



Invitation to Negotiate

Title: West Ocala AFFORDABLE HOUSING DEVELOPMENT PROJECT

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City of Ocala Procurement Department, 110 SE Watula Avenue, 3rd Floor, Ocala, FL 34471

SECTION 1. GENERAL INFORMATION

- 1.1 The City of Ocala is issuing this solicitation for the Growth Management department.
- 1.2 The City requests qualified companies submit proposals and qualifications for consideration in the selection for West Ocala Community Redevelopment Subarea Property Disposal for Construction of Affordable Housing project.
- 1.3 All terms and conditions of this request, any addenda, proposer's submissions and future negotiated terms are incorporated into the contract by reference as set forth herein.
- 1.4 All dates and information contained herein may be extended, changed, or updated within the listing at www.bidocala.com. **Proposers are responsible for verifying all listing information before submitting a response to the ITN.**
- 1.5 **ANTI-LOBBYING:** Any bidder/proposer violating anti-lobbying in Section 6 will have their proposal rejected and will not be considered further.
- 1.6 **ANTI-COLLUSION STATEMENT/PUBLIC DOMAIN:** Proposer shall not divulge, discuss, or compare this Invitation to Negotiate with any other proposer or collude with any other proposer in the preparation of this response in order to gain an unfair advantage in the award of this contract. By submitting a response, Proposer acknowledges all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

SECTION 2. TIME SCHEDULE

- 2.1 The City will receive submittals until the time and date cited in ProRFX. Only submittals received electronically on www.bidocala.com by the correct time and date will be recorded. Proposer shall upload one (1) electronic submittal package on www.bidocala.com for evaluation.

SECTION 3. INSTRUCTIONS TO RESPONDING FIRMS

- 3.1 All proposals must be electronically submitted by or before **2:00 PM**, on the listing end date/bid close date at www.bidocala.com under the appropriate listing.
- 3.2 Proposals may not be submitted by any other means other than as described in Section 3.1. The City will not accept proposals sent by U.S. Mail, private couriers, fax or email.
- 3.3 Any proposals received after the stated time and date will not be considered.
- 3.4 Selection for negotiation may be made directly from the Invitation to Negotiate. Any resulting contract will be negotiated in accordance with Florida Statutes and this ITN.

- 3.5 The proposer is required to carefully examine the Scope of Services and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 3.6 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the City.

SECTION 4. AWARD

- 4.1 The City reserves the right to accept or reject any or all proposals.
- 4.2 The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The City will enter into negotiations with all proposers scoring 80 or higher for each project area. If an agreement cannot be reached, the City reserves the right to cancel negotiations and reject any, or all proposals in its sole discretion

SECTION 5. INQUIRIES

- 5.1 All questions must be submitted to the Procurement Department electronically via www.bidocala.com. Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates.
- 5.2 If necessary, an addendum will be posted on the www.bidocala.com website.
- 5.3 It is our standard policy no addendum will be issued later than three (3) calendar days prior to the date for receipt of proposals, except an addendum withdrawing the Invitation to Negotiate or one which includes postponement of the date for receipt of proposals.
- 5.4 No verbal or written information which is obtained other than by information in this document or by addendum to this request will be binding on the City.

SECTION 6. LOBBYING AND PROPOSER CONTACT

- 6.1 PROPOSERS ARE HEREBY ADVISED THAT CONTACT IS NOT PERMITTED WITH ANY CITY PERSONNEL OR BOARD MEMBER RELATED TO OR INVOLVED WITH THIS REQUEST. PROPOSERS ARE RESTRICTED FROM DISCUSSING THEIR SUBMITTALS AND THIS SOLICITATION WITH COMPETING FIRMS. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE ASSIGNED PROCUREMENT PERSONNEL.
- 6.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A CITY COUNCIL MEMBER OR ANY CITY PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT. CONTACT WITH OTHER SUBMITTING PROPOSERS IS RESTRICTED AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT.
- 6.3 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER OR INTERACT WITH OTHER PROPOSERS AS DESCRIBED IN 6.1 AND 6.2 DURING THE TIME SPECIFIED WILL RESULT IN REJECTION/ DISQUALIFICATION OF THEIR PROPOSAL UNDER SAID SOLICITATION.

SECTION 7. CITY OF OCALA PROTEST POLICY

- 7.1 ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN THE CITY OF OCALA PROCUREMENT POLICY LOCATED AT <http://www.bidocala.com/vendor-resources/>. FAILURE TO POST BOND WITH THE CITY OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND CITY OF OCALA RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE CONTRACTING OFFICER FOR THE CITY.

SECTION 8. PREPARATION AND SUBMISSION

- 8.1 Well rated submittals will demonstrate a good grasp of the City's needs and scope intent.
- 8.2 The Proposer's response shall be **no more than twenty (20)** pages, excluding front covers, a cover letter of up to two (2) pages, schematic designs and layouts, required statements and forms, qualification letters, resumes, and certificates.
- 8.3 Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services which fail to comply with the requirements and conditions of the Proposal will not be given further consideration.
- 8.4 Respondents **must specifically identify each site they propose** to acquire and develop following the instructions below. Respondents must provide all information as outlined below for each development proposal. Additional materials in other formats, or pages beyond the stated page limit(s) may not be considered. Proposal responses shall be organized in the following manner:
- 8.5 At a minimum, the proposal shall include the following sections:

- A. **Proposer Information and Contact:** Name of the proposing firm, address, website, Project Manager, telephone, email address and taxpayer ID number. Include a brief history of the firm.
- B. **Cover Letter** which shall be addressed as indicated on the cover page of this proposal (up to 2 pages – not included in page count).

The Cover Letter will state the name(s) of the person(s) authorized to represent the proposer in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers and email addresses. A legal representative of the successful firm authorized to bind the firm in contractual matters must sign the Cover Letter. The Cover Letter will also include a short narrative describing the respondent's understanding of the scope of work and their overall vision for the successful development of the site(s), while addressing the site(s) in conjunction with the City's desired outcomes, and creative offering to the City.

- C. **Complete Proposal Form**
Completed **Exhibit C- Proposal Form**. Identify the lots for which you would like to make an offer to purchase.
- D. **Project Approach:**
1. Firms should explain any market research or current experience supporting the type of use being proposed for the site.
 2. State the project intent, intent (i.e. I am a residential builder and will construct a house to sell)
 3. Provide project schedule and timeline.
- E. **Housing Information, Conceptual Plans & Drawings:** For **each project area**, the following

conceptual plans are required.

1. Conceptual building façade elevations, including a description of materials. The facades of the homes should have a variety of architectural features. Therefore, respondents should submit at least two conceptual façade drawings.
2. Floor plans, including description of building design - total living area, bedrooms/baths, and other features.
3. Construction values and sales prices.
4. Project schedule and timeline.

F. Financial Feasibility of Project:

A proforma is required. Proforma must include, at a minimum a detailed list of project costs and projected revenue.

G. Financial Capability of Respondent:

Proposal should include proof of adequate financing to complete the project is required. Identify funding sources.

H. Project Team:

The City will not be a member of, or a participant in, Respondent's development team. Respondents should provide as much information as possible about their development team.

Identify key personnel, any partnerships, subcontractors, and their specific project roles.

The key personnel description shall include:

- Primary contact for company principal
- Extent of company's principal member's involvement
- Names of key members who will be assigned on this project, and:
 - their responsibilities on this project
 - experience on similar or related projects of this size and scope
 - unique qualifications
- Team qualifications and experience on similar or related projects:
 - qualifications and relevant development experience
 - project manager's experience with similar projects
 - resources available to dedicate to the project

Respondents are cautioned to carefully select and commit to the listed Project Team members' continuous involvement throughout the entire development project. This is evaluated in the selection process. The City seeks a strong understanding of the capabilities and long-term commitment (the entire development cycle of the Project) of every member of the development team listed or profiled in the Respondent's proposal. Development of any subsequent Agreement to construct the Project will include strong authorization controls by the City for the substitution or addition of any team members not listed in the Respondent's submission. At the City's sole discretion, failure of the proposer to keep the entire stated Project Team in place throughout the term of the agreement will be considered a default condition in the development agreement.

I. Relevant Experience:

Depending on the desired portion of the project, the Respondent and/or team must have experience in the type of development and/or construction for which they are making a proposal. Explain the Respondent's and/or team's experience with developing/building private/public sector projects, economic development (private or public), and successful marketing of those projects:

- Describe up to three (3) public and/or private building, economic development, or redevelopment projects, whereby respondent completed the market and pro-forma analysis, project financing, design, and construction of the project, within the last five (5) years.
- Describe those projects which best characterize evidence of the respondent's ability to provide the development experience sought by this solicitation.
- Provide qualifications, resumes, and experience of the team for this project based on the elements of this Invitation to Negotiate (ITN).
- Identify and provide in-depth information for the proposed project manager's qualifications, track record and relevant experience.

J. References: Submit a minimum of two (2) references by completing all of the reference fields on the ProRFx listing. References should be from recent work performed similar to what is being proposed.

K. Approach and Methodology: Convey a clear understanding of the nature of the work outlined in –the Scope of Service and your methodology to accomplish it.

L. Project Schedule: Include your proposed project schedule identifying any critical paths to accomplish the Scope of Service. Discuss the Team's approach for completing the services required for this project within budget and schedule.

M. Additional Relevant Information: Include any other information your firm believes to be relevant.

SECTION 9. PROPOSAL EVALUATION PROCESS

- 9.1 The Selection Committee will be comprised of, at a minimum, three (3) members from various and appropriate City departments.
- 9.2 All proposals received by the submission deadline will be reviewed by the City of Ocala Procurement Department for responsiveness. Proposals will be distributed to the Selection Committee members for review.
- 9.3 The committee members will independently score and rank each responsive proposal received in accordance with the evaluation criteria in Section 10.1 below. During the Selection Committee meeting, the committee members will review the proposals and will submit their individual rankings to the Buyer for compilation of the scores. The Selection Committee will assign ratings in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 10.1. Any firms receiving 80 points or higher out of 100 will move on to the negotiation phase.
- 9.4 The City has the option to award or reject any or all proposers or contracts resulting from this solicitation.
- 9.5 Any updates or changes to the ITN will be posted on the listing at www.bidocala.com.
- 9.6 This is a non-binding ITN until such time as the City negotiates and approves a development agreement with the successful proposer(s)/respondent(s).

SECTION 10. EVALUATION CRITERIA

10.1 The Selection Committee shall score all proposals received, by numerical rating, which meet the submittal requirements. The following factors will be considered in scoring the responsive proposals received:

EVALUATION CRITERIA	Weight
Housing Cost, Design, Construction Schedule	35%
Financial Feasibility of Project	25%
Financial Capability of Respondent	20%
Experience & Qualifications	20%
TOTAL	100%

A. Evaluation Criteria

Each proposal shall be evaluated on the following non-prioritized criteria as follows:

1. Housing Information, Conceptual Plans and Drawings

- Conceptual façade elevations and floor plans
- Construction values and sale prices
- Schedule and timeline - Estimated timeline to complete the project or individual phases of the project.

2. Financial Feasibility of Project

- Completeness and results of Pro Forma analysis.

3. Financial Capability of Respondent

- Ability to finance the project or support financing, including how the project and development will leverage other public and private funds

4. Experience & Qualification of Respondent Team

- Prior private development experience with projects of comparable size and complexity – where, when, brief scope of the improvements provided, and value of projects
- Qualifications of the principles and their prior experience working together with others if combining external individuals or other companies.

SECTION 11. CONFLICT OF INTEREST

11.1 All firms must list all and any affiliations they have with other firms.

11.2 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All proposers must disclose with each proposal the name of any officer, director or agent who is also a public or City employee. Further, all Proposers must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the proposer's firm or any of its branches. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements

of City of Ocala Employee Handbook regulations, state law, and federal regulations and law, if applicable. Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City of Ocala ("City") must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective procurement staff member. A statement must be submitted with every procurement response if the proposer has a disclosure to document. This statement is available at <http://www.bidocala.com/wp-content/uploads/Officer-and-Employee-Disclosure-Statement-and-Intro.pdf>

SECTION 12. CITY REQUIRED CLAUSES

- 12.1 **INDEMNIFICATION CLAUSE.** The Proposer shall indemnify and hold harmless the City of Ocala and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Proposer.
- 12.2 **MATERIALS.** All materials submitted as response to this ITN shall become the property of the City.
- 12.3 **COST INCURRED IN RESPONDING.** All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.
- 12.4 **INDULGENCE.** Indulgence by the City on any non-compliance by the proposer does not constitute a waiver of any rights under this request.
- 12.5 **STANDARD OF CARE.** Proposer shall render the services consistent with the standard of care, skill, and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project, and at the time the services are to be performed. Proposer's standard of care shall not be altered by the application, interpretation, or construction of any other provision of the Agreement.
- 12.6 **FEDERAL DEBARMENT.** By submitting a proposal, the proposer certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.
- 12.7 **PUBLIC ENTITY CRIMES.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO(\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
- 12.8 **E-VERIFY.** The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.
- 12.9 **INTELLECTUAL PROPERTY RIGHTS.** The proposer will indemnify and hold harmless, the City from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked,

trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the City. If the proposer uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the City.

12.10 **SUBCONTRACTS.** Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor and the City.

A. The proposer will be fully responsible to the City for the acts and omissions of the sub-contractor and their employees.

B. After award of contract, any changes in sub-consultants requires prior City written approval.

12.11 **AGREEMENT.** A contract will be drafted, after award, for any work to be performed as a result of this ITN. This ITN, the submitted proposal, all attachments, and any addendum released, agreement if applicable, and the corresponding contract will constitute the complete agreement between proposer and the City. Should there be any conflict between the terms of this ITN, the submitted proposal, and the terms of the agreement (Contract), the terms of the Contract shall be final and binding. The ITN shall control where in conflict with the submitted proposal. Any changes to the development proposal and negotiated terms will become part of the final development agreement (Contract).

SECTION 13. ITN TERMS AND CONDITIONS

13.1 **ASSIGNMENT.** The final selected proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all its rights, obligations, or interests under this contract, without the prior written consent of the City.

13.2 **ABILITY TO SECURE A LETTER OF CREDIT.** If a Respondent's Proposal is selected and any Agreement is entered into between the Respondent and the City for the Project, the City will in any such Agreement require a standby, irrevocable letter of credit or some other form of surety acceptable to the City.

The Adequate Assurance shall be maintained from the date it is provided to the City until Completion of the Project. The purpose of the Adequate Assurance is to reimburse or compensate City for its performance of obligations under this Agreement including, but without limitation, its conveyance of the property to the successful Respondent for monetary consideration less than the Project Area's and asset's fair market value, and any other City incentives should the awarded Developer default on the Agreement.

13.3 **FINANCIAL REVIEW.** If a Respondent's Proposal reaches final selection for development of an Agreement, all Developer Principals and/or real estate firms the Developer advises will be assisting the Developer in constructing and marketing the Project, will be subject to financial review by an independent Financial Review Committee that will evaluate the feasibility of the project and the Developer Principal's ability to complete the Project.

13.4 **EQUITY INVESTMENT.** If Respondent's Proposal is selected, Developer and any Developer Principals will be required to have available owner equity in a minimum negotiated amount commensurate to a meaningful percentage of the total Project amount. Evidence of such equity must be verifiable prior to closing.

SECTION 14. Scope of Service

OVERVIEW AND PURPOSE OF THE PROJECT

INTRODUCTION

The City of Ocala (City) and the Ocala Community Redevelopment Agency (CRA) are committed to working in public-private partnerships to provide affordable housing options to the community.

The purpose of this project is to partner with home builders to construct affordable housing units, either owner-occupied or rental, that meet the requirements of Ocala Code of Ordinances Chapter 106, Article 4 – Affordable Housing (Exhibit A). The City possesses numerous undeveloped parcels in neighborhoods throughout the community and desires to see them developed for affordable housing.

The City, through the West Ocala Redevelopment Subarea, is seeking proposals from experienced home builders to construct single-family homes on the undeveloped lots in the West Ocala Community Redevelopment Subarea. The City intends to sell the lots and enter into agreements with the selected builders to construct affordable single-family homes for sale or lease. Due to the number of lots, the City may enter into agreements with more than one vendor.

PROJECT DESCRIPTION

A total of 28 undeveloped lots are available for new single-family homes. The lots are shown on the map in **Exhibit B- Aerial Map Parcels for West Ocala**.

Property Information - Information on each parcel is provided in the proposal bid form.

Zoning - Special zoning and land development standards are being developed for affordable housing construction. Proposed minimum standards may be as follows:

- Front Yard Setback: 15'
- Side Yards Setback: 5'
- Rear yard Setback: 20'
- Frontage: 50'; 40' if surrounding developed lots are 40'.

Building Design / Architecture – Proposals with certain levels of architectural detailing and quality building materials will be preferred. The building design guidelines relate to the following elements:

- covered front entrance and landing or front porches,
- substantial eaves,
- window trim and framing; and,
- architectural relief from flat facades

Garage / Carport – Garage is preferred option but alternatively, housing must include carport with storage area. Carport may be attached or detached but must be setback behind midpoint of side elevation. Due to limited lot width in many cases, the carport will have to be in the rear yard. One option is to attach the carport to the rear wall of the building and adjust the roof line as a cover.

Incentives – Please see Sec. 106-105 of Affordable Housing article (Exhibit A) for fees eligible to paid from Housing Incentive Fund. Other incentives may be negotiated

Permitting - The selected respondents will responsible for obtaining all required permits, providing items required on the residential checklist (**Exhibit D**) and arranging all required inspections.

Water & Sewer Availability – The location of water and sewer mains are shown on **Exhibit E- Water and Sewer Map**.

Site Photographs – Photographs of the sites are shown in **Exhibit F- Site Photos**.

ARTICLE IV. - AFFORDABLE HOUSING

Sec. 106-101. - Purpose of article.

The purpose of this article is to encourage new construction and rehabilitation of affordable housing in the city by offering a housing incentive fund to offset development charges. These benefits are intended to promote affordable housing while maintaining quality construction and site design.

(Code 1985, § 7-749(a); Ord. No. 2319, § 1, 12-1-92; Ord. No. 2480, § 1, 9-6-94; Ord. No. 5204, § 1, 9-23-03; [Ord. No. 2020-1](#), § 1, 10-15-19)

Sec. 106-102. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affordability threshold means the maximum amount (including mortgage principal, interest, taxes, insurance, rent, and utilities) that a dwelling unit can be sold or rented for to be considered affordable housing. This threshold must be no greater than 30 percent of the income of a four-person low-income household earning 80 percent of the median household income for the Ocala MSA. Rental units must be at or below Fair Market Rents for low-income households as established by the United States Department of Housing and Urban Development (HUD). A document including affordability thresholds for owner-occupied and renter-occupied units shall be maintained and updated each calendar year by the city.

Affordable housing means quality housing that is available for a price equal to or below the affordability threshold and that shall meet minimum housing quality standards for Section 8 housing, as established by HUD.

Certification means a written and signed statement confirming that the claim for an affordable housing project is true and accurate, and that the development conforms to applicable federal and state regulations.

Construction period means three years after disbursement of housing incentive funds for a site plan or two years after disbursement of housing incentive funds for a building permit.

Housing incentive fund refers to funds as may be available for affordable housing purposes as funded through the city's annual budget process, with state or federal funds, and through developer contributions. In no event will a developer's contribution affect their ability to draw from the housing incentive fund at any time.

Internal review board means a board comprising the building, zoning and licensing director or their designee, the city's HUD program administrator or their designee, and the planning director or their designee.

Shortfall means the number of affordable housing units that were subsidized by the housing incentive fund subtracted by the number of affordable housing units that were constructed during the construction period.

Shortfall amount means the amount calculated by multiplying the shortfall by the sales price (or rent) of the average of the ten most-expensive dwelling units sold or leased in the project for which housing incentive fund money was disbursed (other than affordable housing) subtracted by the affordability threshold for each unit.

(Code 1985, § 7-749(b); Ord. No. 2319, § 1, 12-1-92; Ord. No. 2480, § 1, 9-6-94; Ord. No. 5204, § 2, 9-23-03; Ord. No. 2018-39, § 1, 8-21-18; [Ord. No. 2020-1](#), § 2, 10-15-19)

Cross reference— Definitions generally, [§ 1-2](#).

Sec. 106-103. - Reserved.

Editor's note— [Ord. No. 2020-1](#), § 3, adopted Oct. 15, 2019, repealed [§ 106-103](#) entitled "Housing incentive fund availability for existing single-family development," which derived from: Code 1985, § 7-749(c); Ord. No. 2319, § 1, adopted Dec. 1, 1992; Ord. No. 2480, § 1, adopted Sept. 6, 1994; and Ord. No. 5204, § 3, adopted Sept. 23, 2003.

Sec. 106-104. - Reserved.

Editor's note— [Ord. No. 2020-1](#), § 4, adopted Oct. 15, 2019, repealed [§ 106-104](#) entitled "Housing incentive fund availability for new single-family individual unit development," which derived from: Code 1985, § 7-749(d); Ord. No. 2319, § 1, adopted Dec. 1, 1992; Ord. No. 2480, § 1, adopted Sept. 6, 1994; and Ord. No. 5204, § 4, adopted Sept. 23, 2003.

Sec. 106-105. - Housing incentive fund.

(a) *Eligibility.* Eligible work shall include:

- (1) Rehabilitation to address HUD or building code violations in units that will be provided as affordable housing.
- (2) Construction of new single-family affordable housing units.
- (3) Construction of new multifamily affordable housing units under the following conditions:
 - a. Site plans including at least four proposed new units must consist of a minimum of twenty percent affordable units to qualify for housing incentive fund payments.
 - b. Housing incentive fund payments may be attributed to a maximum of forty percent of new units in a site plan.

(b) *Fees eligible for payment from the housing incentive fund.* All fees must be paid in their entirety by the developer for the percentage of dwelling units not set aside as affordable housing units. Eligible fees may include:

- (1) Building permits.
- (2) Plumbing permits.
- (3) Electrical permits.
- (4) Mechanical permits.
- (5) Gas permits.
- (6) Fire review fee.
- (7) Site plan review fee.
- (8) Site permit fee.
- (9) Fees to access city-owned drainage retention areas.
- (10) Water and sewer impact fees.
- (11) Water meter charges.
- (12) Sidewalks.
- (13) Fire impact fee.
- (14) Education impact fee.
- (15) Transportation impact fee.
- (16) Sanitation impact fee.

(c) *Application.* At a mandatory pre-application conference prior to applying for building permits or a site plan, the applicant will inform the city building, zoning and licensing department of the intent to apply for payment of fees from the housing incentive fund. Once the applicant subsequently submits their building permit or site plan application, the applicant must also submit the following to apply for a housing incentive fund distribution:

- (1) *For rehabilitation of existing units:*
 - a. Written description of work.

- b. At least two quotes from eligible contractors detailing costs.
- c. Evidence that the proposed work is addressing HUD or building code violations and that completion of the proposed work will result in full code compliance.
- d. A written statement that the developer agrees to pay back housing incentive fund distributions for any units intended to be affordable housing units that do not meet the definition of affordable housing units any time in the 10 years after issuance of a certificate of occupancy.
- e. Any other information reasonably deemed necessary by the internal review board.

(2) For construction of new units:

- a. Written description of the project.
- b. Floor plans.
- c. Architectural elevations.
- d. The number of proposed owner-occupied and renter-occupied units along with those units' associated prices, number of bedrooms, and area in square feet.
- e. Amenities and unit finishes available for residents of the affordable housing units.
- f. A written statement that the developer agrees to pay back housing incentive fund distributions for any units intended to be affordable housing units that do not meet the definition of affordable housing units any time in the 10 years after issuance of a certificate of occupancy.
- g. Any other information reasonably deemed necessary by the internal review board.

(d) *Application review.* After an application is submitted, the internal review board shall complete their review within the normal time allowed for staff review in a building permit or site plan review process. The internal review board sends a decision in writing to the applicant regarding whether the internal review board will recommend distributing housing incentive funds, and the amount, and may reasonably condition a housing incentive fund distribution. The applicant may request additional conferences with the internal review board to reach an agreement, if necessary. The applicant shall submit a statement in writing that they agree or disagree with the internal review board's recommendation no more than 30 days after the internal review board issues their recommendation, otherwise the application shall be deemed withdrawn, and the recommendation along with the applicant's letter shall be included as an agenda item at the first available public meeting of the city council.

(e) *Housing incentive fund distributions.* Housing incentive fund distributions shall not exceed \$10,000 per affordable housing unit across all eligible fees and stages of development and will be distributed at the discretion of city council after an application for funds is reviewed and a recommendation is made by the internal review board. The decision to distribute housing incentive funds shall be based on estimated need for the housing product being proposed; quality of the development layout, architecture, unit finishes, and amenity package; historic status of existing units being rehabilitated; and other factors reasonably deemed relevant by the internal review board or city council. Fees covering both affordable and non-affordable dwelling units shall be prorated based on a ratio of affordable to non-affordable units proposed in the project.

(f) *Process for payment through housing incentive fund escrow deposit or lien.* The applicant must allow a lien to be placed on the property, which stipulates that reimbursable liens will be paid back to the city if units intended to be affordable housing units that do not meet the definition of affordable housing units any time in the 10 years after issuance of a certificate of occupancy for affordable housing units for which housing incentive funds are distributed. The city will place a lien on the properties at the time of housing incentive fund distribution to ensure that the units remain affordable for at least ten years after issuance of a certificate of occupancy. The value of the lien will be reduced by 10 percent of the total original lien value each year that the unit meets the definition of an affordable housing unit until the lien is released at the end of the tenth year. If the unit is sold or rented at a rate beyond the amount specified in (g) below,

the city shall require repayment of the remaining lien amount for all fees paid out of the housing incentive fund.

(g) *Changes to the affordability threshold.* In the case of increases in the affordability threshold since the time housing incentive fund money was distributed for an affordable housing unit, those units may be sold or rented in accordance with the new affordability threshold. In the case of a decrease in the affordability threshold, the originally determined affordability threshold recorded in the lien shall govern.

(h) *Affordable housing agreements and grant matches.* The City may include commitments to dedicate housing incentive funds in formally executed agreements with a developer or as a local match for grant funding. These commitments may supersede conflicting requirements in subsections [106-105\(a\)–\(e\)](#), except that the maximum distribution per affordable housing unit shall be \$10,000, the minimum amount of affordable housing provided in the development covered by the affordable housing agreement shall be 20%, and housing incentive fund payments may be attributed to a maximum of forty percent of affordable housing units in the development covered by the affordable housing agreement.

(i) *Affordable housing loans.* The City may dedicate housing incentive funds in the form of a loan. The loan shall not exceed \$10,000 per affordable housing unit to be constructed. A lien shall be placed on the property for the amount paid out of the housing incentive fund and the funds will be paid back into the housing incentive fund, with interest, for the repayment period of the loan, which shall be a maximum of ten years.

(Code 1985, § 7-749(e); Ord. No. 2319, § 1, 12-1-92; Ord. No. 2480, § 1, 9-6-94; Ord. No. 5204, § 5, 9-23-03; Ord. No. 2018-39, § 2, 8-21-18; Ord. No. 2019-28, § 8, 3-19-19; [Ord. No. 2020-1](#), § 5, 10-15-19)

Sec. 106-106. - Affordable housing density incentive.

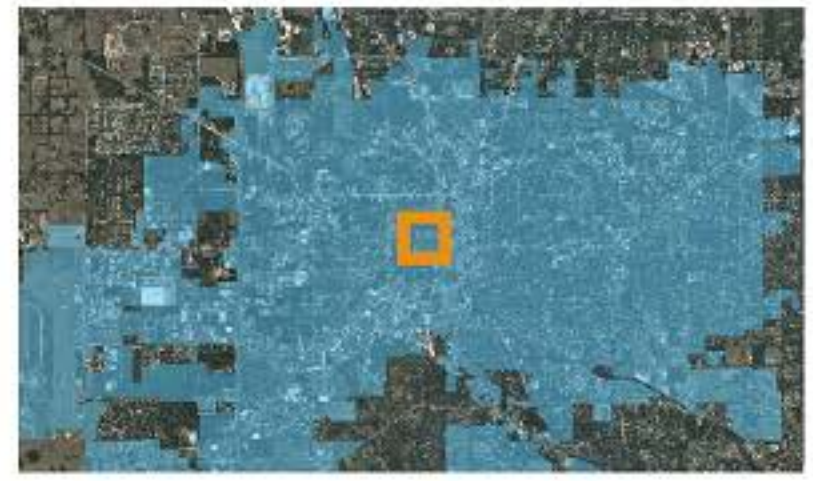
(a) Maximum densities in the High Intensity/Central Core, Medium Intensity/Special District, Low Intensity, and Neighborhood future land use classifications may be increased by up to 25 percent as an incentive for development projects that qualify for affordable housing incentive fund payments, per the requirements of [section 106-105](#). This incentive does not apply in zoning districts that measure density by floor area ratio (FAR). Proposed development that requires the density bonus allowed by this section must state on the approved plans that the set-aside and affordable unit requirements will be met, and a temporary lien shall be placed on the property until such units are constructed.

(b) If the proposed development is constructed and the units intended to be affordable do not meet the definition of affordable housing in [section 106-102](#), the developer shall pay the shortfall amount as defined in [section 106-102](#) into the housing incentive fund. If the proposed development is not constructed within the construction period, the applicant must reapply for the affordable housing density incentive.

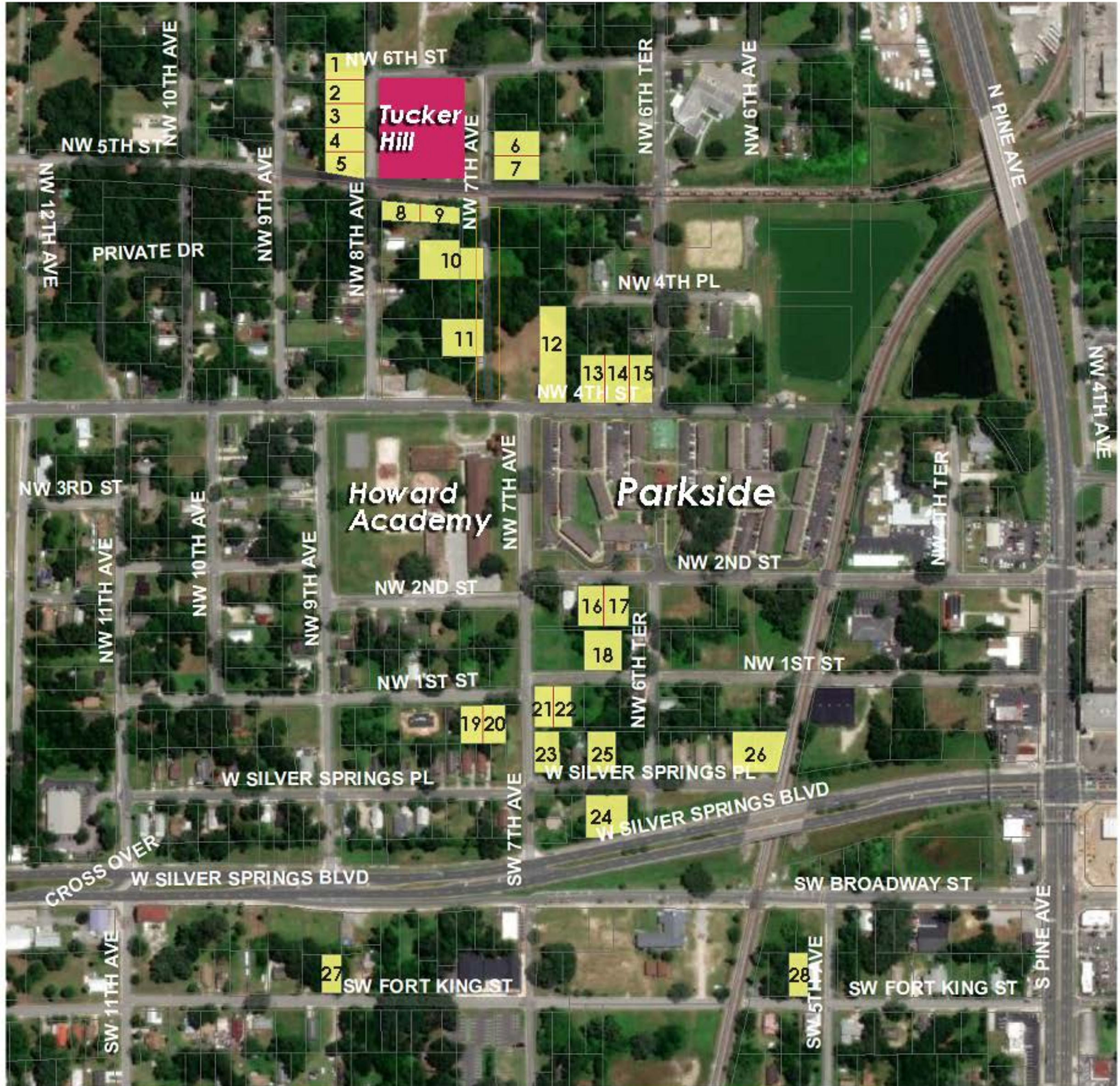
(Ord. No. 2018-39, § 3, 8-21-18; [Ord. No. 2020-1](#), § 6, 10-15-19)

Secs. 106-107—106-130. - Reserved.

Location Map



☐ Need to plat ROW



0

1,500 Feet



Prepared by the City of Ocala
Growth Management Department

Exhibit D - Price Proposal

ITN#GRM/210512



Respondent name	Respondent Location
ENTER COMPANY NAME HERE	ENTER OFFICE LOCATION HERE



MAP #	LOT PROPOSAL #	LOT	STREET	FRONT	DEPTH	AREA	INDICATE YES OR NO if proposing to purchase property
1	2840-020	Lot 1	NW 8th Ave	64	104	6,656	
2	2840-020	Lot 2	NW 8th Ave	64	104	6,656	
3	2840-020	Lot 3	NW 8th Ave	64	104	6,656	
4	2840-020	Lot 4	NW 8th Ave	64	104	6,656	
5	2840-020	Lot 5	NW 8th Ave	64	104	6,656	
6	28512-000-00	Lot 1	NW 7th Ave	62	126	7,812	
7	28512-000-00	Lot 2	NW 7th Ave	62	126	7,812	
8	2840-011-001	Lot 1	NW 7th Ave.	60	104	6,240	
9	2840-011-001	Lot 2	NW 8th Ave.	50	104	5,200	
10	2840-010-003/28513-000-00	Duplex Lot	NW 7th Ave	84	176	16,988	
11	2840-001-003	Duplex Lot	NW 7th Ave	100	106	11,212	
12	28470-000-00	Duplex lot or 2 single family lots	NW 4th St	70	255	17,850	
13*	28471-000-00	Lot 1	NW 4th St	63	127	8,001	
14*	28471-000-00	Lot 2	NW 4th St	63	127	8,001	
15*	28471-000-00	Lot 3	NW 4th St	63	127	8,001	
16	2856	Lot 1	NW 2nd St	77	100	7,700	
17	2856	Lot 2	NW 2nd St	77	100	7,700	
18	2856-006-003		NW 1st St	100	106	10,600	
19	2844-009	Lot 1	NW 1st St	60	100	6,000	
20	2844-009	Lot 2	NW 1st St	60	100	6,000	
21	2856-003	Lot 1	NW 1st St	56	124	6,944	
22	2856-003	Lot 2	NW 1st St	56	124	6,944	
23	2856-003-008		SW 1st St. W SSP	72	104	7,488	
24	2856-002-002		W Silver Springs Pl	110	100	11,000	
25	2856-003-003		W Silver Springs Pl	76	109	8,284	
26	2856-004-008		W Silver Springs Pl	118	110	12,980	
27	2851-085-004		509 SW Fort King St.	50	116	5,800	
28	28491-000-00		901 SW Fort King St	58	128	7,424	

*Note: Map #13,14,15 can be reconfigured into duplex lots

CITY OF OCALA

RESIDENTIAL CHECK LIST

Plan sets greater than two pages must be submitted electronically.

See ePlans webpage for drawing formats: [ePlan information](#)

*Requirements for Permitting Residential Construction
(New Construction, Renovations, and Additions)*

DOCUMENTATION REQUIRED (forms available on Growth Management website):

- Construction Permit Application
- Survey (to include layout and dimensioning of building on property, finished floor elevation, finished road elevation, and drainage requirements as per approved subdivision plat)
- Legal Description (to include Lot, Block and Subdivision)
- Parcel Account Number
- Filed Notice of Commencement (required prior to first inspection)
- 911 Address Application

YES N/A

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | FLOOD ELEVATION CERTIFICATE (only if property is located in a flood zone) |
| ☐ | ☐ | STRUCTURAL PLANS MUST BE A MINIMUM OF 1/4" SCALE |
| | | FOUNDATION PLAN: (to include dowel locations when part of foundation plan) |
| | | ROOF / FLOOR FRAMING PLAN |
| | | Uplift, reaction calculations and hurricane connector schedule |
| | | Roof systems need to be signed and sealed by a design professional |
| | | Floor Plan (to include shear-wall segments) |
| | | EXTERIOR ELEVATIONS: (all sides) |
| | | PRODUCT APPROVAL SPEC SHEET |
| | | WALL SECTION: (foundation through roof structure) |
| ☐ | ☐ | HVAC DUCT LAYOUT AND MECHANICAL MANUAL D & J (from mechanical contractor) |
| ☐ | ☐ | Energy Code Calculations: (must be signed) |
| ☐ | ☐ | ELECTRICAL LAYOUT |
| ☐ | ☐ | PLUMBING LAYOUT |
| ☐ | ☐ | GAS LAYOUT |
| ☐ | ☐ | SURVEY |

I certify that the application includes all the required items listed above.

I understand that the application will be rejected if any required document is missing or incomplete.

Print Name of Applicant/Contractor

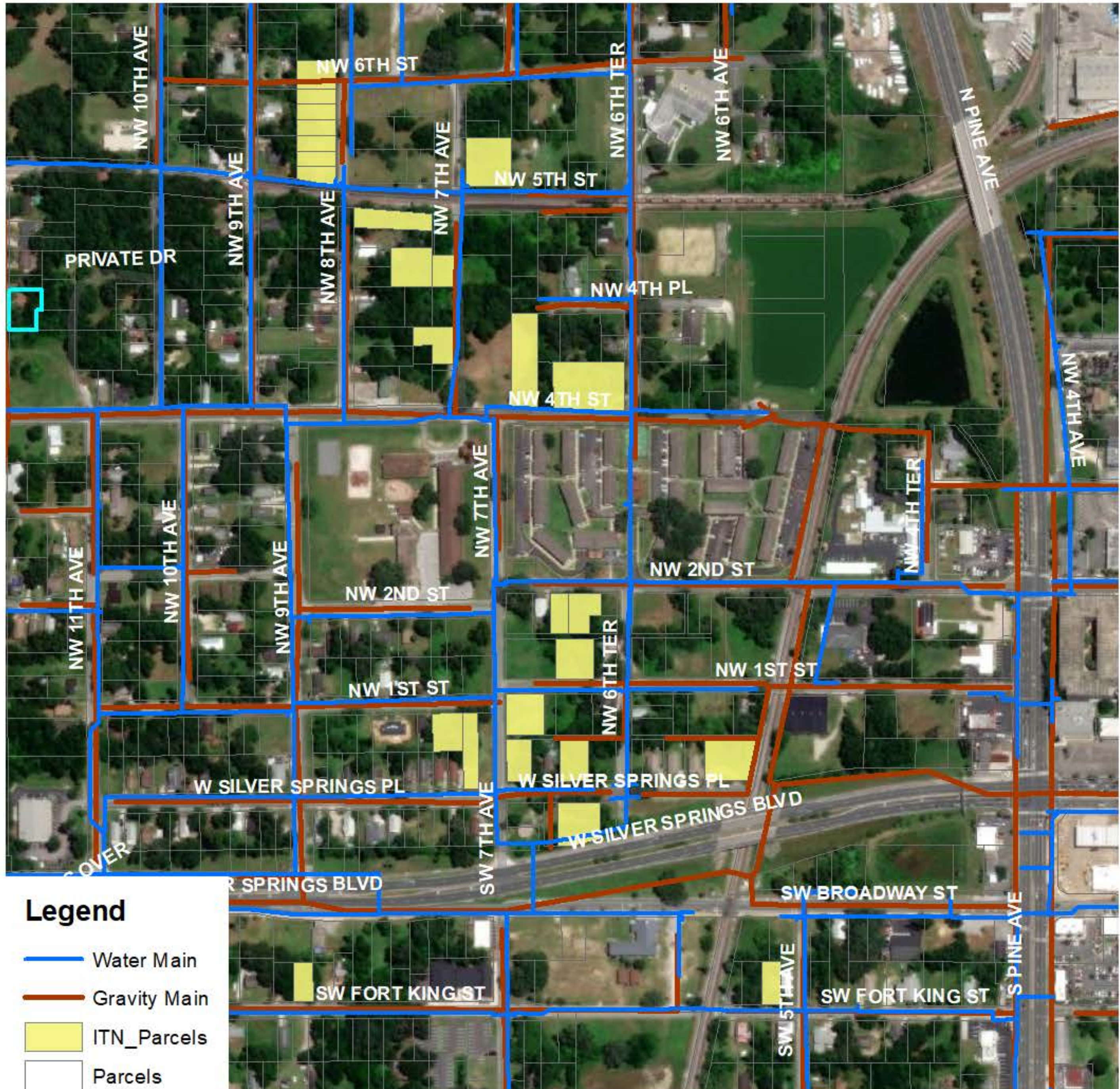
Signature of Applicant/Contractor

Contact Phone #

Date

Aerial Map - RFP for Residential Builders for Subdivision in the West Ocala Community Redevelopment Subarea

Location Map



0

750

1,500 Feet



Prepared by the City of Ocala
Growth Management Department

Exhibit F- Site Photos

Lots 1-5 from NW 5th Street:



Lots 6 & 7 from NW 5th Street:



Lots 6 & 7 from NW 7th Avenue:



Lots 8 & 9 from NW 5th Street, looking east:



Lots 8 & 9 from NW 5th Street, looking west



Lot 10 from NW 7th Avenue:



Looking north on NW 7th Avenue from Lot 10:



Lot 11 from NW 7th Avenue:



Looking north on NW 7th Avenue from Lot 11:



Lot 12 looking south from end of improved portion of NW 4th Place:



Lot 12 from NW 4th Street:



Lots 13-15 looking east from NW 4th Street:



Lots 13-15 looking west from NW 6th Terrace:



Lots 16 & 17 looking west from NW 6th Terrace:



Lots 16 & 17 from NW 2nd Street:



Lot 18 from NW 1st Street:



Lots 19 & 20 from the intersection of NW 7th Avenue & NW 1st Street



Lots 21 & 22 from NW 1st Street:



Lots 21 & 22 from across NW 7th Avenue:



Lot 23 from NW 7th Avenue:



Lot 23 from W Silver Springs Place:



Lot 24 from W Silver Springs Place:



Lot 24 from W Silver Springs Place:



Lot 25 from W Silver Springs Place:



Lot 25 from W Silver Springs Place, looking west:



Lot 26 from W Silver Springs Place:



Lot 26 from W Silver Springs Place, looking east:



Lot 26 from W Silver Springs Place, looking west:



Looking east on SW Fort King Street, west of Lot 27:



Lot 28 from SW Fort King Street:



Lot 28 from SW Fort King Street, looking west:



Lot 28 from SW Fort King Street, looking east:

