	116	15
6451094	O	T470, C5, T6, T8 Polished DPF/SCR or CNG Cover with step. For use w/ 2010 or later exhaust systems. For T8, use extended length polished battery box on opposite rail to match the length of under cab components.	462	0
6679824	O	Width Across Front Tires Exceeds 102 inches. Dealer to review delivery constraints w/transporter.	0	0
6679859	O	Final End-of-Frame Cut-Off Dimension Will be modified to 56 in. to 60 in.	0	0
6679995	O	Customer Will Install Structural End-of-Frame crossmember before vehicle is placed in service.	0	0
6721102	S	Rear Mudflap Arms: Betts B-25 Standard-Duty, straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	Rear Mudflap Shields: White Plastic Antisail W/ Kenworth logo.	0	0
6742009	S	Square End-of-Frame W/O Crossmember; Non-Towing.	0	0
Fuel Tanks & Equip				
7210110	O	Fuel Tank: 110 US Gallon 24.5 in. Aluminum Under replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	226	2
7722153	S	Small Round DEF Tank, 14 Gallons. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0	0
7812238	O	One Additional Standard Tank Support for 1 Fuel tank. This is not a heavy-duty 7 in. wide support.	183	17
7813002	O	Additional Tank Support Location. LH Under.	0	0
7831008	O	6 in. Wide Lower Fuel Tank Step, for One 22 in. or 24.5 in. tank LH.	90	2
7840015	O	Polish Only One Aluminum Tank.	477	0
7840038	O	Polished Cover for 1 DEF Tank Any Size.	356	3
7880009	O	Mechanical Anti-Roll Channel for One Tank.	79	6
7889061	O	Polished Stainless Steel Tank Straps for 1 Tank.	87	0
7889203	S	DEF to Fuel Fill Ratio 2:1 or Greater.	0	0
7889245	S	Anti-Siphon Device in Fuel Tank Filler Neck. For any number of fuel tanks.	0	0

Sales Code	Std/ Opt	Description	\$ List	Weight
7889604	S	DEF Tank Location is LH.	0	0
7920110	O	Location: 110 gal fuel tank LH under cab	0	0
Cab & Equipment				
8025301	S	Cab: Stamped Aluminum Cab with Panoramic Curved glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0	0
8090604	O	Hood: T880 Set-Back Medium Length. 122.6 inch BBC W/Std Bumper.	350	15
8098212	O	Bright Engine Air Intake Chrome Trimmed Engine Air Intake on Both Sides of Hood	109	0
8108011	S	Cab HVAC - Day Cab and 40 in. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201047	S	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	0	0
8201051	O	Column Mtd Retarder Control, RH Side Use with Manual & Allison Transmissions Only.	0	0
8201200	S	Adjustable Telescoping Tilt Steering Column.	0	0
8205135	O	Information for Customer-Installed PTO Muncie 10-bolt.	0	0
8205177	O	Dash Switch:1st Allison-Mounted PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	242	0
8208495	O	Two Spare Switches: Wired to Power.	68	0
8220106	O	Gauge: Dash Mounted Air Filter Restriction Gauge.	158	0
8222404	S	Gauge: DD Virtual Gauge - Oil Temp Engine	0	0
8222409	S	Gauge: DD Virtual Gauge - Air Filter Restriction	0	0
8222413	S	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0	0
8222414	S	Gauge: DD Virtual Gauge - Engine Percent Torque	0	0
8222722	O	Gauge: Manifold Pressure Gauge. The NavPlus HD unit includes a virtual manifold pressure gauge.	31	0

Price Level: January 1, 2024

Deal: T880 Dump X15 Allison

Printed On: 5/31/2024 11:31:45 AM

Date: May 31, 2024

Quote Number: QUO-1035327-R3T1R2

Sales Code	Std/ Opt	Description	\$ List	Weight
8225658	O	Gauge: Axle Oil Temperature, Dual-Drive Axle. (2 gauges) w/integral warning light.	227	0
8282027	S	Main Instrument Package: 15" Digital Display. Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0	0
8282108	O	Modular Dash Options: RH Dash Storage Unit With two shelves. Reduces total gauge count; HD by 6 and MD by 4.	47	0
8300008	S	Interior Color: Slate Gray	0	0
8330102	S	Interior Package: Vantage Daycab Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0	0
8390634	S	Rubber Floormat	0	0
8410206	S	Driver Seat: GT701 HB with DuraCloth w/ Vinyl material. The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	0	0
8480120	S	Rider Seat: GT100 Toolbox HB with DuraCloth w/ Vinyl material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	0	0
8490181	S	Seat Color: Black	0	0
8496559	O	Driver and Rider Seat Belts: Orange Seat Belts. Replacing standard color.	31	0
8601429	O	Kenworth Radio DEA730 AM/FM/WB/USB, Bluetooth & Sirius-XM Satellite	225	0
8698974	S	Base Level Audio System - Daycab:High Performance Door Speakers.	0	0
8699926	O	CB Installation Kit: Center Mounted of Header. W/header mounted quick release CB mount. One red power post & one black ground post. Includes dual antenna leads located on the mirror brackets. Includes dual antenna & separate speaker.	298	2
8700197	S	Turn Signal: Non-Self Cancelling	0	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0	0
8700406	O	Stainless Steel Permit Panel on Cab, Driver Side only	108	0
8700663	S	Kenworth TruckTech+:	0	0

Sales Code	Std/ Opt	Description	\$ List	Weight
		This system provides the World's Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This is standard on all Kenworth models with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine.		
8800260	O	Long Grabhandle RH Side Mounted to Side-of-Cab exhaust.	67	2
8800262	O	Long Grabhandle LH Side Mounted to Side-of-Cab exhaust.	67	2
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0	0
8841411	S	Single Air Horn Under Cab.	0	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0	0
8865003	O	Aero Mirror: Dual Kenworth Chrome Aero. Motorized Heated Mirrors, 7in X 13in With Chrome Mirror Shell and Black Mirror Arms. Also Includes LH/RH Heated 6in X 7in Convex Mirrors. Mirror Brackets Set For 8-1/2 ft Load Width. Mirror Controls Located On Driver Side Door Pad.	358	0
8871446	S	Rear Cab Stationary Window 19in x 36in	0	0
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0	0
8890135	S	Exterior Stainless Steel Sunvisor.	921	19
8890300	O	Fender Close-Out: Below Headlamp, Behind bumper. *NOT available with 3-piece bumper.	214	0
8890348	O	Wheelwell Fender Extension: 4.5 inches	45	1
8890876	S	Kenworth Cab/Sleeper Air Suspension.	0	0
Lights & Instruments				
9010553	S	Headlamps: SAE Dual Halogen Complex Reflector	0	0
9022137	S	Marker Lights: Five, Rectangular, LED	0	0
9030016	S	Turn Signal Lights: Flush Mounted LED. Mounted at top of fender wheel arc.	0	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0	0
9090052	O	Brake Lights on when Engine Brake Active. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0	0

Sales Code	Std/ Opt	Description	\$ List	Weight
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	175	4
9090849	O	Polyswitches Replacing Fuses. Switch Will automatically reset after removal of excess load.	49	0
Air Equipment				
9101219	O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	148	0
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0	0
9110020	O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	981	15
9140020	S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0	0
9140085	O	Bendix LQ-5 Ratio Valve: for Kenworth-Installed pusher/tag. LQ-5 valve limits the amount of air applied to the pusher brakes. Helps prevent lockup in lightly loaded conditions.	174	2
9140200	O	Delete Trailer Hand Valve. Must Code for Tractor kit.	-72	0
9140328	O	Trailer ABS Electric Supply Through SAE J560 7-pin connector per TMC RP137).	0	0
Extended Warranty				
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0	0
9212653	O	TruckTech+ RD - 5YR Sub Cummins Engines	799	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0	0
Miscellaneous				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9491659	S	VMUX Architecture	0	0
Promotions				
Paint				
9700000	O	Paint Color Number(s). N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0	0
9943004	O	Bumper Unpainted	0	0

Sales Code	Std/ Opt	Description	\$ List	Weight
9943048	O	Day Cab Bulk Paint	0	0
9943050	O	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$302,899
Marketing and Service Support Fee	\$1,395
Prepaid Freight	\$3,625
Total Surcharge/Options Not Subject To Discount	\$799
 Total Weight (lbs)	 18,964

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Ocoee

6/3/2024

(1) NEW CATERPILLAR 420 BACKHOE LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA23-EQU21.0
Item #207: Group: LOADER: Loader Backhoe with Canopy 4x4 Standard
Contract Effective Dates: October 1, 2023, Through September 30, 2025

BASE MACHINE

BASE	Caterpillar 416 Per Sheriff's Contract Specifications	\$96,799
542-7992	Upgrade to 420, Base Machine Only	(\$12,087)
TOTAL OF BASE MACHINE		\$84,712

NON-SPECIFIED OPTIONS

543-4284	STICK, EXTENDABLE, 14FT	\$6,240
544-1066	PT, 4WD/2WS, POWERSHIFT	\$12,430
542-7780	ENGINE, 82KW, C3.6 DITA, T4F	\$14,570
542-7772	HYDRAULICS, GP, 6FCN/8BNK, ST	\$1,895
544-0883	CAB, DELUXE	\$10,870
545-5048	DISPLAY, TOUCH SCREEN	\$995
491-6736	WORKLIGHTS (8) LED LAMPS	\$1,140
611-0335	SEAT, FABRIC	\$670
206-1747	BELT, SEAT, 2" SUSPENSION	NC
542-7810	AIR CONDITIONER, T4F	\$3,110
560-6797	PRODUCT LINK, CELLULAR, PLE643	NC
533-0488	TIRES, 340 80-18/500 70-24, MX	\$3,660
337-9696	COUNTERWEIGHT, 1015 LBS	\$2,280
9R-6007	STABILIZER PADS, FLIP-OVER	\$435
337-7385	BUCKET-GP, 1.3 YD3, PO	\$3,708
9R-5320	CUTTING EDGE, TWO PIECE	\$329
219-3387	BUCKET-HD, 24", 8.5 FT3	\$2,035
559-0872	INSTRUCTIONS, ANSI	NC

421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
551-6453	RIDE CONTROL	\$1,925
456-3390	COUPLING, QD, THREADED WITH CAPS	\$481
548-1231	LINES, COMBINED AUX, E-STICK	\$4,530
540-2298	STANDARD RADIO (12V)	\$720
567-5090	AUTO-UP STABILIZERS	NC
423-7607	PLATE GROUP - BOOM WEAR	\$279
353-1389	GUARD, STABILIZER	\$1,080
555-2396	LINES, HYD CPLR 14FT EXT PILOT	\$3,014
282-5409	THUMB, HYDRAULIC, NO TINE, BHL	\$6,431
221-4282	THUMB, TINE, A 1	\$488
433-0154	BEACON, MAGNETIC MOUNT, STROBE	\$444
382-2499	MIRRORS, EXTERNAL, BOTH SIDES	<u>\$945</u>
	SUB TOTAL	\$84,704
	LESS 21% SHERIFF'S CONTRACT DISCOUNT	<u>(\$17,788)</u>
TOTAL OF NON-SPECIFIED OPTIONS		\$66,916
NON-CONTRACT OPTIONS		
	PEMBERTON HANG-ON FORKS	\$3,650
	LABOR TO INSTALL FORKS	\$1,800
	LABOR TO INSTALL HYDRAULIC THUMB	<u>\$1,750</u>
TOTAL OF NON-CONTRACT OPTIONS		\$7,200
	SUB TOTAL	\$158,828
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$9,916)</u>
TOTAL TRANSACTION PRICE		\$148,912

Best regards,

Scott Starkweather
Sales Representative
Ring Power Corporation



Meeting Date: July 16, 2024
Item #: 10

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Amendment to the First Reading of Ordinance Implementing the Live Local Act. (Zoning Manager Whitfield)

Background Summary:

On March 29, 2023, Senate Bill 102 (SB 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 2023 Live Local Act required 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 preempted 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.

In accordance with Resolution 2024-02, the City moved forward with a proposed ordinance to update the Ocoee Land Development Code in order to articulate the requirements of the Live Local Act more clearly and to establish an administrative process for qualifying affordable housing projects, and a First Reading for the proposed ordinance was held on March 5, 2024.

However, prior to the ordinance advancing to the Second Reading/Adoption Hearing, the Legislature passed a Glitch Bill in 2024, Senate Bill 328 (SB 328), which was signed by the Governor on May 16, 2024, that modified the 2023 SB 102 Live Local Act. In summary, Senate Bill 328, among other things, clarifies preemptions regarding qualifying zoning districts, floor area ratio, building height, densities, parking reductions for qualifying projects near certain transportation facilities, and height entitlements when adjacent to certain single-family neighborhoods.

A copy of Senate Bill 102 and Senate Bill 328 (Glitch Bill) are attached, and the language relative to the

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.ocoee.org

requirements of municipalities begins in Section 5 of SB 102 and Section 2 of SB 328, which amends various subsections of Section 166.04151, Florida Statutes. Key takeaways from the Live Local Act, as set forth in the proposed ordinance, are as follows:

- Affordable multifamily residential and mixed-use residential developments are allowed in any area zoned commercial (C-1, C-2, and C-3) and industrial (I-1 and I-2), 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 (apartment) 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), highest floor area ratio, and 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, except that maximum height may be limited to 150% of the tallest building on any property adjacent to the proposed development when such development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family development with at least 25 contiguous single-family homes. Maximum eligible building heights and floor area ratios do not include those granted to nearby developments by any bonus, variance, special exceptions, agreement to resolve a claim, or provided as an incentive for development or that are recognized as non-conforming or grandfathered.
- 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.
- The City must provide a twenty (20) percent parking reduction if the affordable housing development is within one-half (1/2) mile of, and is accessible by safe and pedestrian-friendly means, to a Major Transportation Hub or the project has available parking within 600 feet, such as on-street parking, parking lots, or parking garages for use by the residents of the proposed development.
- The City must consider a parking reduction if the affordable housing project is within one-quarter (1/4) mile or is accessible by a transit stop.

The attached ordinance incorporates the Legislative requirements of SB 102 as modified by SB 328. It details the proposed changes to Section 5-15 Specific Use/Development Standards to create a new Sub-Section 5-15D relative to Affordable Housing Projects. Proposed Sub-section 5-15D includes:

- New definitions,
- Statements of eligible zoning districts,
- Provisions regarding parking, residential density, non-residential floor area ratio, and building height,
- Provisions establishing a process for administrative approval of qualifying affordable housing projects,
- Requirements for the filing of deed restrictions and submittal of annual certifications attesting to compliance with the Live Local Act for thirty (30) years from issuance of a Certificate of Occupancy,
- Requirements for the equivalent treatment of all market rate and affordable housing units,
- Provisions for the City's enforcement of these new Code Sections, 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) as modified by Senate Bill 328 (2024), 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) as modified by Senate Bill 328 (2024), also known as the Live Local Act.

Attachments:

1. SB 102 Live Local Act
2. Live Local Act Glitch Bill
3. Ordinance Implementing Live Local Act (POST-GLITCH BILL)

Financial Impacts:

N/A

Type of Item: First Reading

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.

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1
2 An act relating to affordable housing; amending ss.
3 125.01055 and 166.04151, F.S.; clarifying application;
4 prohibiting counties and municipalities, respectively,
5 from restricting the floor area ratio of certain
6 proposed developments under certain circumstances;
7 providing that the density, floor area ratio, or
8 height of certain developments, bonuses, variances, or
9 other special exceptions are not included in the
10 calculation of the currently allowed density, floor
11 area ratio, or height by counties and municipalities,
12 respectively; authorizing counties and municipalities,
13 respectively, to restrict the height of proposed
14 developments under certain circumstances; prohibiting
15 the administrative approval by counties and
16 municipalities, respectively, of a proposed
17 development within a specified proximity to a military
18 installation; requiring counties and municipalities,
19 respectively, to maintain a certain policy on their
20 websites; requiring counties and municipalities,
21 respectively, to consider reducing parking
22 requirements under certain circumstances; requiring
23 counties and municipalities, respectively, to reduce
24 or eliminate parking requirements for certain proposed
25 mixed-use developments that meet certain requirements;
26 providing certain requirements for developments
27 located within a transit-oriented development or area;
28 defining the term "major transportation hub"; making
29 technical changes; providing requirements for

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developments authorized located within a transit-oriented development or area; clarifying that a county or municipality, respectively, is not precluded from granting additional exceptions; clarifying that a proposed development is not precluded from receiving a bonus for density, height, or floor area ratio if specified conditions are satisfied; requiring that such bonuses be administratively approved by counties and municipalities, respectively; revising applicability; authorizing that specified developments be treated as a conforming use under certain circumstances; authorizing that specified developments be treated as a nonconforming use under certain circumstances; authorizing applicants for certain proposed developments to notify a county or municipality, as applicable, of their intent to proceed under certain provisions; requiring counties and municipalities to allow certain applicants to submit a revised application, written request, or notice of intent; amending s. 196.1978, F.S.; revising the definition of the term "newly constructed"; revising conditions for when multifamily projects are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption; making technical changes; requiring property appraisers to make certain exemptions from ad valorem property taxes; providing the method for determining the value of a unit for certain purposes; requiring property appraisers to review certain

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59 applications and make certain determinations;
60 authorizing property appraisers to request and review
61 additional information; authorizing property
62 appraisers to grant exemptions only under certain
63 conditions; revising requirements for property owners
64 seeking a certification notice from the Florida
65 Housing Finance Corporation; providing that a certain
66 determination by the corporation does not constitute
67 an exemption; revising eligibility; conforming
68 provisions to changes made by the act; amending s.
69 196.1979, F.S.; revising the value to which a certain
70 ad valorem property tax exemption applies; revising a
71 condition of eligibility for vacant residential units
72 to qualify for a certain ad valorem property tax
73 exemption; making technical changes; revising the
74 deadline for an application for exemption; revising
75 deadlines by which boards and governing bodies must
76 deliver to or notify the Department of Revenue of the
77 adoption, repeal, or expiration of certain ordinances;
78 requiring property appraisers to review certain
79 applications and make certain determinations;
80 authorizing property appraisers to request and review
81 additional information; authorizing property
82 appraisers to grant exemptions only under certain
83 conditions; providing the method for determining the
84 value of a unit for certain purposes; providing for
85 retroactive application; amending s. 333.03, F.S.;
86 excluding certain proposed developments from specified
87 airport zoning provisions; amending s. 420.507, F.S.;

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revising the enumerated powers of the corporation;
amending s. 420.5096, F.S.; making technical changes;
amending s. 420.518, F.S.; specifying conditions under
which the corporation may preclude applicants from
corporation programs; providing an appropriation;
providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 125.01055, Florida
Statutes, is amended, and subsection (8) is added to that
section, to read:

125.01055 Affordable housing.—

(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 rental units that, for a period of at least 30 years, are
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

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117 currently allowed density on any unincorporated land in the
118 county where residential development is allowed under the
119 county's land development regulations. For purposes of this
120 paragraph, the term "highest currently allowed density" does not
121 include the density of any building that met the requirements of
122 this subsection or the density of any building that has received
123 any bonus, variance, or other special exception for density
124 provided in the county's land development regulations as an
125 incentive for development.

126 (c) A county may not restrict the floor area ratio of a
127 proposed development authorized under this subsection below 150
128 percent of the highest currently allowed floor area ratio on any
129 unincorporated land in the county where development is allowed
130 under the county's land development regulations. For purposes of
131 this paragraph, the term "highest currently allowed floor area
132 ratio" does not include the floor area ratio of any building
133 that met the requirements of this subsection or the floor area
134 ratio of any building that has received any bonus, variance, or
135 other special exception for floor area ratio provided in the
136 county's land development regulations as an incentive for
137 development. For purposes of this subsection, the term floor
138 area ratio includes floor lot ratio.

139 (d)1.~~(e)~~ A county may not restrict the height of a proposed
140 development authorized under this subsection below the highest
141 currently allowed height for a commercial or residential
142 building development located in its jurisdiction within 1 mile
143 of the proposed development or 3 stories, whichever is higher.
144 For purposes of this paragraph, the term "highest currently
145 allowed height" does not include the height of any building that

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met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the county's land development regulations, or 3 stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

(e)~~(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, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its

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website a policy containing procedures and expectations for administrative approval pursuant to this subsection.

(f) ~~1.(e)~~ A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-quarter ~~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.

2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; and

b. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

3. A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

4. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a

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204 mix of other transportation options.

205 (g)~~(f)~~ For proposed multifamily developments in an
206 unincorporated area zoned for commercial or industrial use which
207 is within the boundaries of a multicounty independent special
208 district that was created to provide municipal services and is
209 not authorized to levy ad valorem taxes, and less than 20
210 percent of the land area within such district is designated for
211 commercial or industrial use, a county must authorize, as
212 provided in this subsection, such development only if the
213 development is mixed-use residential.

214 (h) A proposed development authorized under this subsection
215 which is located within a transit-oriented development or area,
216 as recognized by the county, must be mixed-use residential and
217 otherwise comply with requirements of the county's regulations
218 applicable to the transit-oriented development or area except
219 for use, height, density, floor area ratio, and parking as
220 provided in this subsection or as otherwise agreed to by the
221 county and the applicant for the development.

222 (i)~~(g)~~ Except as otherwise provided in this subsection, a
223 development authorized under this subsection must comply with
224 all applicable state and local laws and regulations.

225 (j)1. Nothing in this subsection precludes a county from
226 granting a bonus, variance, conditional use, or other special
227 exception for height, density, or floor area ratio in addition
228 to the height, density, and floor area ratio requirements in
229 this subsection.

230 2. Nothing in this subsection precludes a proposed
231 development authorized under this subsection from receiving a
232 bonus for density, height, or floor area ratio pursuant to an

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ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the county and no further action by the board of county commissioners is required.

(k) ~~(h)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(l) ~~(i)~~ This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the county's comprehensive plan, future land use designation, or zoning. If at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7)(a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

Section 2. Subsection (7) of section 166.04151, Florida Statutes, is amended, and subsection (8) is added to that section, to read:

166.04151 Affordable housing.—

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for

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commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily ~~rental~~ development are rental units that, for a period of at least 30 years, are 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 currently allowed density on any land in the municipality where residential development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the municipality's land development regulations as an incentive for development.

(c) A municipality may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed floor area ratio on any land in the municipality where development is allowed under the municipality's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area

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ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the municipality's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio.

~~(d)1.(e)~~ 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 building development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the municipality's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the municipality may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the municipality's land development regulations, or 3 stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not

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include properties separated by a public road.

(e) ~~(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, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each municipality shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection.

(f) 1. ~~(e)~~ A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-quarter ~~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.

2. A municipality must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or

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other multimodal design features.

b. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a municipality may not require that the available parking compensate for the reduction in parking requirements.

3. A municipality must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the municipality as a transit-oriented development or area, as provided in paragraph (h).

4. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(g) ~~(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.

(h) A proposed development authorized under this subsection which is located within a transit-oriented development or area, as recognized by the municipality, must be mixed-use residential and otherwise comply with requirements of the municipality's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided in this subsection or as otherwise agreed to

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by the municipality and the applicant for the development.

(i)~~(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.

(j)1. Nothing in this subsection precludes a municipality from granting a bonus, variance, conditional use, or other special exception to height, density, or floor area ratio in addition to the height, density, and floor area ratio requirements in this subsection.

2. Nothing in this subsection precludes a proposed development authorized under this subsection from receiving a bonus for density, height, or floor area ratio pursuant to an ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the municipality and no further action by the governing body of the municipality is required.

(k)~~(h)~~ This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(l)~~(i)~~ This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a), notwithstanding the municipality's comprehensive plan, future land use designation, or zoning. If

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at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7) (a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

Section 3. An applicant for a proposed development authorized under s. 125.01055(7) or s. 166.04151(7), Florida Statutes, who submitted an application, written request, or notice of intent to utilize such provisions to the county or municipality and which has been received by the county or municipality, as applicable, before the effective date of this act may notify the county or municipality by July 1, 2024, of its intent to proceed under the provisions of s. 125.01055(7) or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality shall allow an applicant who submitted such application, written request, or notice of intent before the effective date of this act the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by this act.

Section 4. Subsection (3) of section 196.1978, Florida Statutes, is amended to read:

196.1978 Affordable housing property exemption.—

(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 a

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certification notice ~~or an application for an exemption~~ pursuant
to this subsection ~~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 meet all of the
following conditions:

1. Provide affordable housing to natural persons or
families meeting the income limitations provided in paragraph
(d). ~~†~~

2.a. 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); or

b. Are within a newly constructed multifamily project in an
area of critical state concern, as designated by s. 380.0552 or
chapter 28-36, Florida Administrative Code, which contains more
than 10 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 (1) ~~(m)~~, whichever is less.

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(c) If a unit that in the previous year received ~~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. The property appraiser shall exempt:

a. Seventy-five percent of the assessed value of the units in multifamily projects that meet the requirements of this subsection and are ~~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; ~~and, must receive an ad valorem property tax exemption of 75 percent of the assessed value.~~

b.2. From ad valorem property taxes the units in multifamily projects that meet the requirements of this subsection and are ~~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.~~

2. When determining the value of a unit for purposes of applying an exemption pursuant to this paragraph, the property

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appraiser must include in such valuation the proportionate share
of the residential common areas, including the land, fairly
attributable to such unit.

(e) To be eligible 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. The property appraiser shall review the
application and determine whether the applicant meets all of the
requirements of this subsection and is entitled to an exemption.
A property appraiser may request and review additional
information necessary to make such determination. A property
appraiser may grant an exemption only for a property for which
the corporation has issued a certification notice and which the
property appraiser determines is entitled to an exemption.

(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 (1) ~~(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

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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 a certification notice and certify whether a property ~~that~~ meets the ~~eligibility~~ criteria of paragraphs (b) and (c) ~~this subsection~~. A determination by the corporation regarding a request for a certification notice does not constitute a grant of an exemption pursuant to this subsection or 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 a certification notice. 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

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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.

(j)~~(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.

(k)~~(l)~~ Property receiving an exemption pursuant to s. 196.1979 or units used as a transient public lodging establishment as defined in s. 509.013 ~~are~~ not eligible for this exemption.

(l)~~(m)~~ A rental market study submitted as required by subparagraph (f)1. ~~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

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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.

(m)~~(n)~~ The corporation may adopt rules to implement this section.

(n)~~(o)~~ This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 5. Present subsections (6) and (7) of section 196.1979, Florida Statutes, are redesignated as subsections (8) and (9), respectively, new subsections (6) and (7) are added to that section, and paragraph (b) of subsection (1), subsection (2), paragraphs (d), (f), and (1) of subsection (3), and subsection (5) of that section are amended, to read:

196.1979 County and municipal affordable housing property exemption.—

(1)

(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 of each residential unit used to provide affordable housing if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this

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section.

(2) If a residential unit that in the previous year received ~~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:

(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 application for certification ~~exemption~~, it must notify the applicant and include reasons for the denial.

(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 the deadline specified in s. 196.011 ~~March 1~~.

(1) Require the county or municipality to post on its website a list of ~~certified~~ properties receiving the exemption for the purpose of facilitating access to affordable housing.

(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.

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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, but no later than January 1 of the year such exemption will take effect. 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, but no later than January 1 of the year the repeal or expiration of such exemption will take effect.

(6) The property appraiser shall review each application for exemption and determine whether the applicant meets all of the requirements of this section and is entitled to an exemption. A property appraiser may request and review additional information necessary to make such determination. A property appraiser may grant an exemption only for a property for which the local entity has certified as qualified property and which the property appraiser determines is entitled to an exemption.

(7) When determining the value of a unit for purposes of applying an exemption pursuant to this section, the property appraiser must include in such valuation the proportionate share of the residential common areas, including the land, fairly attributable to such unit.

Section 6. The amendments made by this act to ss. 196.1978 and 196.1979, Florida Statutes, are intended to be remedial and clarifying in nature and apply retroactively to January 1, 2024.

Section 7. Present subsection (5) of section 333.03, Florida Statutes, is redesignated as subsection (6), and a new

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subsection (5) is added to that section, to read:

333.03 Requirement to adopt airport zoning regulations.—

(5) Sections 125.01055(7) and 166.04151(7) do not apply to any of the following:

(a) A proposed development near a runway within one-quarter of a mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of the runway for a distance of 10,000 feet of any existing airport runway or planned airport runway identified in the local government's airport master plan.

(b) A proposed development within any airport noise zone identified in the federal land use compatibility table or in a land-use zoning or airport noise regulation adopted by the local government.

(c) A proposed development that exceeds maximum height restrictions identified in the political subdivision's airport zoning regulation adopted pursuant to this section.

Section 8. Subsection (35) 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:

(35) To preclude any applicant, sponsor, or affiliate of an applicant or sponsor from further participation in any of the corporation's programs as provided in s. 420.518,
~~any applicant or affiliate of an applicant which has made a material misrepresentation or engaged in fraudulent actions in connection~~

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~~with any application for a corporation program.~~

Section 9. Subsection (3) of section 420.5096, Florida Statutes, is amended to read:

420.5096 Florida Hometown Hero Program.—

(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; must be a first-time homebuyer and a Florida resident; and must be 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 servicemember of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

Section 10. Section 420.518, Florida Statutes, is amended to read:

420.518 Preclusion from participation in corporation programs ~~Fraudulent or material misrepresentation.~~—

(1) An applicant, a sponsor, or an affiliate of an applicant or a sponsor may be precluded from participation in any corporation program if the applicant or affiliate of the applicant has:

(a) Made a material misrepresentation or engaged in fraudulent actions in connection with any corporation program.

(b) Been convicted or found guilty of, or entered a plea of

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guilty or nolo contendere to, regardless of adjudication, a crime in any jurisdiction which directly relates to the financing, construction, or management of affordable housing or the fraudulent procurement of state or federal funds. The record of a conviction certified or authenticated in such form as to be admissible in evidence under the laws of the state shall be admissible as prima facie evidence of such guilt.

(c) Been excluded from any federal funding program related to the provision of housing, including debarment from participation in federal housing programs by the United States Department of Housing and Urban Development.

(d) Been excluded from any federal or Florida procurement programs.

(e) Offered or given consideration, other than the consideration to provide affordable housing, with respect to a local contribution.

(f) Demonstrated a pattern of noncompliance and a failure to correct any such noncompliance after notice from the corporation in the construction, operation, or management of one or more developments funded through a corporation program.

(g) Materially or repeatedly violated any condition imposed by the corporation in connection with the administration of a corporation program, including a land use restriction agreement, an extended use agreement, or any other financing or regulatory agreement with the corporation.

(2) Upon a determination by the board of directors of the corporation that an applicant or affiliate of the applicant be precluded from participation in any corporation program, the board may issue an order taking any or all of the following

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actions:

(a) Preclude such applicant or affiliate from applying for funding from any corporation program for a specified period. The period may be a specified period of time or permanent in nature. With regard to establishing the duration, the board shall consider the facts and circumstances, inclusive of the compliance history of the applicant or affiliate of the applicant, the type of action under subsection (1), and the degree of harm to the corporation's programs that has been or may be done.

(b) Revoke any funding previously awarded by the corporation for any development for which construction or rehabilitation has not commenced.

(3) Before any order issued under this section can be final, an administrative complaint must be served on the applicant, affiliate of the applicant, or its registered agent that provides notification of findings of the board, the intended action, and the opportunity to request a proceeding pursuant to ss. 120.569 and 120.57.

(4) Any funding, allocation of federal housing credits, credit underwriting procedures, or application review for any development for which construction or rehabilitation has not commenced may be suspended by the corporation upon the service of an administrative complaint on the applicant, affiliate of the applicant, or its registered agent. The suspension shall be effective from the date the administrative complaint is served until an order issued by the corporation in regard to that complaint becomes final.

Section 11. For the 2024-2025 fiscal year, from the funds

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received and deposited into the General Revenue Fund from the
state's allocation from the federal Coronavirus State Fiscal
Recovery Fund created under the American Rescue Plan Act of
2021, Pub. L. No. 117-2, the sum of \$100 million in nonrecurring
funds is appropriated to the State Housing Trust Fund for use by
the Florida Housing Finance Corporation to implement the Florida
Hometown Hero Program established in s. 420.5096, Florida
Statutes.

Section 12. This act shall take effect upon becoming a law.

ORDINANCE NO. 24-_____

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, FLOOR AREA RATIO, AND HEIGHT, ESTABLISHING A PROCESS FOR ADMINISTRATIVE APPROVAL, PROVIDING FOR DEED RESTRICTIONS AND ANNUAL CERTIFICATION, PROVIDING FOR A REDUCTION IN PARKING REQUIREMENTS, 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, on May 16, 2024, the Governor of the State of Florida signed Senate Bill 328, which amended the Live Local Act to, among other things, preempt a local government’s floor area ratio for qualifying developments, requiring parking reductions when a qualifying project is located in proximity to certain transportation facilities, and modifying height entitlements when adjacent to certain single-family neighborhoods;

WHEREAS, the Live Local Act requires municipalities to allow multifamily rental 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 development are rental units that, for a period of at least 30 years, are “affordable” as defined in Section 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 rental development;

WHEREAS, the office of the Attorney General of the State of Florida advised in a 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”;

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;

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 166.04151, 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 Mile*, as used in Section 166.04151, 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 166.04151, 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 or the density of any building that has received any bonus, special exception, agreement to resolve a claim, variance, or as otherwise provided as an incentive for development or recognized as a non-conforming or grandfathered use.

(f) *Highest Currently Allowed Floor Area Ratio*, as used in Section 166.04151, Florida Statutes, shall mean the highest building square footage, calculated based on floor area ratio,

established by the “Commercial” or “Industrial” future land use map designations within the adopted City of Ocoee Comprehensive Plan. Highest Currently Allowed Floor Area Ratio does not include the floor area ratio greater than any established by the Commercial and Industrial future land use designations or the building square footage or floor area ratio of any building that has received any bonus, special exception, agreement to resolve a claim, variance, or as otherwise provided as an incentive for development or recognized as a non-conforming or grandfathered use.

(g) *Highest Currently Allowed Height* as used in Section 166.04151, Florida Statutes, shall only mean the higher of either three (3) stories or an approved and currently allowed commercial or residential building’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. However, if the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes, the City may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the municipality’s land development regulations, or 3 stories, whichever is higher. For the

purposes of this paragraph, the term “adjacent to” means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

(h) *Industrial* as used in Section 166.04151, Florida Statutes, shall mean only the I-1 and I-2 industrial zoning districts of the city and no other zoning district.

(i) *Live Local Act* refers specifically to 2023 Senate Bill 102, signed by the Governor of Florida on March 29, 2023, effective July 1, 2023, as modified by 2024 Senate Bill 328, signed by the Governor of Florida on May 16, 2024, and codified as to municipalities at Section 166.04151 *et seq.*, Florida Statutes.

(j) *Major Transportation Hub* shall mean any transit station whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(2) Permitted Zoning, Parking, Density, Floor Area Ratio 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, except that:

1. The City shall reduce required parking by at least 20% if any of the following conditions apply:

i. The proposed project is located within one-half (1/2) mile of a Major Transportation Hub and is accessible to the Major Transportation Hub by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features. A major transportation hub shall mean

any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

ii. The proposed project has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development.

2. The City shall consider a reduction in required parking for a proposed development located within one-quarter (1/4) mile of a transit stop accessible from the development, to the extent supported by appropriate documentation.

(c) *Allowed Density and Floor Area Ratio.*

1. An Affordable Housing Project is entitled to the Highest Currently Allowed Density and Floor Area Ratio 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.

(d) *Allowed Height.* An Affordable Housing Project is entitled to the Highest Currently 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, as prescribed in Article VII, Part II, Floodplain Management, of the Land Development Code, 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 land use, zoning, height, density, floor area ratio, 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 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) business 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) business 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 project applications shall not be required to undergo public hearings before the Planning and Zoning Commission or the City

Commission for approval of land use, zoning, density, floor area ratio, or height, as enumerated in the various subsections of Section 4-3 and in Section 166.04151(7)(a), Florida Statutes.

(d) The City Manager shall maintain on the City's website a policy containing the foregoing procedures for administrative approval.

(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. Any violation must be cured within 30 days, which the City Commission finds is a reasonable time. In addition to fines that may be assessed if the violation is not cured within 30 days, the City shall treat the development as a nonconforming use.

(b) The owner and operator shall be liable for and shall reimburse the City for all costs and reasonable attorney's fees that the City incurs 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



STAFF REPORT

Meeting Date: July 16, 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 Fountains West PUD - 2nd Substantial Amendment to Lot 8 of Fountains West PUD (Planned Unit Development), Project No. RZ-24-05-06. (Zoning Manager Whitfield)

Background Summary: First Reading of Ordinance was held on June 18, 2024.

Owner/Applicant: The property is owned by GW Real Estates LLC, represented by Larry Gaboury, and the applicant is Goodwill Industries of Central Florida.

Site Location: The property is within Commission District 1 and is generally located on the north side of Fountains West Boulevard, approximately 342 feet north of West Road.

Property Size & Parcel Identification Number: The property consists of 3.04 acres and is assigned parcel ID number 06-22-28-2863-01-0000.

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
Commercial (COMM) & Light Industrial (LI)	PUD-COMM	Vacant except for an access road to the self-storage facility on the adjacent site	None

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	Commercial & Light Industrial	PUD-COMM	Vacant

South	City	Commercial & Light Industrial	PUD-COMM & PUD-IND	Restaurant use along the southwest portion and retention area for a school along the southeast portion of the property
East	City	Light Industrial	PUD-COMM	Self-storage facility
West	City	Commercial	PUD-COMM	Stormwater pond

Proposed Development: The applicant is requesting an amendment to the 2nd Amendment to Lot 8 of the Fountains West PUD in order to increase the maximum building square footage for retail from 18,000 SF to 24,932 SF. No other changes are proposed relative to the PUD Land Use Plan or Conditions of Approval.

Transportation and Access: The subject property is within one (1) mile of several corridors, including Fountains West Boulevard, West Road, Clarcona Ocoee Road, and Ocoee Apopka Road. Per the 2018 Lot 8 Substantial Amendment traffic analysis, impacts from any development beyond the self-storage/mini-warehouse development should be assessed with a traffic impact study and mitigated as appropriate. Consequently, the City has evaluated the potential traffic impacts of proposed retail development. Using the fitted curve equation ITE Code 815 (11th edition) for a Free-Standing Discount Store (which generates a higher trip count rate), the proposed 24,932 SF retail store is anticipated to generate 1,856 daily, 19 AM Peak Hour and 33 PM Peak Hour trips, without accounting for pass-by reductions. Adding 100% of these trips (without accounting for any pass-by reduction or trip distribution along the various segments and intersections) to the existing 2023 "background plus vested trips" data in the City's current Concurrency Management System (CMS), concurrency is met, and no new deficiencies are identified resulting from the increase in trips.

However, per the terms of the Fountains West Planned Unit Development, the applicant will be required to remit payment of their proportionate share of the cost of the installation of the traffic signal at the intersection of Fountains West Boulevard and West Road using the methodology previously approved in 2018 prior to the issuance of a site work permit.

Utilities: The Utilities Department did not identify any concerns.

Stormwater: A storm water facility has been constructed within Lot 8 as part of the self-storage facility and will accommodate drainage from this development. Per the approved Land Use Plan for Lot 8, development of the subject property must comply with the approved 70% maximum impervious surface area.

Schools: N/A

Recreation and Open Space: N/A

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed 2nd Substantial Amendment to Lot 8 of the Fountains West PUD to increase the maximum retail building square footage from 18,000 SF to 24,932 SF on the property assigned parcel ID number 06-22-28-2863-01-0000?

Recommendations: Development Review Committee (DRC) Recommendation:

The DRC met on this item on May 7, 2024. Following discussion regarding how the Goodwill Store will manage garbage/solid waste on the site, the DRC made a recommendation of approval of the 2nd Substantial Amendment to Lot 8 of the Fountains West PUD subject to the condition that, at the time of site plan review, the applicant provides documentation to support not having on-site dumpster facility to serve the use.

Planning & Zoning Commission (PZC) Recommendation:

The Planning and Zoning Commission considered this item at its June 11, 2024, public hearing. During the public hearing, five (5) residents spoke, representing Greens at Forest Lake, Westyn Bay, Preserve at Crown Point and Forestbrooke Estates. Discussion and comments received during the hearing were relative to traffic congestion in the area (particularly at the West Road at Fountains West Boulevard intersection), lack of alternative north-south transportation corridors, and the proposed use of the site for a Goodwill store and the concerns relative to such proposed use, as summarized below:

- Demographics of Goodwill patrons not aligning with the demographics of the residential communities in the area,
- Placement of a Goodwill store in an area surrounded by residential homes, instead of along arterial roads such as State Road 50,
- Creation of low-wage jobs,
- Impacts to and loss of "walkability" for the Planned Unit Development,
- Homeless populations along the West Orange Trail,
- Theft activities at other Goodwill locations,
- Garbage accumulated at the store due to donations being dropped off and left out after hours, and
- The proposed "retail" use is an industrial use or warehouse logistics use in disguise, since a large area (approximately 9,000 SF) of the building square footage would be used for processing and recycling of donated goods (to be sent to a facility on the south side of Orange County) that are not sufficient or desirable for sale, which represents 75% of the donated goods. Only approximately 25% of the donations are sold in the store's 15,932 SF of retail space.

Following the discussion, the PZC made a recommendation of a denial by a 3 to 2 vote.

Recommendations:

The Honorable Mayor and City Commissioners shall make a decision to do one of the following:

- a. Approve the adoption of the proposed ordinance for a 2nd Substantial Amendment to Lot 8 of the Fountains West PUD, subject to the following conditions:
 - i. At the time of site plan review, the applicant shall provide documentation to support not having an on-site dumpster facility to serve the use, in accordance with their Zero Waste mission, and
 - ii. Prior to the issuance of a site work permit, the applicant shall remit payment for their proportionate fair share of the cost of installation of the traffic signal at the intersection of Fountains West Boulevard and West Road.
- b. Deny the adoption of the proposed ordinance for a 2nd Substantial Amendment to Lot 8 of the Fountains West PUD.
- c. Continue the item to a date that meets the Commission's discretion.

Attachments:

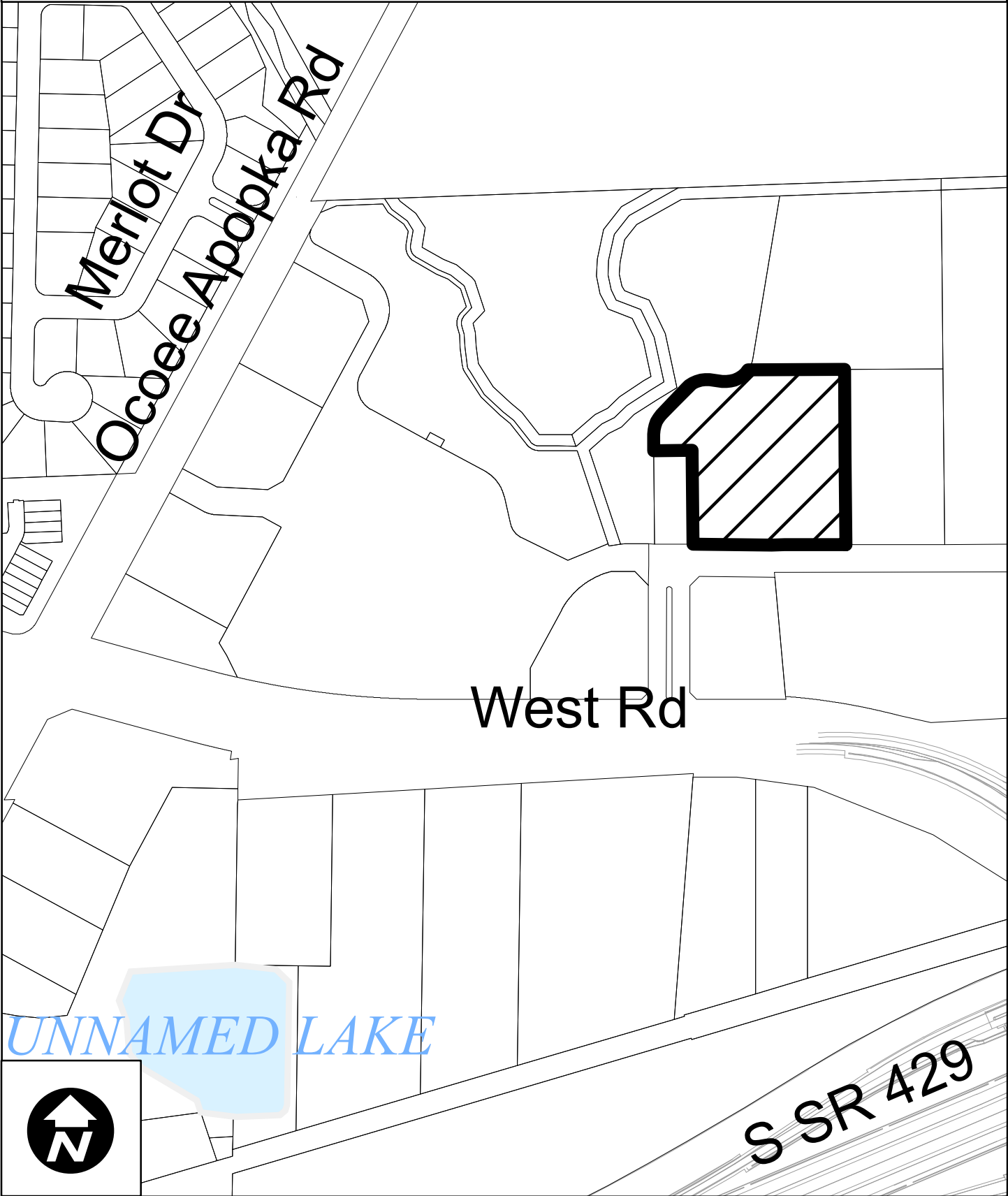
1. Location Map
2. Aerial Map
3. FLUM Map
4. Zoning Map
5. Substantial Amendment LUP
6. Ordinance

Financial Impacts:

N/A

Type of Item: Second Reading Public Hearing

**Fountains West PUD - Substantial Amendment to Lot 8
Location Map**



Fountains West PUD - Lot 8 Substantial Amendment

2022 Aerial Photography



Fountains West PUD - Lot 8 Substantial Amendment Surrounding Future Land Use Map



Development Services
Department

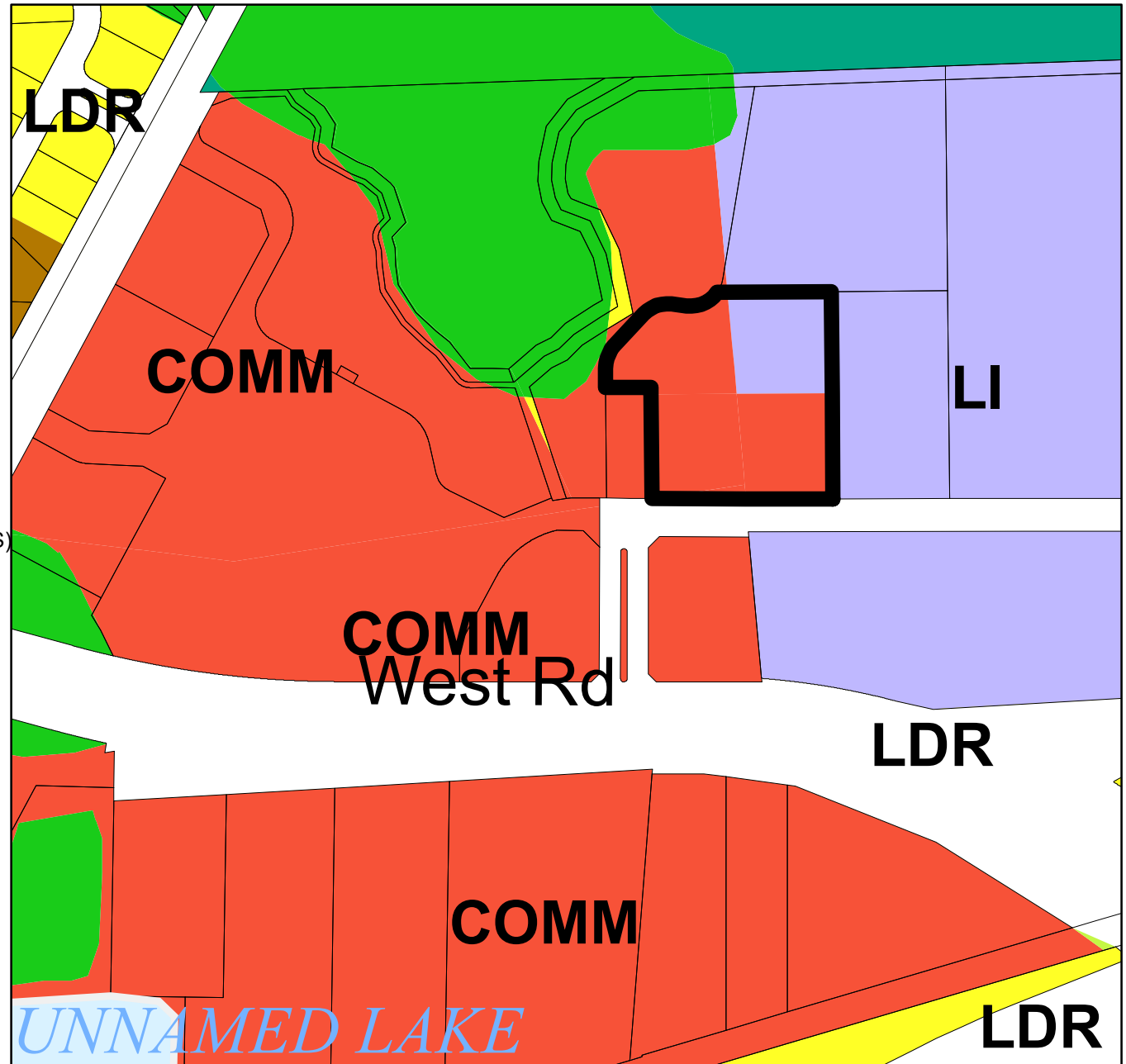
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Feet

Created: month year

 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)



Fountains West PUD - Lot 8 Substantial Amendment Surrounding Zoning Map



Development Services
Department

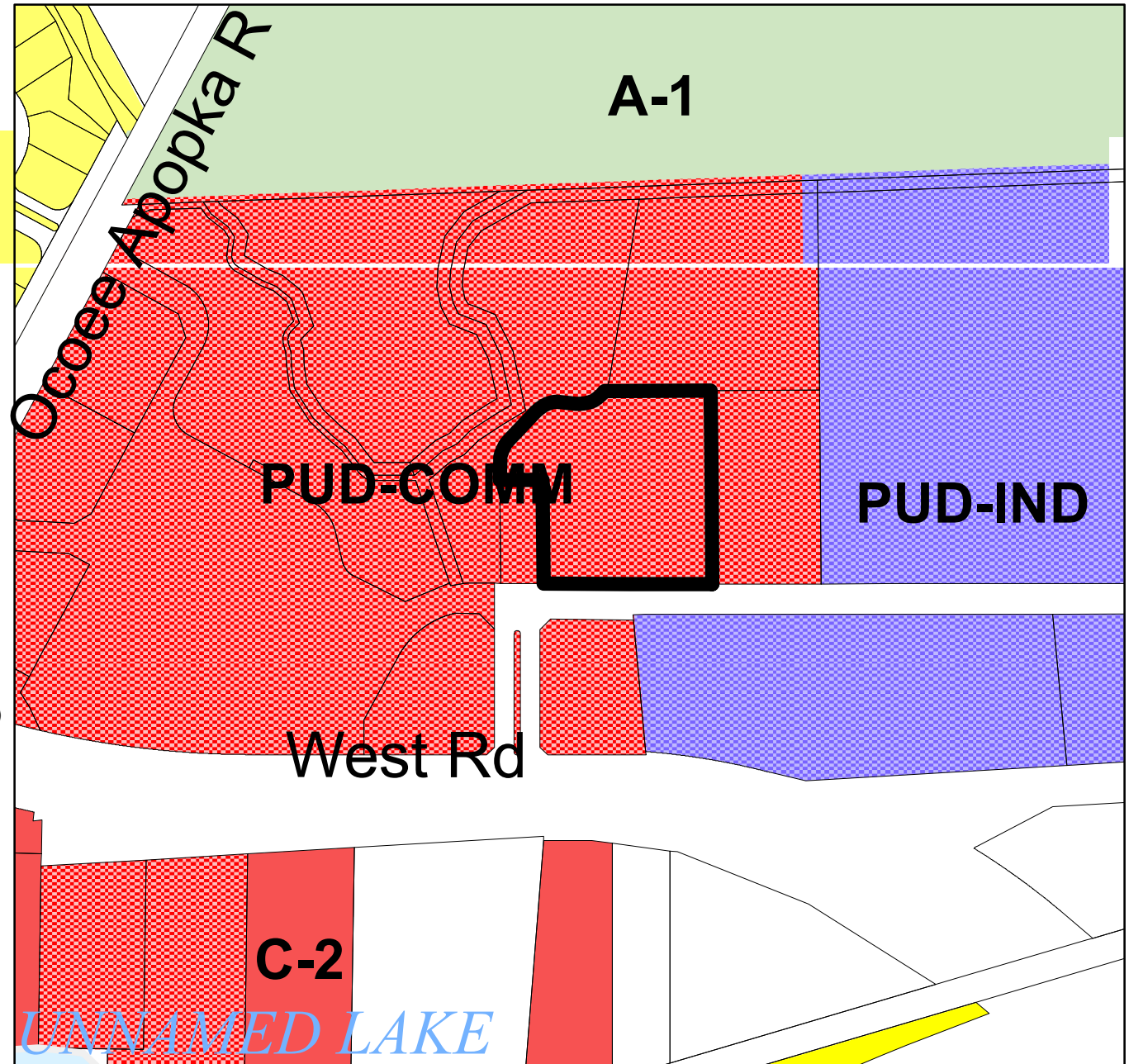
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Created: month year

 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



FOUNTAINS WEST PUD

MAJOR AMENDMENT

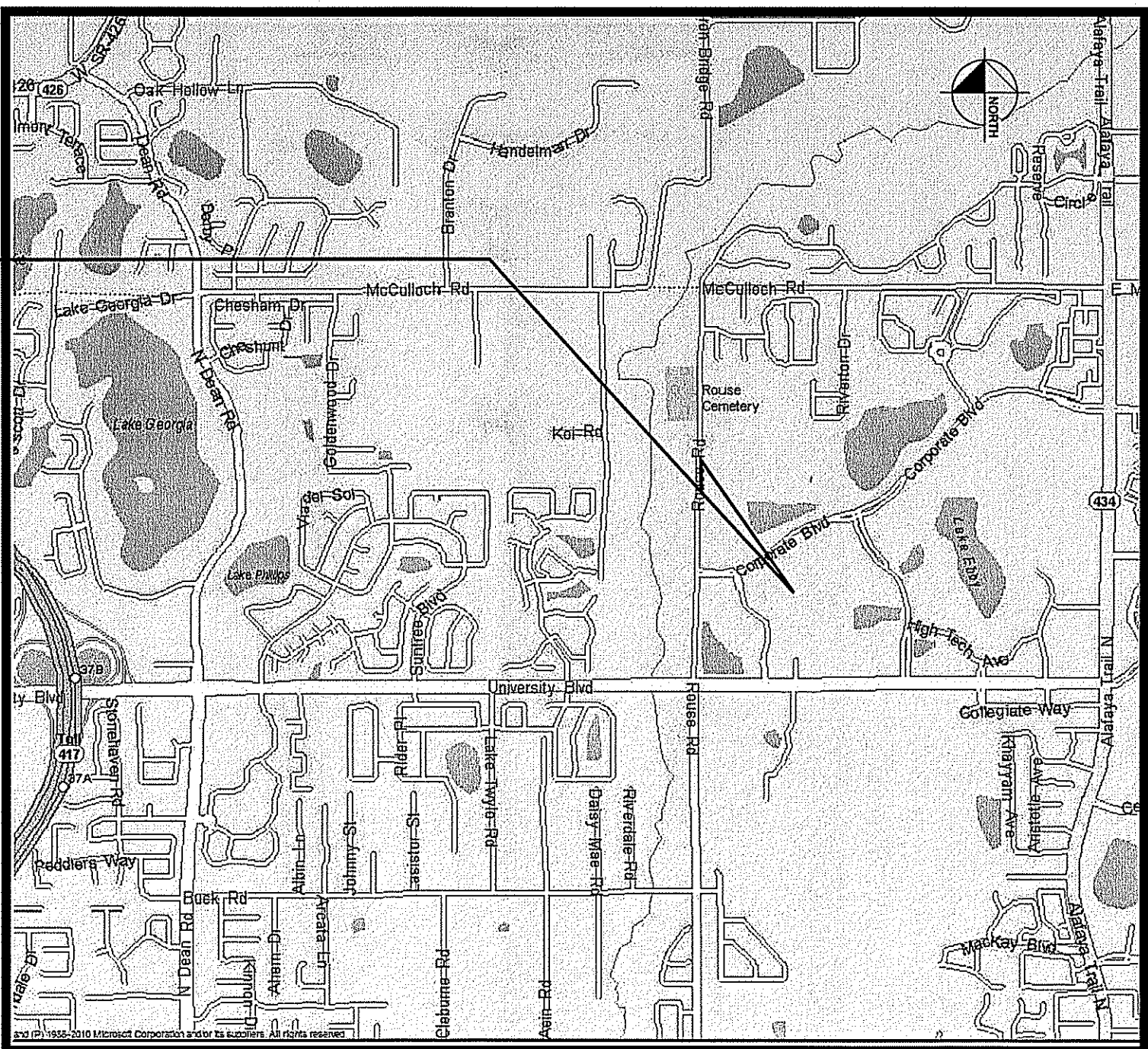
(LOT 8)

City of Ocoee, Florida

May 3, 2024

PARCEL NUMBERS EFFECTED BY CHANGE:
06-22-28-2856-08-000

PROJECT LOCATION



VICINITY MAP

SHEET INDEX

- LUP-1 COVER SHEET
- LUP-2 SITE DATA TABLE
- LUP-3 PHASING PLAN

PREVIOUSLY APPROVED SHEETS SHOWN FOR REFERENCE

- C-0 COVER SHEET
- C-1 PUD LAND USE PLAN
- C-2 PUD BOUNDARY
- C-4 PRELIMINARY UTILITY PLAN
- C-5 PRELIMINARY SITE PLAN WITH FUTURE WEST ROAD REALIGNMENT
- C-6 USDA SOIL SURVEY MAP
- C-7 ADJACENT PARCELS
- C-9 PUD LOT AND TRACT PLAN
- C-10 LOT MATRIX & PARKING SUMMARY
- C-11 SIGN DETAILS
- C-12 LIGHTING DETAILS & CONCEPTUAL BUILDING ELEVATIONS
- SV-1 BOUNDARY AND TOPOGRAPHIC SURVEY FOR THE PARENT PARCELS
- SV-2 BOUNDARY AND TOPOGRAPHIC SURVEY FOR THE PARENT PARCELS



150 N. Orange Ave
Suite 420
Orlando, FL 32801
Phone: 407 992.6300

LUP-1

Plotted By:Spence, Robert Sheet Set:Kha Layout:Layout1 April 12, 2018 03:11:44pm K:\ORL_Civil\149876008--Ocoee Self Storage--Commercial\CAADD LANDUSE\PlanSheets\LUP--02.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Permitted Uses

USE	Lots 1 & 2	Lots 3, 4 & 5	Lot 6	Lot 7	Lot 8
Appliance Store	*	*	*	*	*
Bank	*	*	*	*	
Bar (associated with restaurant seating 45 people)		*	*	*	
Car Wash (1)		*		*	*
Clinic, Dental or Medical	*	*	*	*	*
Commercial, Convenience with Gas Sales		*		*	
Commercial, Retail	*	*	*	*	*
Department Store			*		*
Drive in Restaurant (3)		*	*	*	*
Equipment Sales		*	*	*	*
Furniture Store	*	*	*	*	*
Grocery Store/Supermarket			*		
Heating, Ventilating, Plumbing Sales & Service		*	*	*	*
Interior Decorating Store	*	*	*	*	*
Liquor Store, No on--permise consumption		*	*	*	
Miniature Golf Course		*	*	*	*
Movie Theater			*		*
Music, Radio, TV Shop	*	*	*	*	*
Nursery/Garden Supply Store	*	*	*	*	*
Professional Offices	*	*	*	*	*
Restaurant	*	*	*	*	*
Self-Storage Facility					*
Veterinary Hospitals and Kennels when confined with structure	*	*	*	*	*
Child Care Facilities	*	*	*	*	*
Church (2)					*
Club or Community Use	*	*	*	*	*
Recreation Facility, Commercial		*	*	*	*
Permitted Use					
(1) Only as Accessory to Gas/Convenience Store Establishment					
(2) (2300 seats; 45' Steeple/Tower feature; ancillary uses such as church related offices, religious/book store; daycare facility and recreational building)					
(3) This use is not permitted for lot 3					

Approved PUD Waivers

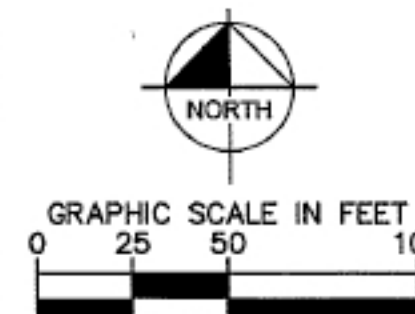
CODE SECTION	CODE REQUIREMENTS	PROPOSED STANDARDS	JUSTIFICATION
LDC, Article VI Section 6-14.C.(1)(b)ii	No more than 50% of the linear roadway frontage shall be devoted to outparcels within a commercial development	70% frontage on Ocoee-Apopka Road in outparcels. No more than 50% frontage on West Road in outparcels	Additional Right-Of-Way dedication on Ocoee-Apopka Road and partial dedication for West Road Realignment on West Road.
LDC, Article VI Section 4-5.M.(3)	50 feet building setback on Ocoee-Apopka Road and West Road	25 feet building setback on Ocoee-Apopka Road and West Road	Additional Right-Of-Way dedication on Ocoee-Apopka Road and West Road

Development Standards

Lot #/Tract	Acerage	Use	FAR	Max. Impervious	Open Space	Max. Height	Max. Sq Ft./Other Use	Ownership & Maintenance Entity	Maximum ADT	Max. PM Peak Hour Trips	SETBACK/LANDSCAPE			ZONE	FLU
											Road	Abutting Lot/Tract	Internal Drive		
1	1.16	Commercial**	0.20	80%	20%	45 Feet	9,900.00	SUNTRUST BANK			25/15	10/5	10/10	PUD	Commerical
2	1.14	Commercial**	0.20	80%	20%	45 Feet	9,900.00	OCOE, LLC			25/15	10/5	10/10	PUD	Commerical
3	1.26	Commercial**	0.18	80%	20%	45 Feet	9,900.00	OCOE, LLC	Lots 1 through 7	Lots 1 through 7	25/15	10/10	10/10	PUD	Commerical
4	1.33	Commercial**	0.17	80%	20%	45 Feet	9,900.00	OCOE, LLC	ADT = 7,665	PM Peak = 708	25/15	N/A	10/10	PUD	Commerical
5	1.20	Commercial**	0.18	80%	20%	45 Feet	9,900.00	OCOE, LLC			25/15	10/10	N/A	PUD	Commerical
6	8.83	Commercial**	0.16	80%	20%	45 Feet	65,500.00	OCOE, LLC			25/15	10/0	N/A	PUD	Commerical
7	1.00	Commercial**	0.11	80%	20%	45 Feet	5,000.00	OCOE, LLC			25/15	10/10	N/A	PUD	Commerical
8	11.73	Public/Facilities/Institutional/Commercial	0.10	70%	30%	45 Feet	Church with 2,300 Seat Auditorium, Day Care Center, Recreational Building, Self Storage and Retail	Living Waters Church Ocoee, Inc	ADT = 519	PM Peak = 38	25/15	10/10 WORY, 10/0 All Others	N/A	PUD	Low Density Residential/ Light Industrial
Tract A	3.86	Wetland/Conservation	N/A				N/A	City of Ocoee							
Tract A1	0.44	25' Buffer Along Wetland	N/A				N/A	City of Ocoee							
Tract A2	0.43	25' Buffer Along Wetland	N/A				N/A	City of Ocoee							
Tract B	3.44	Retention For Lots 1-7	N/A				N/A	OCOE, LLC							
Tract C-1	0.98	Additional R/W West Rd.	N/A				N/A	Orange County*							
Tract C-2	2.68	Additional R/W West Rd.	N/A				N/A	Orange County*							
Tract C-3	0.18	Additional R/W West Rd.	N/A				N/A	Orange County*							
Tract D	0.48	Additional R/W Ocoee Apopka Rd.	N/A				N/A	City of Ocoee							
Road A	0.99	Access Road R/W	N/A				N/A	City of Ocoee							
Tract F	0.80	Water Feature	N/A				N/A	OCOE, LLC							
Tract G	1.10	Public Trail						City of Ocoee							
TOTAL	43.03			80%	20%										

Kimley»Horn

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189 S. ORANGE AVE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM CA 00000696



**ORDINANCE NO. 2024-
(2nd Substantial Amendment to Lot 8 of
the Fountains West PUD)**

TAX PARCEL ID: 06-22-28-2863-01-000

CASE NO. RZ-24-05-06: 2nd Substantial Amendment to Lot 8 of the Fountains West PUD

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, APPROVING THE 2ND SUBSTANTIAL AMENDMENT TO LOT 8 OF THE FOUNTAINS WEST PUD FOR CERTAIN REAL PROPERTY COMPRISING APPROXIMATELY 3.04 ACRES LOCATED ON THE NORTH SIDE OF FOUNTAINS WEST BOULEVARD, APPROXIMATELY 342 FEET NORTH OF WEST ROAD, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; AMENDING THE MAXIMUM SQUARE FOOTAGE FOR RETAIL USE; FINDING CONSISTENCY WITH THE OCOEE COMPREHENSIVE PLAN; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described owner (the “Owner”), has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to approve an amendment (the “Amendment”) to the Fountains West PUD Land Use Plan, as approved by the Ocoee City Commission on December 19, 2006, and wherein, Lot 8 was amended as a Substantial Amendment on June 19, 2018 (the “PUD”);

WHEREAS, the Amendment was scheduled for study and recommendation by the Development Review Committee (“DRC”) on May 7, 2024; and

WHEREAS, the DRC recommended approval of said Amendment; and

WHEREAS, the Amendment was scheduled for study and recommendation by the Planning and Zoning Commission of the City of Ocoee (“P&Z”);

WHEREAS, on June 11, 2024, the P&Z held an advertised public hearing on the Amendment and, after discussion, made a recommendation of denial; and

WHEREAS, on July 16, 2024, the Ocoee City Commission has held an advertised de novo public hearing with respect to the proposed 2nd Substantial Amendment to PUD and this Ordinance and determined that the Amendment to the PUD to increase the building square footage for retail use from 18,000 square feet to 24,932 square feet and this Ordinance are consistent with the City of Ocoee Comprehensive Plan, as amended; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

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. Amendment to PUD. The Amended PUD, prepared by The S/L/AM Collaborative, dated May 3, 2024, with such additional revisions thereto, if any, as may be reflected in the minutes of the City Commission of the City of Ocoee meeting approving same, is hereby approved. The Amended PUD is attached hereto as **Exhibit “A”**, and by this reference made a part hereof. As described therein, the Amended PUD amends the previously approved PUD for Fountains West PUD. All references to the PUD or the Amended PUD for Fountains West PUD shall hereafter refer to the previously approved PUD for Fountains West PUD as amended by the attached Amended PUD.

SECTION 3. Ocoee Comprehensive Plan. The Ocoee City Commission hereby finds that this Ordinance is consistent with the Ocoee Comprehensive Plan.

SECTION 4. Conflicting Ordinances. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 5. 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 6. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

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

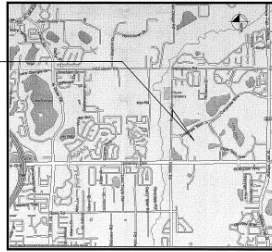
EXHIBIT "A"

FOUNTAINS WEST PUD MAJOR AMENDMENT (LOT 8) City of Ocoee, Florida

May 3, 2024

PARCEL NUMBERS EFFECTED BY CHANGE:
06-22-28-2856-08-000

PROJECT LOCATION



VICINITY MAP

SHEET INDEX
LUP-1 COVER SHEET
LUP-2 SITE DATA TABLE
LUP-3 PHASING PLAN

PREVIOUSLY APPROVED SHEETS SHOWN FOR REFERENCE

C-0 COVER SHEET
C-1 PUD LAND USE PLAN
C-2 PUD BOUNDARY
C-4 PRELIMINARY UTILITY PLAN
C-5 PRELIMINARY SITE PLAN WITH FUTURE WEST ROAD REALIGNMENT
C-6 USDA SOIL SURVEY MAP
C-7 ADJACENT PARCELS
C-9 PUD LOT AND TRACT PLAN
C-10 LOT MATRIX & PARKING SUMMARY
C-11 SIGN DETAILS
C-12 LIGHTING DETAILS & CONCEPTUAL BUILDING ELEVATIONS
SV-1 BOUNDARY AND TOPOGRAPHIC SURVEY FOR THE PARENT PARCELS
SV-2 BOUNDARY AND TOPOGRAPHIC SURVEY FOR THE PARENT PARCELS



The S L A M Collaborative

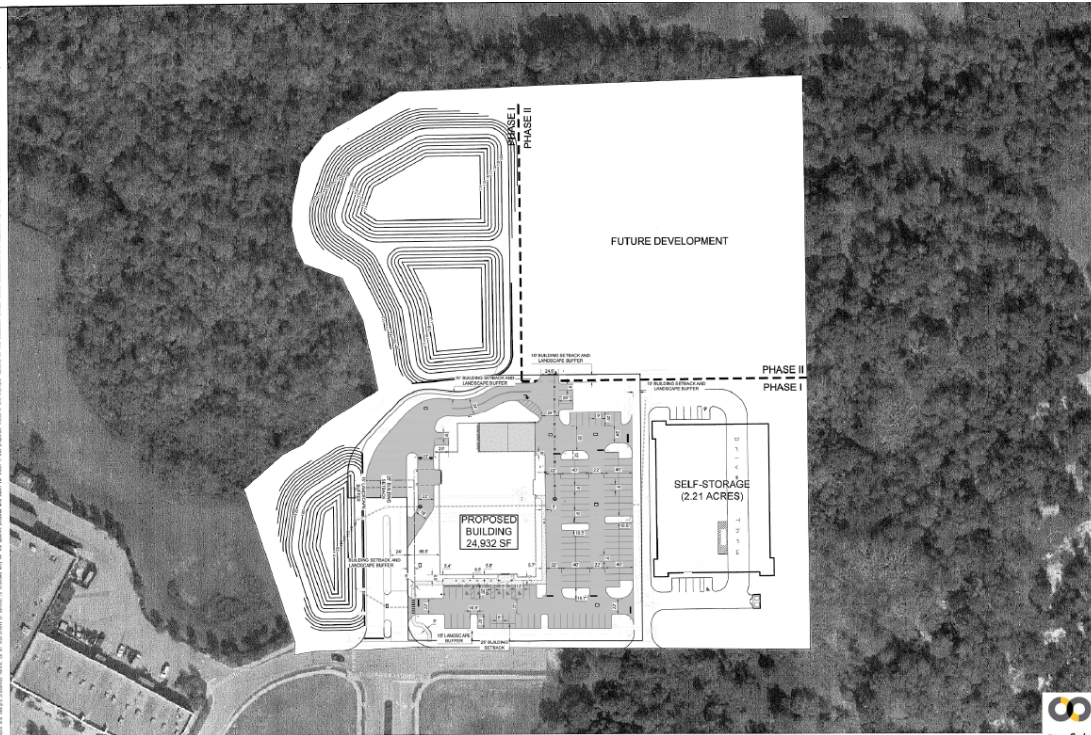
150 N. Orange Ave.

Suite 420

Orlando, FL 32801

Phone: 407.992.6300

FOUNTAINS WEST PUD
PROJECT LOCATION



The S L A M Collaborative

150 N. Orange Ave.

Suite 420

Orlando, FL 32801

Phone: 407.992.6300



Meeting Date: July 16, 2024
Item #: 12

Contact Name: Doug Gaines
Contact Number: Ext. 1503

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: City of Ocoee's 100-Year Anniversary Celebration. (Acting Support Services Director Gaines)

Background Summary:

The Town of Ocoee was officially recognized as a municipality by the Florida legislature in November 1923 and later elevated to the City of Ocoee on May 13, 1925. In October 2023, the city proudly commemorated the Town of Ocoee's 100th Anniversary during the grand opening event for Unity Park. During this momentous occasion, the City Commission directed staff to proceed with plans for the City of Ocoee's 100-Year Anniversary Celebration, spanning from 1925 to 2025.

Staff has meticulously developed an outline for the centennial celebration, which is set to launch in January 2025 and continue throughout the year. The primary goal of this anniversary program is to highlight the City of Ocoee to both residents and visitors through a series of celebratory events and prominent promotions. The festivities will feature community gatherings and special 100-year merchandise to honor and celebrate this significant milestone.

A dedicated planning committee has been formed, comprising members from the City Manager's Office, Parks and Recreation, Finance, Support Services, Development Services, Utilities, Public Works, and Fire and Police Departments. This committee is diligently crafting community events and initiatives that pay homage to the city's past, present, and future. Proposed events and activities include a Centennial Community Celebration, a Time Capsule Installation Ceremony, and a Golf Tournament. All of the city's annual signature events and activities in 2025 will carry the 100-Year Anniversary theme.

To ensure a memorable and impactful celebration, staff recommends contracting with marketing and graphic design firms to create the following:

- A 100-Year Anniversary logo
- Artwork for merchandising and commemorative items
- Graphics for pole banners and collectible posters
- A strategic marketing and social media campaign
- Historical displays and exhibits

The City of Ocoee's 100-Year Anniversary Celebration promises to be a vibrant and dynamic series of events, uniting the community in celebration of its rich history and promising future.

Issue:

Should the Honorable Mayor and Commissioners waive the procurement policy to meet the timeline for the

100th Anniversary kick-off in January 2025, enabling the city to contract with marketing and design firms to proceed expeditiously?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners waive the procurement policy to expedite the hiring of marketing and graphic design firms. This will enable us to effectively prepare for the 100th Anniversary kick-off in January 2025. We propose a budget not to exceed \$60,000 for these essential services.

Attachments:

None

Financial Impacts:

The marketing and graphics firms will have a not to exceed amount of \$60,000.

Type of Item: Regular



STAFF REPORT

Meeting Date: July 16, 2024

Item #: 13

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Discussion and Direction on Gettings Recording Studio Lease Agreement. (Development Services Director Rumer)

Background Summary:

On June 5, 2019, the City purchased 275 N Lakeshore Dr. (Gettings Recording Studio) from Glenn Gettings for a purchase price of \$2,500,000.00. The City made an initial payment of \$1,500,000.00 at closing, and the balance of \$1,000,000.00 was paid in twenty (20) quarterly payments with an additional \$3,000.00 in interest paid at each payment. In total, interest payments totaled \$60,000.00.

The City also entered into a "Lease Agreement" (Lease) with Gettings Productions, Inc. on May 10, 2019, that went into effect June 5, 2019. The Lease allowed Gettings to occupy the building for a period of five (5) years with a rental fee of zero (\$0.00) per month, provided that the tenant reimburse the City for Property taxes in the amount of \$1,341.00 a month. The Lease states in Section 2 (b), that by mutual agreement and execution to this lease, the parties may extend the term of the Lease for an agreed-upon period with monthly rent of Ten Thousand Dollars (\$10,000.00) a month. However, Section 13 of the Lease provides that if the tenant holds possession after the lease expires or is terminated, the City may allow occupation of the building on a month-to-month basis with rent being no less than Fifteen Thousand Dollars (\$15,000.00) for each month. To date, the City has not approved a lease extension, and a rent payment for the period of June 5-July 5 has not been made.

With regard to reoccurring costs of the property, the City is responsible for keeping the building sealed from moisture and has already replaced the roof at a cost of Sixty Thousand Dollars (\$60,000.00) in 2021. The roof has experienced new leaks, and a quote to replace it was provided at a cost of One Hundred Thousand Dollars (\$100,000.00) (see attached quote). The City also maintains the exterior grounds of the property. The tenant is responsible for all interior maintenance items.

The City provided Gettings Productions, Inc., a letter notifying them that the lease expired on June 19, 2024. The City stated that it was not intending to replace the roof and has begun the process of a full demolition of the building. The demolition will take several months to initiate, with the first step being a hazardous materials survey which is taking place on July 11th. It is anticipated the demolition will not happen before February 2025. The cost of the hazardous materials survey is \$3,500.00, and the estimated cost to demolish the building is \$31,142.00.

The City received an email reply from Gettings (attached) and is seeking to extend the lease for a one (1) year term with zero (\$0.00) in rent with the agreement that they will be responsible for maintaining the roof.

Staff finds that leasing the property at zero cost is not consistent with what has been past practice with leases

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761

Phone: (407) 905-3100 • www.occoee.org

such as for State Office holders, and further, it sets an unintentional precedent. Staff is providing the City Commission with three (3) options for the continued and future occupation of the building and recommends option 2 or 3:

- 1) Agree to the terms as provided by Gettings, whereby they pay zero dollars (\$0.00) in monthly rent and maintain the roof for a one (1) year term,
- 2) Extend the Lease on a month-to-month basis with \$10,000.00 monthly rent, or
- 3) Require Gettings to vacate the building and provide for a date to turn the building over to the City.

Issue:

Discussion and direction on the lease with Glenn Gettings for use of the Recording Studio located at 275 N Lakeshore Dr.

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners selects option #2 or #3 of the three (3) options for the continued and future occupation of the recording studio by Gettings Productions, Inc.

Attachments:

1. Gettings Lease Agreement
2. Gettings Roof Quote
3. Expiration of Lease Agreement Letter
4. Starke Lake Studios Roof Response

Financial Impacts:

None

Type of Item: Regular

LEASE AGREEMENT

This Lease Agreement ("Lease") dated 5 / 10 / 2019, is entered into by and between the **City of Ocoee, Florida**, a Florida municipal corporation, whose address is 150 Lakeshore Drive, Ocoee, Florida 34761 ("**Landlord**") and **Gettings Productions, Inc.**, a Florida corporation, whose address is 275 Lakeshore Drive, Ocoee, Florida 34761 ("**Tenant**").

WITNESSETH:

1. DEMISE OF PREMISES

In consideration of the sale of certain real property (the "**Property**") of even date herewith from Glendall W. and Callipe A. Gettings, principals of Tenant, to Landlord pursuant to that certain Purchase Agreement dated 5 / 10 / 2019 (the "**Purchase Agreement**"), and other good and valuable consideration and the covenants and agreements hereinafter reserved and contained in this Lease to be observed and performed by Tenant, Landlord does hereby demise and lease to Tenant the Studio building only located at 275 Lakeshore Drive Ocoee, Florida 34761 ("**Premises**"), to have and to hold from the Delivery Date (as hereinafter defined) and during the term of this Lease subject to the covenants and agreements contained in the Lease. The parties acknowledge that the Premises does not include all of the Property. Tenant shall have no right to use or occupy the portions of the Property not within the Premises; Landlord shall have the exclusive right and use of the Property not within the Premises. Notwithstanding the foregoing, during the term of this Lease, Tenant shall have the right to use of the parking lot within the Property for the parking of vehicles in connection with the use of the Premises.

2. TERM

(a) **Delivery Date.** Unless otherwise set forth in this Lease, Tenant's right of occupancy under this Lease shall commence on the date Landlord acquires the Property pursuant to the Purchase Agreement (the "**Delivery Date**").

(b) **Term/Early Termination.** The initial term of this Lease shall extend for a period of five (5) years following the Delivery Date; provided, however, that at any time during the initial term of this Lease Landlord may provide Tenant twelve (12) months' written notice of termination of this Lease and Tenant shall vacate the Premises on or before the end of the twelve (12) month period. In the event of early termination of this Lease by Landlord, Landlord agrees to compensate Tenant the sum of TEN THOUSAND DOLLARS (\$10,000.00) a month for each month remaining in the initial term of the Lease from the first day of the month following the date Tenant vacates the Premises. By mutual agreement and execution of an amendment to this Lease, the parties may extend the term of this Lease for an agreed-upon period and with such extension the monthly rent from Tenant to Landlord shall be TEN THOUSAND DOLLARS (\$10,000.00) a month.

3. USE

(a) **Use of Premises.** Tenant covenants with Landlord that Tenant shall not use or occupy the Premises or any part of thereof for any purpose other than for a recording studio and offices (the "**Permitted Use**"). During the term of this Lease, Tenant shall have the right to use the portions of the Property outside of the premises from time to time in coordination with Landlord for special events or other uses. Such use by Tenant shall be without compensation to Landlord but shall not unreasonably interfere with Landlord's use of the Property. Likewise, during the term of this Lease, Landlord shall have the right to use the Premises from time to time in coordination with Tenant for special events or other uses. Such use by Landlord shall be without compensation to Tenant but shall not unreasonably interfere with Tenant's use of the Premises. Each party shall endeavor to

give the other party advance notice of such uses at least thirty (30) days in advance.

(b) **Compliance with Regulations.** Tenant agrees to observe and comply with all laws, ordinances, and governmental regulations pertaining to Tenant's manner of use.

4. PAYMENT OF PROPERTY TAXES, INSURANCE, AND UTILITIES

Tenant hereby covenants and agrees that monthly rent is Zero Dollars (\$0.00) per month; provided, however, that Tenant shall pay all real estate taxes, pro-rated for the year 2018, to Landlord on a monthly basis in the amount of ONE THOUSAND THREE HUNDRED FORTY ONE and NO DOLLARS (\$1341.000) per month for the duration of this Lease. The parties shall maintain property insurance on the Premises as provided herein. Utilities and janitorial services shall be obtained at the sole cost and expense of Tenant.

5. ENJOYMENT

Tenant, upon paying all monies due and payable hereunder and performing all of the covenants of this Lease, may quietly hold and enjoy the Premises free from interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, through or under the Landlord.

6. INSTALLATION AND ALTERATIONS

(a) Tenant shall have the right to maintain and keep its furniture, fixtures, and equipment ("FFE"), on the condition that it is not in default hereunder. Tenant shall have the right to remove such FFE immediately upon the expiration or earlier termination of this Lease, provided that Tenant repairs all damage occasioned by the removal thereof.

(b) Tenant shall not make any repairs, alterations or additions to the Premises, or make any contracts therefore, without first procuring Landlord's written consent, which the Landlord agrees not to unreasonably withhold, condition or delay. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed upon the Premises, and which remain in any manner attached to the floors, walls or ceilings ten (10) days after the termination of this Lease, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof, without damage or injury, unless Landlord requests that such movable alterations or movable improvements be removed, in which event the same shall be removed by the Tenant at the expiration of the term of this Lease at Tenant's expense. Tenant shall be obligated to repair all damages occasioned by the removal of any items from the Premises.

7. REPAIRS AND MAINTENANCE

Tenant shall maintain in good order, condition, and repair, at its sole cost and expense, all interior portions of the Premises as well as the HVAC units and system (including those portions outside of the interior of the Premises). In addition, Tenant shall maintain in good order, condition, and repair all plumbing, lights, electrical fixtures, utilities, canopy lights, and signage within the Premises. All repairs and replacements required to be or made by Tenant shall be equal in quality to the original installations. Tenant agrees to keep the Premises clean and to maintain the Premises in good order. Landlord will maintain the exterior of the building in good watertight order, and the Premises and the land and landscaping surrounding the building on the Property.

8. INDEMNIFICATION

To the extent permitted by law, Tenant covenants with Landlord to indemnify and hold harmless Landlord from and against any and all claims, actions, damages, (but not indirect, consequential, or punitive damages), liability and expense, including but not limited to reasonable attorneys' fees, that arise from or in connection with the possession, use, occupation, management, repair, maintenance, or control of the Premises, or any portion thereof. Tenant shall, at its own cost and expense, defend against any and all actions that may be brought against Landlord with respect to the foregoing. Tenant shall pay, satisfy and discharge any and all judgments, orders, and decrees that may be recovered against Landlord in connection with the foregoing. Notwithstanding anything herein to the contrary, Tenant's obligation to indemnify and hold the Landlord harmless shall not apply to claims, actions, damages, liabilities, or expenses resulting from the negligent or wrongful acts of Landlord, its agents, contractors, employees, servants, lessees, or concessionaires or to any claim arising from events occurring on the Premises except to the extent resulting from the negligent or wrongful acts of Tenant, its agents, contractors, employees, servants, lessees, or concessionaires. Landlord does not waive its right to sovereign immunity under Florida law.

9. WAIVER OF LIABILITY

Unless otherwise provided herein, Landlord shall not be liable for any loss of or damage to any property of Tenant or of any others located in or on the Premises, or any injury or damage to persons or property that occurs in or on the Premises or results from an occurrence in or on the Premises except to the extent that any such loss, damage, or injury is the direct result of Landlord's use of the Premises or the negligence, breach, or default under this Lease and Tenant does hereby expressly release Landlord from all liability for any damage, loss, or injury covered in this Section. Unless otherwise provided herein, Tenant shall not be liable for any loss of or damage to any property of Landlord or of any others located on the Property outside of the Premises, or any injury or damage to persons or property that occurs on the Property outside of the Premises or results from an occurrence on the Property outside of the Premises except to the extent that any such loss, damage, or injury is the direct result of Tenant's use of the Property outside of the Premises or the negligence, breach, or default under this Lease and, to the extent provided by law, Landlord does hereby expressly release Tenant from all liability for any damage, loss, or injury covered in this Section.

10. ASSIGNMENT AND SUBLETTING; COLLATERAL ASSIGNMENT

Tenant shall not have the right to assign, sublet, license, or otherwise transfer any or all of its rights and privileges under this Lease.

11. DAMAGE TO PREMISES

- (a) If the Premises shall be damaged by fire, the elements, or other casualty and are rendered untenantable in whole or in part, and there are sufficient insurance proceeds from any of the Landlord's insurance policies, if any, to rebuild the improvements on the Premises, Landlord may, in Landlord's sole discretion and with no obligation to do so, rebuild or otherwise restore the improvement to good condition and fit for occupancy within a reasonable period of time after such destruction or damage. If the Landlord's insurance proceeds are insufficient to rebuild the improvements or if Landlord does not intend to rebuild the improvements on the Premises, Landlord shall terminate this Lease in accordance with the early termination process described in Paragraph 2(b) and Landlord shall retain the insurance proceeds.
- (b) The City shall carry liability insurance on the property. The Tenant shall carry worker's compensation, renter's insurance on the contents of the building, business loss insurance, and

general liability insurance (naming the City as an additional insured on the general liability policy). The general liability policy coverage amount shall be approved in advance by the City.

- (c) Each party shall bear its own cost and pay its own premiums for its insurance obligations.
- (d) Unless otherwise provided herein, under no circumstances shall the Landlord be obligated to repair or replace any of the leasehold improvements, whether installed by Landlord or Tenant, or any of Tenant's furniture, equipment, or personal property located in or on the Premises. In all cases, Tenant shall be obligated to repair or restore Tenant's leasehold improvements, Tenant's furniture, equipment and personal property, and fixtures at its own expense.

12. SURRENDER OF PREMISES

Tenant agrees to deliver to Landlord physical possession of the Premises upon the termination of or the expiration of the term of this Lease in as good condition and repair as the same shall be at the Delivery Date, ordinary wear and tear or insurable casualty loss excepted. Provided Tenant repairs any damage relating to the removal, Tenant shall have the right to remove the sound panels, acoustic treatment and recording equipment from the Premises prior to delivery. Tenant shall, at the time of delivery of the Premises to Landlord, deliver to Landlord all keys, computerized programs, access codes, combinations, or other items necessary or desirable for access to Premises or for the operation of installed equipment on the Premises. The Premises shall further be delivered clean and free of all personal property and FFE.

13. HOLDING OVER; RENT

If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, Landlord shall have the following options: (i) Landlord may permit Tenant to occupy the Premises as a tenant from month-to-month, which tenancy shall be terminable by either party upon thirty (30) calendar days' written notice to the other, and in which event Tenant shall be liable for the payment of Rent in an amount no less than Fifteen Thousand Dollars (\$15,000.00) for each month or portion of month that Tenant remains on the Premises and Tenant shall remain subject to all of the terms and conditions of this Lease; and (ii) Landlord may exercise any remedies it has under this Lease for Tenant default including a legal action against Tenant for wrongfully holding over.

14. ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than the correct monies due under this Lease shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the amount owed and pursue any other remedy provided in this Lease.

15. INSPECTION AND EXHIBITION OF PREMISES

Landlord reserves the right at all reasonable times and upon reasonable notice, to enter the Premises during the last four (4) months of the term of this Lease for the purpose of exhibiting the Premises to prospective tenants. Landlord also reserves the right at all reasonable times and upon reasonable notice, to inspect the Premises and every part thereof. Landlord may, however, without notice, make emergency repairs or make such required repairs as Tenant has failed to make, according to Tenant's repair obligations under this Lease.

16. REMEDIES UPON DEFAULT

(a) **Tenant Default.** If Tenant defaults in the payment of the Property Taxes or other amounts due to Landlord under this Lease and any such default shall continue for a period of fifteen (15) days after written notice (provided, however, that Tenant shall be entitled to only two (2) written notices of such default within any twelve (12) month period, and after the second written notice in any twelve (12) month period, a default shall be deemed to occur if Tenant shall fail to pay any amount herein provided for within fifteen (15) days of its due date); or if Tenant defaults in its performance of any of the non-monetary covenants or conditions of this Lease and any such default continues for fifteen (15) days after written notice (which period shall be extended for such additional reasonable period as may be required under the circumstances provided that Tenant initiates its cure within such fifteen (15) day period and diligently thereafter prosecutes such cure to completion); or if the Premises or any part thereof shall be abandoned; or if Tenant shall file a voluntary petition in bankruptcy or shall file any petition or institute any proceeding under any insolvency or bankruptcy law (or any amendment or addition thereto hereafter made) seeking to effect its reorganization or a composition with its creditors; or if Tenant shall make a general assignment for the benefit of creditors, or if (in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings) a receiver, interim receiver, receiver manager, monitor, custodian, liquidator, or trustee shall be appointed for Tenant or the Premises; or if any proceedings shall commence for the reorganization of Tenant under any insolvency or bankruptcy law, or if the leasehold estate created hereby shall be taken on execution or by any process of law, or if Tenant shall admit in writing its inability to pay its obligations generally as they become due; then Landlord may terminate this Lease, whereupon Tenant shall quit and surrender the Premises, but shall remain liable for Landlord's damages for Tenant's breach of this Lease plus interest on any amounts due to Landlord from the date of termination at the lower of twelve percent (12%) per annum or the highest interest rate legally allowable. Such early termination as provided herein shall not be construed as an early termination requiring the payment of the early termination fee provided for herein.

(b) **Remedies After Termination.** After termination of this Lease, Landlord or Landlord's agents may immediately, or at any time thereafter, re-enter the Premises and remove all FFE therefrom (by appropriate legal proceedings) and dispose of the FFE in any manner as determined in the sole and absolute discretion of the Landlord. In said event, Tenant assumes all responsibility for any liability resulting from the disposal of the FFE.

In the event that Landlord shall obtain possession of the Premises, Tenant agrees to pay to Landlord, on demand, an amount equal to the reasonable expenses incurred by Landlord in obtaining possession, including court costs and reasonable attorneys' fees, and such other expenses as Landlord may reasonably incur in putting the Premises in good order and condition.

(c) **Tenant's Remedies upon Landlord's Default.** If Landlord defaults in its performance of any of its duties and obligations under this Lease and such default continues for fifteen (15) days after written notice (which period shall be extended for such additional reasonable period as may be required under the circumstances provided that Landlord initiates its cure within such fifteen (15) day period and diligently thereafter prosecutes such cure to completion) and Tenant shall be entitled to any and all remedies available at law or in equity for a Landlord default.

17. NOTICES

Any notice, request, consent, approval, demand, or other communication required or permitted to be given or served by either party to this Lease to or on the other shall be given or served and shall not be deemed to have been duly given or served unless in writing and delivered: (a) in person; (b) by overnight courier; or (c) by certified or registered mail, return receipt requested, to the following addresses or to such other addresses as may be specified from time to time, in writing, delivered to the other party as provided herein:

To Landlord: Rob Frank, City Manager
150 Lakeshore Drive
Ocoee, Florida 34761

With a copy to: Scott Cookson, City Attorney
1000 Legion Place, Suite 1700
Orlando, FL 32801

To Tenant: Gettings Production Inc.
275 Lakeshore Drive
Ocoee, FL 34761

With a copy to: Legacy Law, P.A.
25 SE 2nd Ave., Suite 800
Miami, FL 33131

The date of service of any such notice or demand given by registered or certified mail shall be the date on which such notice or demand is delivered, as evidenced by a U.S. Postal Service receipt.

18. RECORDING

This Lease shall not be recorded.

19. FORCE MAJEURE

If Landlord or Tenant is delayed or prevented from performing any of their respective obligations during the term of this Lease because of acts of God, war, riots, shortages of labor or material, or any other causes that are reasonably beyond their control, then the period of any such delay shall be added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delay; provided, however, that this Section shall not apply to the payment of any sums of money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money.

20. HAZARDOUS SUBSTANCES

Tenant agrees not to introduce any hazardous material in, on, or adjacent to the Premises. If Tenant stores, uses, or disposes of any hazardous material in, on, or adjacent to the Premises and such action results in any contamination of the Premises, the soil or surface or groundwater requiring remediation under federal, state or local statutes, ordinances, regulations or policies, Tenant agrees to clean-up the contamination at Tenant's cost. Tenant further agrees to indemnify, defend, and hold Landlord harmless from and against any claims, suits, causes of action, costs, fees, including attorneys' fees and costs, arising out of or in connection with any such clean-up work, or government enforcement proceeding in connection therewith,

and any hazardous materials currently or hereafter used, stored, or disposed of by Tenant or its agents, employees, contractors, or invitees on or about the Premises.

21. GENERAL PROVISIONS

(a) **Radon Gas**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **Time is of the Essence**. Time is of the essence in this Lease.

(c) **Binding Effect**. Landlord and Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate Section hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their heirs and their successors and assigns.

(d) **Waiver**. No waiver of any covenant or condition nor the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition, nor justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof.

(e) **Severability**. Any provision of this Lease that is contrary to a law that the parties cannot legally waive or contract against is and shall be void and not binding on either party hereto; provided, however, that the invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

(f) **Captions**. The headings of the several Sections contained herein are for convenience and do not define, limit or construe the contents of such Sections.

(g) **Plurality and Gender**. Reference to a party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made. All words in the singular will include the plural and vice-versa.

(h) **Counterparts**. This Lease may be executed in counterparts, each of which shall be deemed an original, and all counterparts shall constitute one and the same instrument.

(i) **Entire Agreement**. This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest.

(j) **Governing Law**. All questions concerning the validity or intention of this Lease shall be resolved under the laws of the state of Florida and venue shall lie in Orange County, Florida.

(k) **Successors in Interest**. Except as otherwise provided in this Lease, all provisions of this Lease shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each party to this Lease.

(l) **Sovereign Immunity**. Nothing contained this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by the Landlord of its sovereign

immunity under the constitution and laws of the State of Florida.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

WITNESSES:

Amber Landry
Print Name: Amber Landry
Michele Schramm
Print Name: Michele Schramm

LANDLORD:

CITY OF OCOEE, FLORIDA, a Florida
municipal corporation

By: Rusty Johnson
Rusty Johnson
Mayor

Attest: Melanie Sibbitt
Melanie Sibbitt, City Clerk

[AFFIX SEAL]

For use and reliance only by the City of
Ocoee, Florida. Approved as to form and
legality this 14 day of March 2019.

**SHUFFIELD, LOWMAN & WILSON,
P.A.**

By: Da
City Attorney

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON March 5, 2019, UNDER AGENDA
ITEM NO. 19.**

WITNESSES:

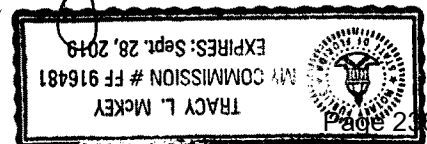
Blake West
Print Name: Blake West
Alundra Alvarez
Print Name: Alundra Alvarez

TENANT:

GETTINGS PRODUCTION, INC., a
Florida corporation

By: Charles Gettings
Print Name: Charles Gettings
Title: Owner

Tracy L. McKey 5/10/2019





Serving Central Florida Since 1978

Proposal

CCC1333223

335 N. Duncan Dr. | Tavares, FL 32778 | 407-656-8920
926 Magnolia Ave. | Auburndale, FL 33823 | 863-965-8920
108 NW 10th Ave., Ste. A | Williston, FL 32696 | 352-770-8920 50P

DATE 3/18/24

JOB NAME City of Ocoee Recording Studio

STREET 275 N. Lakeshore Dr.

CITY, STATE Ocoee FL. 34761

PHONE 407-509-2594 Richie Valetin

We hereby submit specifications and estimates, subject to all terms and conditions as set forth hereof, as follows:

ITEMS CHECKED

- ☒ Remove old roofing Down to Lightweight concrete
 - ☒ Install new felt - 15 lb. 30 lb. Iso Board 2"
 - ☒ Install new eve-drip - galv alum color copper coping cap is new
 - ☐ Install new valley - metal galv alum copper
 - ☒ Install new lead boots Inserts for scupper drains
 - ☐ Install new range vent cap
 - ☐ Install 4 ft. off ridge vent number of vents cost per vent \$
 - ☒ Install new flashing - wall chimney Where needed
 - ☒ Install 3 ply system - coating color 2 layers of BASE
 - ☐ Install new metal roof - color gauge 1 layer cap SHEET
 - ☐ Install new shingle - fiberglass other
 - ☒ Haul away old roofing and materials
 - ☒ Clean up grounds
 - ☐ Install new skylight - number type size
 - ☒ MFG warranty - number of years Limited Lifetime of Roof
 - ☒ Workmanship warranty - number of years 7
 - ☒ Extra cost wood repairs Any BAD wood
- \$ 75.00 per sheet of plywood Initial
- \$ 7.00 a foot for 1x or 2x Initial

HOA CLAUSE - It is the Homeowner's responsibility to obtain HOA approval for shingles and colors for their property.

SATELLITE DISH CLAUSE - West Orange Roofing will detach the satellite dish. It is the responsibility of the homeowner to call the service provider and schedule the re-installations and the calibration of the satellite dish after the roof is complete.

PLUMBING CLAUSE - If your home has been recently re-piped (new pipes are commonly run through attic spaces) it is the homeowner's responsibility to make sure their plumbing pipes are fastened at least 3" away from roof decking as to avoid nail punctures during the roof installation. West Orange Roofing is neither responsible nor liable for any plumbing damaged during or after work.

Any unforeseen decking repairs and/or wood rot repair will be done at a cost of \$75.00 per sheet of plywood and/or \$7.00 per lineal foot of fascia.

Initial:

- Build pitch pans for Braces.
- WRAP WALLS W/SA BASE AND CAP SHEET.
- ATTACH Iso Board/Ollie Board SUB HOT SPOT

CONDITIONS - All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: One Hundred thousand - dollars (\$100,000.00) Note: This proposal may be withdrawn by us if not accepted within days.

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made when repairs are completed. West Orange Roofing is not responsible for damaged or cracked driveways.

Authorized Signature Derrick Anderson

Date: 3/18/24

Signature:

Signature:

A 1.5% per month finance charge will be added to all unpaid balances past 10 days. Customer is responsible for all added costs, reasonable legal and attorney fees for collection of this debt. There will be an additional \$50.00 fee on all returned and NSF checks. Initials

PAYMENT TO BE MADE AS FOLLOWS:



Mayor
Rusty Johnson

City Manager
Robert Frank

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

June 19, 2024

Glendall W. and Callipe A. Gettings
Gettings Production, Inc.
275 Lakeshore Drive
Ocoee, FL 34761

RE: Expiration of Lease Agreement for 275 Lakeshore Drive, Ocoee, FL 34761

Dear Glendall and Callipe Gettings:

I want to first thank you for the great relationship we have had over the years. As you know, the current lease negotiated in concert with the sale of the property has expired, and any additional occupancy must be in accordance with the lease agreement dated May 10, 2019.

Based on the terms, the lease period was five (5) years following the delivery date which was June 5, 2019. The parties may extend the term of the lease for an agreed-upon period and with such extension, the monthly rent from Tenant (Gettings) to Landlord (Ocoee) shall be \$10,000.00 a month (Section 2(b)). If no extension is made, and if the Tenant holds possession of the Premises after the expiration of the Lease, the Landlord may permit Tenant to occupy the Premises as a Tenant from month-to-month with any termination on a 30-Calendar day notice and Tenant is liable for a payment of rent of \$15,000.00 for each month (Section 13).

As you are aware, in the lease, the Landlord is responsible to maintain a water tight exterior of the building. Due to deteriorating conditions of the roof, the City's Public Works Department has made roof repairs that will provide temporary relief from leakage in wet weather. With the rainy season upon us, these temporary repairs will not last long and a complete reroof is not attainable as the City received bids for a reroof with the lowest bid at \$100,000.00. Therefore, the City has no interest in replacing the roof, and in fact plans to schedule demolition of the building within the next 12-15 months.

Please advise if you desire to maintain a month to month lease based on the monthly rent provided for in the lease agreement (\$15,000.00/month and 30-day cancellation notice from City) while the budget process and demolition work is approved and initiated, and if you are willing to use the building under the roof conditions listed above.

Please feel free to reach out to me if you have any questions regarding the termination of the lease agreement or if you find additional information is needed.

Cordially

A handwritten signature in blue ink, appearing to read 'R. Frank', with a long horizontal line extending to the right.

Robert Frank
City Manager

Attachment(s): Lease Agreement

Robert Frank
City Manager Of Ocoee
1 N. Bluford Ave
Ocoee, FL 34761

June 28, 2024

Subject: Request to Amend Lease Agreement and Accept Roof Condition

Dear Mr. Frank,

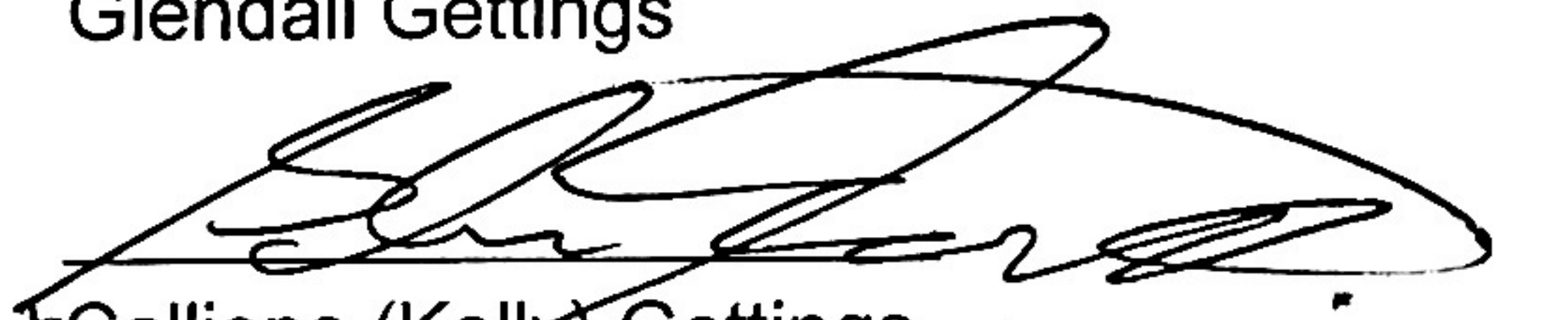
First off, we want to thank you so much for taking care of us during our time here in Ocoee and helping us with the flat roof portion of the studio. We appreciate everything.

We are writing to formally acknowledge the situation regarding the flat roof condition at the leased property located at 275 N. Lakeshore Dr. Ocoee FL, 34761. We have been made aware of the concerns raised by the city and understand the necessity of addressing these issues promptly. We understand the costs to replace the flat roof section does not make financial sense for the city and there are plans in motion to start the process of demolition for the building in the future. With that in mind, I am hoping for the possibility to extend the current lease one additional year with the amendment of accepting the roof "as is" until a demolition date is set. That would fall in place of your 12-15 month time frame and give us time to plan for the complexities of moving our recording studio.

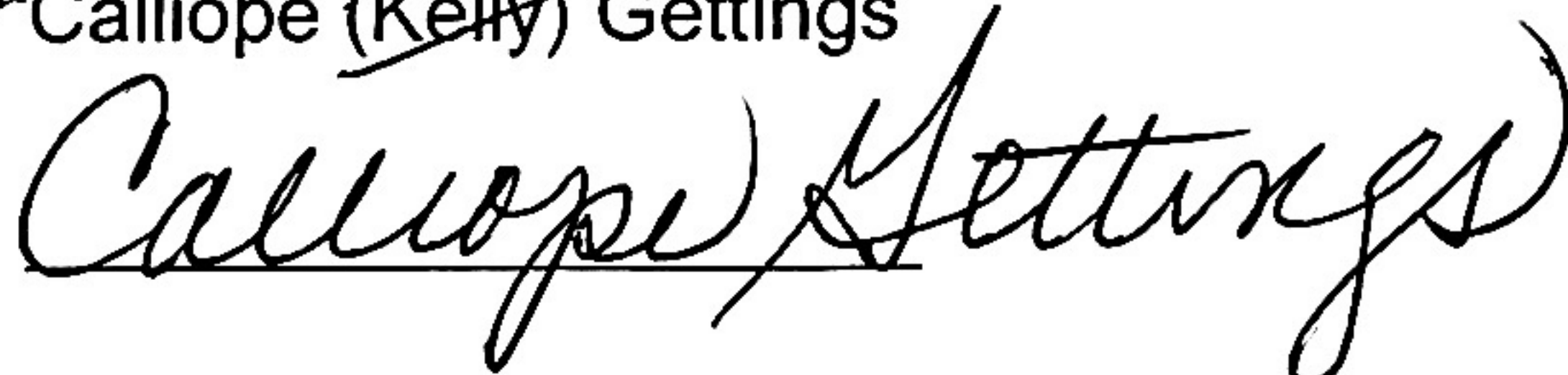
Please let us know if this proposal would be acceptable to the city of Ocoee. We are open to discussing this matter further to reach a satisfactory resolution for all parties involved.

Sincerely,

Glendall Gettings



Calliope (Kelly) Gettings



Glen and Kelly Gettings
Owners of Starke Lake Studios
(DBA of Gettings Productions Inc.)
275 N. Lakeshore Dr.
Ocoee, FL 34761