



**CITY OF BELLE ISLE, FLORIDA
CITY COUNCIL AGENDA ITEM COVER SHEET**

Meeting Date: January 5, 2021

To: Honorable Mayor and City Council Members

From: B. Francis, City Manager

Subject: RFP – Impact Fees

Background: Impact fees are a one-time fee imposed on all new residential and commercial construction by the City to defray the cost of growth's "impact" on vital services such as schools, parks, roads, ambulance and fire service and other infrastructure needs.

The rationale behind impact fees is this: new construction means new residents. New residents increase the burden on city services—roads, parks, fire and rescue, schools, police, and other infrastructure. To pay for that "impact," the City imposes impact fees. So anyone building a new home or a new business pays a park impact fee, a school impact fee, and so on. Impact fees are needed because the tax structure doesn't provide enough revenue through other sources to pay for growth.

Impact fees may well spur growth and increase home values: while it's true that impact fees will add to the cost of a house, and that cost will be passed on to home-owners, the higher value of the new house will also improve the values of existing, neighboring homes. In that sense, impact fees raise the value of homes.

When impact fees are collected, the City is not allowed to spend revenue from impact fees on anything other than what the fees are slated for. The funds collected cannot be used for operation and maintenance, repair, alteration, or replacement of capital facilities.

The Florida Impact Fees Act requires that impact fees be based on recent and local data. The fee is calculated based on a methodology that considers the cost of the new public infrastructure or facility and the size and scope of the proposed development. In order for impact fees to be charged, the City must conduct an analysis that identifies growth-related infrastructure costs and apportions those costs to projected development, often by development type, on a square foot, unit, or per trip basis.

Currently, the City only collects transportation and school impact fees for residential which is \$8,784 and \$1,430 respectively. The City does not collect impact fees for commercial development. As evidenced by other Florida Cities, Belle Isle could collect

impact fees for other services. Included in the packet are impact fee rates from other Florida Cities.

Impact fees and the study were discussed by the Budget Committee. The Budget Committee recommends that the RFP be issued.

Staff Recommendation: Discuss any remaining issues and forward to the CCA team for their review and comment.

Suggested Motion: I move that we advertise the Request for Proposals for Impact Fee Study.

Alternatives: Do not issue the RFP

Fiscal Impact: Depending on the depth of the study, \$30,000-\$35,000. Funds will come from the General Fund reserve and be reimbursed once additional impact fees are received.

Attachments: RFP #21-01 Impact Fee Study
Memorandum from City Manager (RE: Impact Fees)

REQUEST FOR PROPOSAL (RFP)



Subject: Impact Fee Study

RFP #: 2021-01

Due Date/Time: February 9, 2021 (3:00 PM)

Submit To: City Clerk

City of Belle Isle

1600 Nela Avenue

Belle Isle, FL 32812

**CITY OF BELLE ISLE REQUEST
FOR PROPOSAL FOR IMPACT
FEE STUDY**

CALENDAR OF EVENTS

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue RFP	January 7, 2021
Deadline for Questions	January 15, 2021 (10:00 AM)
Response to Questions	January 18, 2021
Deadline for Submitting Proposals	February 9, 2021 (3:00 PM)
Evaluation Committee Review	February 12, 2021
Select Short List for Presentations	February 12, 2021
Presentation and Selection	February 19, 2021
Contract Negotiation	February 24, 2021
City Commission Approval of Contract	March 2, 2021

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Section 1 – Introductory Material

1.1 STATEMENT OF PURPOSE

The City of Belle Isle (the City), is seeking proposals from qualified individuals or firms for Impact Fee Study. The purpose of the Impact Fee Study is to review and evaluate the City of Belle Isle existing development impact fees. The City would like to update the current development impact fees as well as provide a new study that will include a general government, transportation, park, police and fire impact fees for residential, commercial, and industrial development, and any other impact fee that may be recommended consistent and pursuant to the Florida Impact Fee Act.

Piggybacking Option – The City does not intend to have this contract available for “piggybacking” by other governmental entities.

1.2 CONTRACT TERMS

The initial contract term is for one (1) year. The City will have the option to extend at its sole discretion.

1.3 BACKGROUND INFORMATION

The City of Belle Isle is a Florida Home Rule City incorporated in 1924 and operates under the Council/Manager form of government. The city provides services to its citizens in the areas of general administration; public safety (police); planning and development; storm water, and sanitation (solid waste and recycling). Other services are contracted through Orange County. Additional information about the City is available at the City’s website: www.cityofbelleisle.org.

Section 2 – Scope of Services

2.0 TECHNICAL AND OPERATIONAL REQUIREMENTS

The purpose of the Impact Fee Study is to review and evaluate the City of Belle Isle existing development impact fees. The City currently collects transportation impact fees for residential development only.

The City would like to update the current development impact fees as well as provide a new study that will include a general government, transportation, park, police and fire impact fees for residential, commercial, and industrial development, and any other impact fee that may be recommended consistent and pursuant to the Florida Impact Fee Act.

2.1 REQUIRED STUDY ELEMENTS SCOPE OF SERVICE:

Develop appropriate impact fee determination methodology and fee assessment schedules necessary for the City of Belle Isle to establish and defend its proposed impact fees. The procedure will need to meet the rational nexus test, which is the underpinning of fairness in allocating impact fees. The procedure, which must be easy to understand and to implement and must provide impact fees for a wide range of development types, including, but not limited to mixed-use, commercial, industrial, multi-family, and residential.

2.2 DATA COLLECTION AND DEVELOPMENT:

The consultant shall work with the City of Belle Isle staff to collect data and develop additional data required to fully support a comprehensive Impact Fee study, which recommends an economically and legally supportable set of impact fees to offset the growth related to transportation, affordable housing, parks and recreation, public safety and storm sewer and any other areas the consultant might recommend such as general government impact fees.

2.3 IMPACT FEE CALCULATION AND ANALYSIS:

The consultant shall determine the City of Belle Isle Development Impact Fees based on the proposed facility requirements. Additionally, the consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate City-wide growth, taking possible annexations into consideration. Impact Fees shall be calculated to provide for facilities, equipment, infrastructure, and services needed to support growth based on forecasts of new development over a 20-year period. The proposed new impact fee analysis shall take into account existing fees and be compared to both surrounding and comparable cities to ensure reasonableness, consistency, and feasibility.

2.4 DEVELOPMENT IMPACT FEE STUDY

- A. Kick-off meeting between consultant and City staff to review objectives of study, agree to methodology, exchange information, timing and schedule for all tasks, and to determine information to be provided by City staff, to support a comprehensive Impact Fee study of each existing fee.
- B. The City of Belle Isle currently has no Impact Fee for General Government, Parks and Recreation, Public Services or Public Safety for Residential, and there are no impact fees charged for commercial or industrial development. The proposer shall review existing and future services; estimate the projected population and level of service required through 2040 taking future development into consideration and recommend an impact fee schedule to support the projected growth. Consultant shall prepare the necessary nexus study or studies.
- C. Identify any legal consideration for the recommended impact fee schedule including the minimum requirements for a legally defensible impact fee system pursuant to County, State and Federal regulations.

- D. Impact Fees shall be calculated to provide for facilities, equipment, infrastructure, and services needed to support growth based on forecasts of new development over a 20-year period. The Impact Fee analysis shall consider existing fees, if any, recommended fees and be compared to both (a) surrounding and (b) comparable cities to ensure reasonableness, consistency and feasibility.
- E. Impact fee recommendation should be allocated between residential and non-residential customer base, if appropriate.
- F. The consultant shall prepare a single compiled report for all Impact Fees that documents the fee study results, including a description of the overall assumptions, approach, and methodology, findings, supporting justification, recommended fee amount and the calculations that provide the legal nexus between the recommended Impact Fee and new development.
- G. Review findings with City staff and City's Budget Committee. The consultant shall prepare and submit to City staff a minimum of two (2) drafts and status reports (60% and 90% completion) of the revised impact fee system.
- H. The consultant shall attend two (2) City Budget Committee meetings and one City Council meeting to present the final study. The final report shall contain all revisions required to amend the City of Belle Isle Code of Ordinances and Land Development Regulations pertaining to Impact Fees.
- I. Prepare a final report submitted to the City containing background information, methodology, findings, supporting justification, and recommendations. More specifically, consultant shall prepare a report containing, but not limited to, the following:
 - 1. Background Information.
 - 2. Description of the overall methodology.
 - 3. Calculations that demonstrate the legal nexus between recommended fees and the impacted created by new development.
 - 4. Relationship between the fee's use and the type of project on which it would be imposed.
 - 5. Any additional matters that City staff should be made aware of, findings, and recommendations.

- J. If the consultant feels that additional task(s) are warranted, they must be clearly identified in the consultant's proposal.
- K. The City reserves the right to modify the scope of services before the contract is awarded.
- L. The consultant shall assist the City in defending the Impact Fee methodology, if legally challenged.

Section 3 – Procurement Instructions

3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Bob Francis at bfrancis@belleislefl.gov by **January 18, 2021 (10:00 AM)**. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City's website on **January 21, 2021**. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City's website.

Written questions received after by **January 18, 2021 (10:00 AM)** may not be answered. Only written questions answered by a formal written Addendum will be binding.

3.2 SUBMISSION OF PROPOSAL

- 3.2.1** Proposer shall submit seven (7) paper copies of the proposal in the prescribed form under Section 3.3 along with a single flash/jump drive containing the RFP response in Adobe PDF format. All copies and the flash/jump drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.
- 3.2.2** Sealed proposals must be received on or before **February 9, 2021 at 3:00 PM (Eastern Time)**, at the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, Florida 32809. The City Clerk's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

- 3.2.3** On the envelope containing the proposal the following shall be written in large letters:

Proposal For:	Impact Fee Study
RFP Number:	RFP # 2021-01
To Be Opened:	February 9, 2021 (3:00 PM)

- 3.2.4** Proposals will be publicly opened and read aloud in Council Chambers, 1600 Nela Avenue, Belle Isle, Florida 32809 on the date and time specified above.
- 3.2.5** All proposals that are not submitted in the required format or missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City's website (www.cityofbelleisle.org) or by sending an email to the City Clerk, Yolanda Quiceno at yquiceno@belleislefl.gov. All proposals must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications.
- 3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that their proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.
- 3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.
- 3.2.8 Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.
- 3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.
- 3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Belle Isle may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer.

- 3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Belle Isle reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer is described in Section 4 of this document.
- 3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.
- 3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.
- 3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Belle Isle and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that they have fully read and understands the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from the City Clerk, Yolanda Quiceno at yquiceno@belleislefl.gov or on www.cityofbelleisle.org.

3.2.19 Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.

3.2.20 Proposer's Responsibility to Be Informed - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.

3.2.21 Cone of Silence - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City Manager at bfrancis@belleislefl.gov. Communications initiated by a Proposer to anyone other than the City Manager may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

3.3 FORMAT AND CONTENTS

3.3.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the proposal number and description.

3.3.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.3.3 Tab 2 - Letter of Transmittal

3.3.3.1 Limit to one or two pages.

3.3.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.3.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, email and telephone numbers.

3.3.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.3.4 Tab 3 - General Information

3.3.4.1 Name of Business.

3.3.4.2 Mailing Address and Phone Number.

3.3.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.3.4.4 Normal business hours.

3.3.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.3.4.6 Give the date business was organized and/or incorporated, and where.

3.3.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.3.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.3.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.3.4.10 Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.

3.3.4.11 How did you hear about the RFP? Indicate if it was via the City's website, internet search, newspapers, email, etc. The City of Belle Isle is always looking for ways to improve its services.

3.3.5 Tab 4 – Project Approach

- 3.3.5.1** Describe in detail your proposal to fulfill the requirements of the scope of services.
- 3.3.5.2** Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

3.3.6 Tab 5 – Experience and Qualifications

- 3.3.6.1** Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.
- 3.3.6.2** Identify the Proposer's qualifications to perform the services identified in this RFP.
- 3.3.6.3** **Provide a minimum of three (3) references with all contact information including telephone number and email address.** If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Orange County or other Florida counties.

3.3.7 Tab 6 – Pricing and Payment Terms

- 3.3.7.1** Provide a detailed itemization of cost of services.

Section 4 – Review and Evaluation Process

4.1 REVIEW AND EVALUATION

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

- 4.1.1** The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.
- 4.1.2** The Evaluation Committee will rank all proposals according to the criteria listed herein.
- 4.1.3** Contract negotiations will then be conducted with the highest ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.
- 4.1.4** The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.
- 4.1.5** If negotiations with the highest ranked Proposer fail, the City will then begin negotiations with the second-ranked firm, and so on.
- 4.1.6** For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	EVALUATION CRITERIA	POINTS
1	Submission of all required Forms and Documents as indicated in Section 3.3.	Pass/Fail
2	Attachment A – Non-Discrimination Affidavit	Pass/Fail
3	Attachment B – Domestic Partnership Certification	Pass/Fail
4	Attachment C – Non-Debarment Affidavit	Pass/Fail
5	Attachment D – Drug-Free Workplace Certification	Pass/Fail
6	Attachment E—Non-Collusive Affidavit	Pass/Fail
7	Attachment F – Certification Pursuant to Florida	Pass/Fail
8	Experience and Qualifications	40
9	Project Approach	30
10	Pricing	30

Section 5 – General Terms and Conditions

5.1 GENERAL AND LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.1.1 **Non-Discrimination** - Section 1.8 of the City's Purchasing Policy states in part:

The Contractor will certify to the City that that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Proposer agrees to abide by this policy statement.

5.1.2 **Non-Discrimination Affidavit** - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.

5.1.3 **Non-Debarment Affidavit** - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment B.

5.1.4 **Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment C.

5.1.5 **Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment D.

5.1.6 **Certification Pursuant to Florida Statute § 287.135** – The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statute § 287.135 – Attachment E.

5.1.7 This Request for Proposal and the Proposer's proposal shall be included and incorporated into the final award.

5.1.8 **Small and Minority Businesses, Women's, and Labor Surplus Firms Participation** – the City encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms.

5.2 APPLICABLE LAW AND VENUE

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Belle Isle and any RFP Proposer shall be brought in Orange County, Florida.

5.3 CONDITIONS OF PROPOSALS

5.3.1 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.

5.3.2 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.

5.3.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection.

5.3.4 Award Presentation – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and twenty (120) calendar days from the date of opening of proposals.

5.4 TERMS AND CONDITIONS OF AGREEMENT

All sections of the City's specifications and all supplementary documents are essential parts of the City's contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

5.6 EXECUTION OF AGREEMENT

The successful highest ranked Proposer shall, within thirty (30) calendar days after the City of Belle Isle issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

5.7 CONFLICT OF INTEREST

The award hereunder is subject to the provision of State of Florida Statutes and City of Belle Isle Ordinances.

The Proposer, by affixing his signature to the proposal's "Letter of Transmittal", declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Council Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council for funds.

5.9 PUBLIC ENTITY CRIMES

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

5.10 FLORIDA PROMPT PAYMENT ACT

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Contractor or other invoicing party shall consist of at least all of the following:

- A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- The amount due, applicable discount(s), and the terms thereof;
- The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

5.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

5.11.1 The highest ranked Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the highest ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The highest ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$ 1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(d) Professional/Errors & Omissions - \$250,000.00

5.11.2 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF BELLE ISLE SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Contractor receives notice of cancellation from its insurance company, the Contractor shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

5.11.3 The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

5.11.4 The Contractor shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

5.11.5 The Contractor agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the City.

5.11.6 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

5.11.7 The highest ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Belle Isle as additional insured.

5.12 CODE OF ETHICS

If any Proposer violates the Code of Ethics of the State of Florida or the Code of Ethics of Belle Isle, Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

5.13 PATENTS, ROYALTIES AND COPYRIGHT

The Proposer, without exception, shall defend, indemnify and save harmless the City of Belle Isle, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Belle Isle, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

5.14 INDEMNIFICATION

5.14.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, the highest ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the highest ranked Proposer or his subcontractors, agents, officers, employees or independent contractor pursuant to or in the performance of the Contract.

5.14.2 The highest ranked Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

5.14.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of successful Proposer under the indemnification agreement. Nothing contained here the highest ranked in is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

5.15 WARRANTIES

5.15.1 Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

5.15.2 Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

5.15.3 Contractor warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

5.15.4 All warranties made by Contractor together with service warranties and guaranties shall run to City and the successors and assigns of City.

5.16 PUBLIC RECORDS

The City of Belle Isle is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 5.16.1** Keep and maintain public records required by the CITY to perform the service;
- 5.16.2** Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- 5.16.3** Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and
- 5.16.4** Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 5.16.5** The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
1600 NELA AVENUE
BELLE ISLE, FLORIDA 32809
(407) 851-7730
YQUICENO@BELLEISLEFL.GOV**

ATTACHMENT A

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Belle Isle. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Belle Isle that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Belle Isle will accept MWBE certifications from Orange County and any State of Florida certification.

Further, the City of Belle Isle requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2020, by
_____.

Signature of Notary Public

____ Personally known, or
____ Produced Identification

Type of ID Produced

ATTACHMENT B

Page 1 of 2

NON-DEBARMENT AFFIDAVIT

_____ Being first duly sworn, deposes and says that:

He/She is _____ of _____ the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

_____ Check here if an explanation is attached to this affidavit.

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2020, by _____, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Name of Acknowledger, typed, printed, or Stamped

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal to be considered.

ATTACHMENT D

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn deposes and says that:

(1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____

Title: _____

Company: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn, to and subscribed before me this _____ day of _____, _____,

by _____.

Signature of Notary Public



CITY OF BELLE ISLE, FL

1600 NELA AVENUE, BELLE ISLE, FL 32809 * TEL 407-851-7730

MEMORANDUM

From the Desk of Bob Francis, City Manager

To: Budget Committee
Date: September 28, 2020
Re: Impact Fees

Impact fees are a one-time fee imposed on all new residential and commercial construction by the City to defray the cost of growth's "impact" on vital services such as schools, parks, roads, ambulance and fire service and other infrastructure needs.

The rationale behind impact fees is this: new construction means new residents. New residents increase the burden on city services—roads, parks, fire and rescue, schools, police, and other infrastructure. To pay for that "impact," the City imposes impact fees. So anyone building a new home or a new business pays a park impact fee, a school impact fee, and so on. Impact fees are needed because the tax structure doesn't provide enough revenue through other sources to pay for growth.

Impact fees may well spur growth and increase home values: while it's true that impact fees will add to the cost of a house, and that cost will be passed on to home-owners, the higher value of the new house will also improve the values of existing, neighboring homes. In that sense, impact fees raise the value of homes.

When impact fees are collected, the City is not allowed to spend revenue from impact fees on anything other than what the fees are slated for. The funds collected cannot be used for operation and maintenance, repair, alteration, or replacement of capital facilities.

The Florida Impact Fees Act requires that impact fees be based on recent and local data. The fee is calculated based on a methodology that considers the cost of the new public infrastructure or facility and the size and scope of the proposed development. In order for impact fees to be charged, the City must conduct an analysis that identifies growth-related infrastructure costs and apportions those costs to projected development, often by development type, on a square foot, unit, or per trip basis.

Development impact fees.

The city imposes upon, or agrees to collect from, new development the following development impact fees:

A. Fees reasonably related to impacts on city provided facilities and public improvements from development:

1. **Public Facilities Impact Fee.** The purpose of the public facilities impact fee is to provide for police, fire and general city facilities and equipment to serve the needs of, and address the impacts from new residential, industrial, commercial office and other development.

a. The public facilities impact fee has three components. The first component is to provide police protection by providing for the costs associated with a police facilities building and equipment to serve additional demands for police services. Based upon a review of the city's land use forecasts, the police department will determine what impact residential, commercial, office and other development will have upon the department's ability to maintain existing levels of police and safety services.

b. The second component of the public facilities impact fee is included to provide fire protection and paramedic services by providing for the cost associated with fire stations, firefighting and paramedic equipment to serve the additional demands for fire services from new development. Even though the City contracts with OCFD, the City may still be able to collect impact fees for fire. Fire and paramedic demand is directly related to the impacts of new development and is necessary to maintain adequate levels of fire protection, suppression and paramedic activities and to maintain reasonable insurance rates for the affected property owners.

c. The third component of the public facilities impact fee relates to other governmental services. This portion of the fee will be used for buildings and equipment for all city departments, other than police and fire, and those costs of new development not accounted for through other development impact fees. With an increase in residential, industrial, commercial or other development, the complexity and size of general city services will increase which will be reflected in the demand for additional operation and maintenance activities that will require new and/or expanded facilities and equipment.

2. **Transportation Impact Fee.** This fee is already being assessed to new development; however it's only residential development. Although much of Belle Isle is developed, there still may be some properties that can be developed. The purpose of this fee is to provide for costs of street widening and reconstruction, traffic signals, transit facilities, bike paths, bridge widenings, and other improvements related to new development. The demand for the identified transportation improvements has been based on the development forecast and accepted traffic analysis methodology from the City's Transportation System Plan (TSP). As the amount of new development contemplated by the general plan occurs there will be an additional burden on the city-wide surface transportation system. Without

funding identified capital improvements there will be an unacceptable level of traffic congestion, delays, accidents and generally reduced public safety throughout the city.

3. Water System Impact Fee. The purpose of the water system impact fee is to further and protect the health and safety of the citizens of the city by providing for facilities to ensure a continuing supply of potable water including new water mains. As the City does not provide this service, we should not be able to charge impact fees for water services.

4. Sanitary Sewer System Impact Fee. The purpose of the sewer system impact fee is to further and protect the health and safety of the citizens of the city by providing for the construction of sewage and waste water facilities including new sewer drains, treatment plants and aeration ponds. As the City does not provide this service, we should not be able to charge impact fees for sanitary sewer services.

5. Parks and Recreation Facilities Impact Fee. The purpose of the parks and recreation facilities impact fee is to provide a variety of parks, recreation facilities and park improvement projects such as tennis courts, dog parks, spray pools, soccer, ball fields, open space uses and the like. As development and population increases, park and recreation facilities, inadequate to serve the city, could occur which have potential for adversely affecting the general well-being of city residents. In order to address this potential and to meet city recreation standards it is appropriate that new development pay for additional park facilities and recreation development attributable to development impacts.

6. Drainage and Stormwater Detention Facilities Impact Fee. The purpose of the drainage and stormwater detention facilities impact fee is to finance the cost of drainage and stormwater detention projects including mains, ditches, and detention basins. New development increases the amount of impervious surfaces due to more roof area, paved streets, driveways and parking lots. Flooding potential is thereby increased particularly during periods of high intensity and/or sustained rainfall creating an unacceptable hazard to citizen welfare and safety. Drainage and stormwater detention facilities will provide the improvements necessary to maintain adequate drainage, flood protection, and stormwater detention throughout the city by reducing the impacts of new development.

D. The development impact fees and procedure in collecting impact fees do not include fees or other charges adopted and imposed by the city to reimburse the city for the full cost of staff time and supplies. Such fees and costs are commonly referred to as, or include, plan fees, inspections, application fees, costs associated with environmental reviews, special studies related to a particular project, and the like. Those fees and charges are adopted and periodically reviewed through other actions of the city council and adopted or updated by resolution or ordinances of the city council.

Development impact funds.

A. The city finance director shall create in the city treasury individual special interest-bearing funds for each development impact fee in effect within the city. All amounts collected under this

chapter shall be deposited into each such fund, as so designated for each development impact fee.

B. The fees and interest earned thereon shall be expended solely to pay the costs of facilities and appropriate administrative costs or to reimburse developers entitled to reimbursement under the code. The funds for the categories listed above shall be kept separate. For purposes of this chapter, they are referred to in aggregate as the "development impact fee funds." Money remaining in a fund, if any, when the necessity for such fund no longer exists, shall be apportioned in accordance with the provisions of the Code, Chapter 46, Article VII, Road Impact Fees

Adoption, by resolution, of fee studies, capital improvement programs and the establishment or adjustment of impact fees.

A. From adoption of the ordinance codified in this chapter, the city council shall initially establish any development impact fee by ordinance. The actual fee itself shall be adopted by resolution, which resolution shall provide for the analysis required by the provision of Florida Statutes 163.31801, a study for each fee calculation and a future capital improvement program consisting of projects shown in said study for the public facilities necessitated by new development. The city council may amend any study by resolution, as necessary, at its discretion. Further, the capital improvement program of any fee study will be annually implemented in accordance with the budget approval process of the city and the annual approval of specific capital improvement projects.

B. The city council shall include in the city's annual capital improvement program appropriations from the development act fee funds for appropriate projects, which are approved as part of the annual budget, fee review and capital improvement program.

C. The fee per equivalent dwelling unit (EDU) or persons served shall be adopted by resolution and shall be comprehensively updated (1) in conjunction with or following a comprehensive general plan update; or (2) when the city council determines that growth has occurred at rates significantly above the estimates set forth in the general plan such that additional or different fees and facilities are needed; or (3) more frequently if directed by the city council, by resolution after a noticed public hearing.

Calculation of fees.

The development impact initiation fees required are initially set and calculated in accordance with the provisions of a study and adopted by resolution of the city council.

ORLANDO

Smart Growth District:		Area 1A	Area 1B	Area 2	Area 3 *
MMTIF District:		Downtown		City Other	
Residential	Fee Basis				
Single Family	/ Unit	\$3,574	\$4,123	\$4,123	\$4,123
Town Home- 3+ Fee Simple Units	/ Unit	\$2,823	\$3,257	\$3,257	\$3,257
Multi-Family	/ Unit	\$2,365	\$2,729	\$2,729	\$2,729
Mobile Home	/ Unit	\$1,318	\$1,522	\$1,522	\$1,522
Senior - Independent Living - 55+	/ Unit	\$2,365	\$2,729	\$2,729	\$2,729
Senior - Assisted Living Facility	/Unit or Person	\$1,171	\$1,346	\$1,346	\$1,346
Senior - Nursing Home	/room or bed	\$1,176	\$1,238	\$1,238	\$1,238
Senior - Continuing Care Retirement Center	Sum of the Uses				
Lodging					
Hotel	/ Room	\$2,372	\$2,736	\$2,736	\$2,736
Motel	/ Room	\$1,293	\$1,485	\$1,485	\$1,485
Resort Hotel	/ Room	\$1,459	\$1,680	\$1,680	\$1,680
Recreation					
Movie Theatre / Live Theatre	/ 1000 sq. ft.	\$10,174	\$11,770	\$11,770	\$11,770
Amusement (Theme) Park	/ Acre	\$30,324	\$34,965	\$34,965	\$34,965
Health/Fitness/Indoor Recreation	/ 1000 sq. ft.	\$6,440	\$6,766	\$6,766	\$6,766
Institutional					
Elementary School (Grades K-8)	/ 1000 sq. ft.	\$3,640	\$3,830	\$3,830	\$3,830
High School	/ 1000 sq. ft.	\$3,416	\$3,599	\$3,599	\$3,599
Junior Community College /Tech. School	/ 1000 sq. ft.	\$11,329	\$11,910	\$11,910	\$11,910
University	/ 1000 sq. ft.	\$16,547	\$17,392	\$17,392	\$17,392
Day Care	/ 1000 sq. ft.	\$7,387	\$7,772	\$7,772	\$7,772
Hospital	/ 1000 sq. ft.	\$5,819	\$6,115	\$6,115	\$6,115
Funeral Home / Church	/ 1000 sq. ft.	\$3,732	\$3,921	\$3,921	\$3,921
Bus/Train Terminal	/ 1000 sq. ft.	\$10,008	\$10,517	\$10,517	\$10,517
Office					
General Office 100,000 GSF or less	/ 1000 sq. ft.	\$4,352	\$4,576	\$4,576	\$4,576
General Office 100,000 - 200,000 GSF	/ 1000 sq. ft.	\$3,709	\$3,899	\$3,899	\$3,899
General Office 200,000 GSF or more	/ 1000 sq. ft.	\$3,165	\$3,329	\$3,329	\$3,329
Medical/Dental Office	/ 1000 sq. ft.	\$12,246	\$12,873	\$12,873	\$12,873
Retail					
Retail < 99,999 GSF	/ 1000 sq. ft.	\$6,440	\$6,766	\$6,766	\$6,766
Retail 100,000-199,999 GSF	/ 1000 sq. ft.	\$5,742	\$6,038	\$6,038	\$6,038
Retail 200,000-299,999 GSF	/ 1000 sq. ft.	\$5,553	\$5,856	\$5,856	\$5,856
Retail 300,000-399,999 GSF	/ 1000 sq. ft.	\$5,419	\$5,703	\$5,703	\$5,703
Retail 400,000-499,999 GSF	/ 1000 sq. ft.	\$5,378	\$5,662	\$5,662	\$5,662
Retail 500,000-999,999 GSF	/ 1000 sq. ft.	\$5,580	\$5,874	\$5,874	\$5,874
Retail 1,000,000-1,249,999 GSF	/ 1000 sq. ft.	\$5,693	\$5,984	\$5,984	\$5,984
Retail >1,250,000 GSF	/ 1000 sq. ft.	\$5,919	\$6,236	\$6,236	\$6,236
New Car / Vehicular Sales	/ 1000 sq. ft.	\$7,442	\$7,830	\$7,830	\$7,830
Auto Parts / Service - Retail	/ 1000 sq. ft.	\$6,440	\$6,766	\$6,766	\$6,766

2018 - Exhibit A - Rate Schedule - With 50% Policy Discount

Supermarket	/ 1000 sq. ft.	\$8,002	\$8,413	\$8,413	\$8,413
Convenience Market	/ 1000 sq. ft.	\$29,312	\$30,794	\$30,794	\$30,794
Home Improvement Superstore	/ 1000 sq. ft.	\$3,214	\$3,377	\$3,377	\$3,377
Discount Home Furnishing Superstore	/ 1000 sq. ft.	\$2,597	\$2,731	\$2,731	\$2,731
Pharmacy/Drugstore	/ 1000 sq. ft.	\$4,110	\$4,316	\$4,316	\$4,316
Furniture Store	/ 1000 sq. ft.	\$1,149	\$1,205	\$1,205	\$1,205
Bank w/ drive-thru	/ 1000 sq. ft.	\$12,069	\$12,716	\$12,716	\$12,716
Quality Restaurant (Service 5 pm - 10 pm)	/ 1000 sq. ft.	\$14,936	\$15,723	\$15,723	\$15,723
High-turnover Restaurant	/ 1000 sq. ft.	\$19,314	\$20,327	\$20,327	\$20,327
Fast Food Rest. w/ drive-thru	/ 1000 sq. ft.	\$41,265	\$43,397	\$43,397	\$43,397
Gas (fueling) Station	/ fuel position	\$4,865	\$5,142	\$5,142	\$5,142
Industrial					
Industrial - Light	/ 1000 sq. ft.	\$2,270	\$2,391	\$2,391	\$2,391
Industrial - Heavy	/ 1000 sq. ft.	\$488	\$512	\$512	\$512
Manufacturing	/ 1000 sq. ft.	\$1,246	\$1,310	\$1,310	\$1,310
Warehouse	/ 1000 sq. ft.	\$1,162	\$1,220	\$1,220	\$1,220
Mini Storage/Self Storage	/ 1000 sq. ft.	\$483	\$508	\$508	\$508
Transit Oriented Design (TOD)	Varies	Project Specific			
* The SE TND Discount may apply to reduce the referenced rate by 15%					
EQUATION: GSF X 90% = _____ / 1000 = _____ x RATE = _____ (FEE DUE)					

Impact Fees



CITY OF ST. CLOUD, FLORIDA

IMPACT FEE INFORMATION

EFFECTIVE: APRIL 1, 2020

(REV. 12/12/19)

The tables below provide a summary of impact fee rates within the City of St. Cloud. Impact fees are subject to change and are to be paid according to their authorizing or amending ordinance or resolution. For additional information on Public Safety, Recreation, Education, and Mobility (Transportation) impact fees, please contact the Community Development Department at 407-957-8427 or via e-mail at planning@stcloud.org. Impact fees for Potable Water and Sanitary Sewer are coordinated through the Environmental Utilities Department. Please contact the Public Services Coordinator in the Environmental Utilities Department at 407-957-7285 for additional information.

PUBLIC SAFETY IMPACT FEE

Ordinance No. 2017-43 - Effective 1/1/2018

PUBLIC SAFETY IMPACT FEE

POLICE SERVICES - Resolution No. 2019-225R	2018 - 2020	APRIL 2020
	80%	100%
Single-Family Residential	\$769.12	\$961.40
Multi-Family Residential	\$426.16	\$532.70
Non-Residential (per 1,000 sq. ft.)	\$440.00	\$550.00
FIRE/RESCUE SERVICES - Resolution No. 2019-226R	2018 - 2020	APRIL 2020
	80%	100%
Single-Family Residential	\$601.00	\$752.00
Multi-Family Residential	\$333.00	\$416.00
Non-Residential (per 1,000 sq. ft.)	\$344.00	\$430.00

PARKS AND RECREATION IMPACT FEE



Ordinance No. 2017-44 - Effective 8/1/2018		
PARKS AND RECREATION SERVICES - Resolution No. 2017-185R	2012 - 2016	2018 - 2020
	80%	80%
Single-Family Residential	\$1,362.00	\$1,838.47
Multi-Family Residential	\$1,093.00	\$1,482.02

SOLID WASTE IMPACT FEE

Ordinance No. 2020-10 - Effective 7/1/2020	
SOLID WASTE SERVICES - Resolution No. 2020-044R	JULY 2020
	100%
Residential Bin Customer	\$422.55
Commercial Bin Customer	\$367.54
Commercial Dumpster Customer	\$3,814.13

EDUCATION IMPACT FEE

Ordinance No. 2018-21 - Effective 8/1/2018 (Osceola County)

RESIDENTIAL CATEGORY	COUNTYWIDE	VACATION VILLAS	SHORT-TERM RENTALS
Single-Family Detached	\$11,823.00	N/A	\$6,264.00
Townhouse	\$7,591.00	N/A	\$3,951.00
Multi-Family	\$11,362.00	N/A	\$7,033.00
Condominium	\$4,243.00	N/A	\$2,325.00
Mobile Home	\$7,672.00	N/A	\$7,672.00

MOBILITY FEE SCHEDULE WITH PHASING AND ECONOMIC GROWTH DISCOUNTS

Effective April 1, 2020 (rev. 12/12/2019)

Effective April 1, 2020 (rev. 12/12/2019)						
ITE	LAND USE	UNIT	FULL CALCULATED RATE ¹	ADOPTION PERCENTAGE ²		
				Phase I	Phase II	Phase III
				68.41% Implemented 05/29/2017	80% Implemented 01/01/2018	100% Implemented 04/01/2020
RESIDENTIAL						
210	Single-Family/Mobile Home on Lot	du	\$6,442	\$4,407	\$5,154	\$6,442
220	Multi-Family	du	\$4,166	\$2,850	\$3,333	\$4,166
240	Mobile Home in Rental Park	du	\$2,374	\$1,624	\$1,899	\$2,374
251	Retirement home	du	\$2,101	\$1,438	\$1,682	\$2,102
253	Congregate Care Facility	du	\$602	\$412	\$482	\$602
NON-RESIDENTIAL			Additional Discount ³	50%	70%	70%
310	Lodging	room	\$2,822	\$966	\$677	\$677



MOBILITY FEE SCHEDULE

WITH PHASING AND ECONOMIC GROWTH DISCOUNTS

411	City Park/General Recreation	acre	\$661	\$226	\$159	\$159
416	RV Park	space	\$803	\$275	\$193	\$193
420	Marina	berth	\$1,910	\$654	\$458	\$458
430	Golf Course	hole	\$23,131	\$7,912	\$5,552	\$5,552
435	Multi-Purpose Recreational Facility	acre	\$58,499	\$20,010	\$14,040	\$14,040
444	Movie Theatre	screen	\$21,552	\$7,372	\$5,173	\$5,173
480	Amusement Park	acre	\$26,494	\$9,063	\$6,359	\$6,359
491	Racquet/Tennis Club	court	\$21,075	\$7,209	\$5,058	\$5,058
492	Health/Fitness Club	1,000 sf	\$17,927	\$6,132	\$4,303	\$4,303
495	Recreational Community Center	1,000 sf	\$17,632	\$6,031	\$4,232	\$4,232
520	Elementary School	student	\$472	\$162	\$113	\$113
522	Middle School	student	\$672	\$230	\$161	\$161
530	High School	student	\$709	\$243	\$170	\$170
540	Junior/Community College	student	\$1,292	\$442	\$310	\$310
550	Univesity	student	\$966	\$331	\$232	\$232
560	Church	1,000 sf	\$3,425	\$1,172	\$822	\$822
565	Day Care	1,000 sf	\$10,936	\$3,741	\$2,625	\$2,625
566	Cemetery	acre	\$3,057	\$1,046	\$734	\$734
610	Hospital	1,000 sf	\$7,317	\$2,503	\$1,756	\$1,756
620	Nursing Home	bed	\$671	\$230	\$161	\$161
710	Office	1,000 sf	\$6,585	\$2,253	\$1,580	\$1,580
820	Retail	1,000 sf	\$8,889	\$3,041	\$2,133	\$2,133



MOBILITY FEE SCHEDULE

WITH PHASING AND ECONOMIC GROWTH DISCOUNTS

932	Services	1,000 sf	\$19,498	\$6,670	\$4,679	\$4,679
937	Quick Lube	bay	\$11,104	\$3,798	\$2,665	\$2,665
944	Gasoline Station	fuel pos.	\$7,037	\$2,407	\$1,689	\$1,689
947	Self-Service Car Wash	bay	\$6,737	\$2,305	\$1,617	\$1,617
110	Industrial General	1,000 sf	\$4,172	\$1,427	\$1,001	\$1,001
120	Industrial Heavy	1,000 sf	\$895	\$306	\$215	\$215
151	Mini-Warehouse	1,000 sf	\$710	\$243	\$170	\$170

1. Source: Appendix D, Table D-1
2. The mobility fee was proposed to be implemented in three phases, 68.41% (5/29/2017), 80% (01/01/2018), and 95% of the full calculated mobility fee (Item 1)
3. In addition to the phasing adjustment, non-residential uses receive an additional discount which increases as the adoption percentage increases. This discount is applied after the phasing adjustment for each non-residential land use



Example calculations for non-residential land use (Retail per 1,000 sf):

- Phase I fee rate = $\$8,889 * 0.6841 * (1 - 0.50) = \mathbf{\$3,041}$
- Phase II fee rate = $\$8,889 * 0.80 * (1 - 0.70) = \mathbf{\$2,133}$
- Phase III fee rate = $\$8,889 * 0.95 * (1 - 0.90) = \mathbf{\$845}$

Fees for commercial development are based on varying factors such as square footage, the number of students, beds, fuel pumps, or bays, etc. depending on the specific "use". For more detailed information regarding commercial mobility fees, contact Erin Burnette, Public Services Coordinator at 407-957-7285 or via email at eburnette@stcloud.org.

SCHEDULE OF WATER & SEWER IMPACT FEES

BASED ON METER SIZE

(Effective January 1, 2020)

INSIDE CITY LIMITS

Sec. 25-6. - Impact fee imposed.

- (a) There is hereby imposed upon all impact-generating land development activity, as herein defined, an impact fee due at the time of issuance of a building permit, and no building permit shall be issued until said impact fee shall have been paid except as otherwise herein provided. Impact fees are assessed at the impact fee rate in effect at the time the building permit is issued. The fee shall be determined in accordance with the following schedule. If the building permit is for less than the entire contemplated development, the fee shall be computed for the amount of development covered by the permit. The obligations for payment of impact fees shall run with the land. Impact fee collections and expenditures shall be accounted for and reported in separate accounting funds, which the finance department shall maintain.
- (b) Any person who shall initiate any new impact-generating land development activity shall, except as otherwise provided for herein, pay an impact fee as set forth in the following schedules:

SCHEDULE 1. PARKS AND RECREATION SERVICES*

Housing Type	Impact Fee (per dwelling unit)
Single-family	\$302.09
Multifamily	259.15

;sz=10; *A city library fee of \$90.74 is incorporated within the total fee.

SCHEDULE 2. POLICE SERVICES
IMPACT FEE SCHEDULE — SCHEDULE 2

Land Use Classification	Fee Rates ¹	Measure ²
Industrial/manufacturing/warehousing	\$0.089	Per sq. ft.
Institutional	\$0.336	Per sq. ft.
Office	\$0.275	Per sq. ft.
Retail	\$0.493	Per sq. ft.
Eating and drinking establishment	\$2.21	Per sq. ft.

Lodging and special residential needs		
Adult living facility/nursing home	\$58.24	Per bed
Hotel/motel	\$148.51	Per guest room
Residential		
Single-family residential	\$185.54	Per unit
Multiple-family residential	\$168.20	Per unit

- ¹
- ² Fee rate has been discounted by five percent from the actual fee.

Impact fee rate is multiplied by the total gross square feet, number of residential dwelling units, or number of beds, or number of guest rooms, as indicated by the development measure.

SCHEDULE 3. FIRE/RESCUE IMPACT FEE

Residential

	Nonfire Sprinkler Protected	Fire Sprinkler Protected	
Single-family	\$172.00	\$129.00	Dwelling unit
Apartment	\$172.00	\$129.00	Dwelling unit
Condominium	\$172.00	\$129.00	Dwelling unit
Mobile home	\$172.00	\$129.00	Dwelling unit
Hotel	\$313.00	\$234.75	1,000 gross square feet
Motel	\$313.00	\$234.75	1,000 gross square feet

Commercial

	Nonfire Sprinkler Protected	Fire Sprinkler Protected	
Church	\$684.00	\$513.00	1,000 net square feet
Marina	320.00	240.00	1,000 net square feet
Racquet club	320.00	240.00	1,000 net square feet
Health spas	320.00	240.00	1,000 net square feet
Golf course clubhouse	320.00	240.00	1,000 net square feet
Restaurant, sit-down	320.00	240.00	1,000 net square feet
Restaurant, drive-in	320.00	240.00	1,000 net square feet
Hospital, room area	10.00	7.50	1,000 gross square feet
Hospital, treatment area	5.00	3.75	1,000 gross square feet
Nursing home, room area	10.00	7.50	1,000 gross square feet
Nursing home, treatment area	5.00	3.75	1,000 gross square feet
Day care	51.00	38.25	1,000 net square feet
Office	72.00	54.00	1,000 gross square feet
Bank/savings, walk-in	72.00	54.00	1,000 gross square feet
Bank/savings, drive-in	72.00	54.00	1,000 gross square feet

Retail/wholesale, <300,00 sq. ft.	160.00	120.00	1,000 gross square feet
Retail/wholesale, 300,000—400,000 sq. ft.	144.00	108.00	1,000 gross square feet
Retail/wholesale, >400,000 sq. ft.	130.00	97.50	1,000 gross square feet
Basic industry	13.00	9.75	1,000 gross square feet
Utility plants/substation	13.00	9.75	1,000 gross square feet
Manufacturing	6.00	4.50	1,000 gross square feet
Warehousing/storage	6.00	4.50	1,000 gross square feet
Mini-warehouses	6.00	4.50	1,000 gross square feet
Concentrated assembly, 50+ persons	684.00	513.00	1,000 net square feet
Less concentrated assembly, 50+ persons	320.00	240.00	1,000 net square feet
Assembly, <50 persons, non-office/other	72.00	54.00	1,000 gross square feet

NOTE: Net usable square footage is based on netting out all nonpublic areas.

- (c) Any developer who, prior to the effective date of this chapter, September 3, 1986, agreed as a condition of development approval to pay impact fees, shall be responsible for the payment of the fees under the terms of such agreement. Any portion of impact fees agreed to be paid pursuant to a prior agreement that are greater than the fees established in this chapter shall be refunded.
- (d) In the event that an applicant for building permit contends that the land use for which the building permit is proposed is not within the above categories or fits within a different category from that determined by the growth management department, then director of growth

management or his designee shall make a determination as to the appropriate land use designation. Such determination may be appealed to the city commission.

- (e) Where new development involves the redevelopment of land such that existing impact generating development is removed or substantially altered the new development impact fees shall be computed on the additional or new impacts only. Impact fees shall be computed for the existing development and such sum shall then be subtracted from the impact fees calculated for the new development. It being the city's intent to collect impact fees for only that additional impact generated by redevelopment over and above the impact attributable to the existing redevelopment.
- (f) Where sprinkler systems are voluntarily installed in buildings where not otherwise required by this Code, and/or where sprinkler systems are installed in accordance with the provisions of section 6.1.1.5, Land Development Code of the City of Altamonte Springs, a discount of twenty-five (25) percent to the fire portion of the fire and rescue services impact fees is granted, and is so indicated on Schedule 3 of subsection 25-6(b).

(Ord. No. 1691-16, § 1, 4-19-16)

CITY OF WINTER GARDEN
P: 407.656.4111
300 WEST PLANT STREET
WINTER GARDEN, FL 34787
WWW.WINTERGARDEN-FL.GOV

IMPACT FEES



PUBLICATION DATE: OCTOBER 1, 2016

- IMPACT FEES ARE CHARGES ASSESSED ON NEW DEVELOPMENT TO HELP PAY FOR PUBLIC INFRASTRUCTURE REQUIRED TO ACCOMMODATE THE DEVELOPMENT.
- THE ROAD IMPACT FEE ORDINANCE WAS UPDATED BY THE CITY COMMISSION ON JANUARY 14, 2010 BY ORDINANCE No. 10-01. THE PARKS AND RECREATION, POLICE, AND FIRE IMPACT FEE ORDINANCE WAS UPDATED BY THE CITY COMMISSION ON JANUARY 22, 2015 BY ORDINANCE No. 15-11. THE POTABLE WATER / WASTEWATER / IRRIGATION IMPACT FEE WAS UPDATED BY THE CITY COMMISSION ON JANUARY 13, 2011 BY ORDINANCE No. 11-02.
- THE SCHOOL IMPACT FEE WAS UPDATED BY THE ORANGE COUNTY SCHOOL BOARD ON OCTOBER 1, 2016 BY ORDINANCE No. 2016-08 TO PROVIDE FOR AN INCREASE IN THE SCHOOL IMPACT FEE RATE.
- THE ADOPTED RATE SCHEDULE FOR THE SCHOOL, POLICE, FIRE, PARKS AND RECREATION, CITY WIDE ROAD, POTABLE WATER, WASTEWATER AND IRRIGATION IMPACT FEES ARE SHOWN ON THE FOLLOWING PAGES.
- FOR FURTHER INFORMATION OR TO DOWNLOAD THE DEVELOPMENT FEES GUIDE, PLEASE GO TO OUR WEBSITE AT WWW.WINTERGARDEN-FL.GOV UNDER THE "ONLINE FORMS" TAB.

THIS PUBLICATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IN THE EVENT OF ANY DIFFERENCE BETWEEN THIS BROCHURE AND THE ADOPTED IMPACT FEE ORDINANCES, THE ADOPTED ORDINANCES SHALL CONTROL. PLEASE CONTACT THE CITY OF WINTER GARDEN, COMMUNITY DEVELOPMENT DEPARTMENT - PLANNING AND ZONING DIVISION AT 407-877-5156 IF YOU HAVE ANY QUESTIONS REGARDING THIS PUBLICATION.

ROAD IMPACT FEE

(ADOPTED BY THE CITY COMMISSION ON 12/10/1998 BY ORDINANCE NO. 98-89, UPDATED ON 10/26/2006/12/2004 BY ORDINANCE NO. 06-39; UPDATED ON 01/14/2010 BY ORDINANCE NO. 10-01)

RESIDENTIAL AND COMMERCIAL LAND USE	FEE BASED ON	FEE EFFECTIVE AS OF 01/14/2010
SINGLE FAMILY RESIDENTIAL	PER DWELLING	\$3,517.00
MULTI-FAMILY	PER DWELLING	\$2,470.00
TOWNHOME	PER DWELLING	\$3,517.00
MOBILE HOME	PER DWELLING	\$1,834.00
OFFICE 0 -- 100,000 SF	PER 1,000 SQ.FT.	\$5,748.00
OFFICE 100,001 -- 200,000 SF	PER 1,000 SQ.FT.	\$4,466.00
OFFICE 200,000> SF	PER 1,000 SQ.FT.	\$3,808.00
RETAIL 0 -- 50,000 SF	PER 1,000 SQ.FT.	\$12,716.00
RETAIL 50,001 -- 100,000 SF	PER 1,000 SQ.FT.	\$8,479.00
RETAIL 100,001 -- 300,000 SF	PER 1,000 SQ.FT.	\$7,645.00
RETAIL 300,001 -- 500,000 SF	PER 1,000 SQ.FT.	\$7,276.00
RETAIL 500,001 -- 1,000,000 SF	PER 1,000 SQ.FT.	\$6,392.00
GREATER THAN 1,000,000 SF	PER 1,000 SQ.FT.	\$5,344.00
HOSPITAL	PER 1,000 SQ.FT.	\$4,391.00
MANUFACTURING	PER 1,000 SQ.FT.	\$1,404.00
WAREHOUSING	PER 1,000 SQ.FT.	\$1,823.00
HOTEL/MOTEL	PER ROOM	\$3,348.00
RESTAURANT SIT-DOWN	PER 1,000 SQ.FT.	\$17,048.00
BANK	PER 1,000 SQ.FT.	\$30,730.00
MINI-WAREHOUSE	PER 1,000 SQ.FT.	\$919.00
DAY CARE	PER 1,000 SQ.FT.	\$5,547.00
RACQUET CLUB	PER 1,000 SQ.FT.	\$1,718.00
SCHOOL	PER 1,000 SQ.FT.	\$3,222.00
DRUG STORE	PER 1,000 SQ.FT.	\$10,592.00
FAST FOOD REST. W/DRIVE - THRU	PER 1,000 SQ.FT.	\$58,351.00
MEDICAL-DENTAL OFFICE	PER 1,000 SQ.FT.	\$13,279.00
AUTO CARE CENTER	PER 1,000 SQ.FT.	\$1,903.00
QUICK LUBE CENTER	PER BAY(S)	\$4,799.00
GAS PUMPS	PER FUELING POSITION	\$11,102.00
CONVENIENCE STORE	PER 1,000 SQ.FT.	\$48,607.00
BOWLING ALLEY	PER 1,000 SQ.FT.	\$4,082.00
MOVIE THEATER	PER 1,000 SQ.FT.	\$19,509.00
SUPERMARKET	PER 1,000 SQ.FT.	\$15,392.00
BUSINESS PARK*	PER 1,000 SQ.FT.	\$4,690.00

* THE BUSINESS PARK CATEGORY WILL BE USED FOR ALL SPECULATIVE HEAVY COMMERCIAL OR INDUSTRIAL INCUBATORS.

NOTE:

1. A THREE PERCENT (3%) DISCOUNT IS OFFERED ON ROAD IMPACT FEES PAID IN FULL AT THE ISSUANCE OF A PROJECT'S BUILDING PERMIT.
2. USES NOT LISTED WILL BE DETERMINED WITH A SPECIAL CALCULATION.

PARKS AND RECREATION IMPACT FEE (FOR RESIDENTIAL USE ONLY)

(ADOPTED BY THE CITY COMMISSION ON 12/10/1998 BY ORDINANCE NO. 98-87, UPDATED ON 1/22/15 BY ORDINANCE NO. 15-11)

RESIDENTIAL	FEE BASED ON	FEE EFFECTIVE AS OF 11/1/2004
SINGLE FAMILY	PER UNIT	\$ 1,300.00
MULTI-FAMILY	PER UNIT	\$ 1,159.00
TOWNHOME	PER UNIT	\$ 1,300.00
MOBILE HOME	PER UNIT	\$ 874.00

POLICE IMPACT FEE

(ADOPTED BY THE CITY COMMISSION ON 12/10/1998 BY ORDINANCE NO. 98-85, UPDATED ON 1/22/15 BY ORDINANCE NO. 15-11)

RESIDENTIAL	FEE BASED ON	FEE EFFECTIVE AS OF 11/1/2004
SINGLE FAMILY	PER UNIT	\$ 339.00
MULTI-FAMILY	PER UNIT	\$ 339.00
TOWNHOME	PER UNIT	\$ 339.00
MOBILE HOME	PER UNIT	\$ 339.00
COMMERCIAL		
CALCULATION	\$.65 PER SQUARE FOOT OF TOTAL BUILDING GROSS SQUARE FOOTAGE	

FIRE IMPACT FEE

(ADOPTED BY THE CITY COMMISSION ON 12/10/1998 BY ORDINANCE NO. 98-86, UPDATED ON 1/22/15 BY ORDINANCE NO. 15-11)

RESIDENTIAL	FEE BASED ON	FEE EFFECTIVE AS OF 11/1/2004
SINGLE FAMILY	PER UNIT	\$ 491.00
MULTI-FAMILY	PER UNIT	\$ 491.00
TOWNHOUSE	PER UNIT	\$ 491.00
MOBILE HOME	PER UNIT	\$ 491.00
COMMERCIAL		
CALCULATION	\$.85 PER SQUARE FOOT OF TOTAL BUILDING GROSS SQUARE FOOTAGE	

SCHOOL IMPACT FEE (FOR RESIDENTIAL USE ONLY)

(ADMINISTERED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS AND UPDATED ON 06/10/2011 BY ORDINANCE NO.2011-05)

RESIDENTIAL	FEE BASED ON	FEE EFFECTIVE AS OF *05/13/2011
SINGLE FAMILY	PER UNIT	\$ 7,655.00
MULTI-FAMILY	PER UNIT	\$ 4,920.00
TOWNHOUSE	PER UNIT	\$ 5,426.00
MOBILE HOME	PER UNIT	\$ 5,217.00

RESIDENTIAL IMPACT FEE CALCULATION EXAMPLES

IMPACT FEE	AMOUNT	SFR	MFR	TOWNHOME	MOBILE HOME
ROAD	\$	\$3,517.00	\$2,470.00	\$3,517.00	\$1,834.00
PARKS AND RECREATION	\$	\$1,300.00	\$1,159.00	\$1,300.00	\$874.00
POLICE	\$	\$339.00	\$339.00	\$339.00	\$339.00
FIRE	\$	\$491.00	\$491.00	\$491.00	\$491.00
SCHOOL	\$	\$7,655.00	\$4,920.00	\$5,426.00	\$5,217.00
WATER					
POTABLE WATER	\$	\$1,086.00 ¹	\$1,086.00 ¹	\$1,086.00 ¹	\$1,086.00 ¹
IRRIGATION	\$	\$1,086.00 ¹	\$1,086.00 ¹	\$1,086.00 ¹	\$1,086.00 ¹
WASTEWATER	\$	\$1,767.00 ¹	\$1,767.00 ¹	\$1,767.00 ¹	\$1,767.00 ¹
OTHER COSTS	AMOUNT				
CONNECTION/INSTALLATION	\$	\$250.00	\$250.00	\$250.00	\$250.00
WATER - MISCELLANEOUS FEE	\$ 225.00	\$225.00	\$225.00	\$225.00	\$225.00
TOTAL RESIDENTIAL COSTS	\$	\$17,716.00	\$13,793.00	\$15,487.00	\$13,169.00

¹EXAMPLES ARE BASED ON UTILIZING A ¾" WATER/IRRIGATION/WASTEWATER METER.

COMMERCIAL IMPACT FEE CALCULATION EXAMPLE WORKSHEET

IMPACT FEE AND OR OTHER COSTS	AMOUNT
ROAD	\$
POLICE	\$
FIRE	\$
WATER	
WATER	\$
IRRIGATION	\$
WASTEWATER	\$
OTHER COSTS	AMOUNT
CONNECTION/ INSTALLATION	\$
WATER - MISCELLANEOUS FEE	\$ 225.00
TOTAL COMMERCIAL COSTS	\$

NOTE: IN ADDITION TO IMPACT FEES ALL DEVELOPMENT IS SUBJECT TO APPLICABLE PERMIT, REVIEW AND INSPECTION FEES.



Permitting & Impact Fees

RESIDENTIAL FEES:

New Construction

- Permit Fees = 1.5% of the value of work (value is based on the ICC Building valuation Data).
 - Police Impact Fee:
 - Single Family = \$215.37 du
 - Multi Family = \$163.87 du
 - Mobile Home = \$108.86 du
 - Fire Impact Fee:
 - Single Family = \$402.78 du
 - Multi Family = \$306.46 du
 - Mobile Home = \$203.58 du
 - Parks & Rec. Impact Fee:
 - Single Family = \$439.99 du
 - Multi Family = \$335.68 du
 - Mobile Home = \$221.89 du
 - Water Impact Fee: **** 1 ERU = \$1670 w/o reclaimed per dwelling unit (du)
**** 1 ERU = \$1270 with reclaimed
 - Single Family/Duplex = 1 ERU
 - Multi Family = 0.750 ERU
 - Mobile Home = 1 ERU
 - Wastewater Impact Fee: **** 1 ERU = \$3130 per dwelling unit (du)
 - Single Family/Duplex = 1 ERU
 - Multi Family = 0.075 ERU per du
 - Mobile Home = 1 ERU
 - Reclaimed Water Impact Fee: **** 1 EIC = \$950 per dwelling unit (du)
 - Single Family/Duplex = 1 EIC
 - Multi Family = 0.075 EIC per du
 - Mobile Home = 1 EIC
 - Water Meters:
 - ¾" Meter \$320.00 includes \$50 backflow device, customer provides test report
 - 1" Meter \$470.00 includes \$56 backflow device, customer provides test report
 - 1 ½" Meter \$623.00 customer must provide backflow device & test report
 - 2" Meter \$895.00 customer must provide backflow device & test report
- **** Fax test report to 352-742-4397
- Irrigation Meters:
 - ¾" Meter \$270
 - 1" Meter \$414
 - 1 ½" Meter \$623
 - 2" \$895



Permitting & Impact Fees

- Meter Deposits:
 $\frac{3}{4}$ " Water Meter = \$175
 **** For deposits on larger Water Meters please call office.
 **** There will be a \$100.00 deposit amount for each Irrigation Meter.
- DCA-Surcharge (State mandated fee) = 1% of the permit fee or \$2.00 whichever is greater
 DBPR-Surcharge (State mandated fee) = 1.5% of the permit fee or \$2.00 whichever is greater
- County Administrative Fee = \$100 if County Impact fees total \$3300 or more and 3% of the total County Impact fees if they are less than \$3300.
- County Impact Fees: (based on Living Space **check with County for most up to date fees**)

	<u>ROAD</u>	<u>SCHOOL</u>	<u>LIBRARY</u>
Single Family			
Up to 1500 sf	\$751	\$8927	\$191
1501 – 2500 sf	\$1000	\$8927	\$191
Over 2500 sf	\$1180	\$8927	\$191
Mobile Home (inc. Manufactured & Modular)			
Up to 1500 sf	\$751	\$4718	\$152
1501 – 2500 sf	\$1000	\$4718	\$152
Over 2500 sf	\$1180	\$4718	\$152
Mobile Home Park	\$321	\$4718	\$152
Multi Family (inc. duplex, triplex, etc.)			
Multi-family	\$494	\$7192	\$146
Active adult	\$412	\$0	\$191