

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment to the 2002-2003 One-Year Action Plan and First Amendment to Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2002-2003, 2004-2005 and 2005-2006

**DEPARTMENT:** Community Services **DIVISION:** Community Assistance

**AUTHORIZED BY:** David Medley Ph.D. **CONTACT:** Buddy Balagia **EXT.** 2389  
Director Project Manager

Agenda Date 2/27/07 Regular  Consent  Work Session  Briefing   
Public Hearing – 1:30  Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Amendment to the 2002-2003 One-Year Action Plan and the First Amendment to Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2002-2003, 2004-2005 and 2005-2006.

**District #5 – Commissioner Brenda Carey**

**BACKGROUND:**

On September 26, 2006 the Board of County Commissioners (Board) executed a CHDO Agreement with the Center for Affordable Housing, Inc. (Center) to provide \$753,100 in Federal HOME Program funds for the development of a seven (7) unit senior citizen rental apartment complex. The units will be located on Center-owned land on Cedar Avenue in Goldsboro in Sanford.

Design is complete and the project is currently in the permitting and development review phase with the City of Sanford. Due to additional "soft" costs for permitting fees, impact fees, and utility connection fees, the Center has requested additional funding from the County. The attached CHDO Agreement Amendment (executed by the Center) provides \$70,612 in additional HOME funding for payment of certain permitting and utility impact fees, as well as an extended completion date of March 31, 2008. The Amendment also allows the Developer's Fees to be paid out at periodic installments instead of paying all such fees at project completion (no increase in Developer's Fees).

Staff published a display advertisement in the Orlando Sentinel (copy attached) on December 10, 2006 to solicit the required public comment (30-day comment period) before approving the

Reviewed by: [Signature]  
Co Atty: [Signature]  
DFS: \_\_\_\_\_  
Other: [Signature]  
DCM: [Signature]  
CM: [Signature]  
  
File No. ccscacd01

amendment. No comments were received, and the Board is requested to amend the 2002-2003 One-Year Action Plan and to approve the First Amendment to the CHDO Agreement with the Center.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the Amendment to the 2002-2003 One-Year Action Plan and the First Amendment to Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2002-2003, 2004-2005, and 2005-2006.

**Attachment:**

- 1- Public Notice for the Proposed amendment to the Volusia/Seminole County 2000-2005 Consolidated Plan 2002-2003 One-Year Action Plan Home Program.
- 2- First Amendment to Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement Program Years 2002-2003, 2004-2005, and 2005-2006.

# PUBLIC NOTICE

## PROPOSED AMENDMENT TO THEVOLUSIA/SEMINOLE COUNTY 2000-2005 CONSOLIDATED PLAN 2002-2003 ONE-YEAR ACTION PLAN HOME PROGRAM

On or after February 23, 2007, the Seminole County Board of County Commissioners (Board) will consider amending the 2002-2003 One-Year Action Plan of the Volusia/Seminole Consortium's 2000-2005 Five Year Consolidated Plan. The Five-Year Consolidated Plan, and its corresponding One-Year Action Plan, governs the allocation and expenditure of HOME Program funds. The Board is considering amending the original 2002-2003 One Year Action Plan to increase funding to a specific activity for the construction of affordable rental housing, and reduce funding in the Tenant-Based Rental Assistance (TBRA) activity and from administrative funding.

The proposed amendment does not affect the priorities and specific objectives of housing activity in the respective Consolidated Plan.

The proposed Amendment is to:

Increase: CHDO Rental Construction \$ 72,718.00

Decrease: Tenant-Based Rental Assistance (TBRA) \$ 67,607.00

The previous contract expired. These funds are unobligated.

Decrease: Administration \$ 5,111.00

These funds are unobligated.

The proposed Amendment, if approved, will result in a project budget of \$212,718.00, of which \$140,000 has been previously spent, for the CHDO (Community Housing Development Organization) Rental Construction activity.

The Seminole County Community Development Office is inviting public comment for a period of thirty (30) days regarding the proposed amendment. **Comments will be received at the Seminole County Community Assistance Office until 5:00 pm January 8, 2007.** Anyone desiring to comment or ask questions regarding this proposed amendment may contact the Seminole County Community Development Office in writing, by fax, by email, by telephone, or in person at the following:

Buddy Balagia, Project Manager, Federal Grants  
Seminole County Community Assistance Division  
534 W. Lake Mary Boulevard  
Sanford, FL 32773  
Telephone: 407-665-2389  
Fax 407-665-2399 or  
e-mail: [bbalagia@seminolecountyfl.gov](mailto:bbalagia@seminolecountyfl.gov)

PERSONS WITH DISABILITIES NEEDING ASSISTANCE,  
PLEASE CONTACT THE HUMAN RESOURCES DEPARTMENT,  
ADA COORDINATOR.

Attachment 1  
from the  
happiest place

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# The Orlando Sentinel

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633 North Orange Avenue  
MP 132  
Orlando, FL 32801

Seminole County Planning

To Whom It May Concern:

This is to confirm that the advertisement for Seminole County Planning published in *The Orlando Sentinel* on the following date.

Publication Date: Sunday, December 10, 2006

Ad Caption: HOME 20025-2003

Section: Seminole

Size: 2col x 10.5"

Job: #979220301

Should you need further information, please feel free to contact me.

Sincerely,



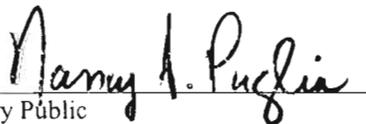
Jaconia Toyloy  
Account Representative  
The Orlando Sentinel

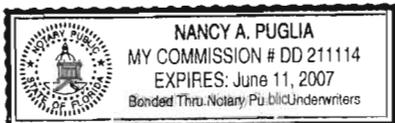
/mdu

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State of Florida  
County of Orange

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2007, by Jaconia Toyloy, who is personally known to me.

  
\_\_\_\_\_  
Notary Public  
State of Florida at Large



FIRST AMENDMENT TO  
SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.  
HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION  
RENTAL HOUSING DEVELOPMENT AGREEMENT  
PROGRAM YEARS 2002-2003, 2004-2005 AND 2005-2006

THIS FIRST AMENDMENT TO AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and THE CENTER FOR AFFORDABLE HOUSING, INC., a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, COUNTY and CENTER heretofore entered into that certain Seminole County/The Center For Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement, Program Years 2004-2005 and 2005-2006, dated October 3, 2006 (the "Agreement"); and

WHEREAS, the Agreement was for the purpose of financing the development of seven (7) rental housing units serving Very Low Income Senior Citizen Households in Seminole County utilizing SEVEN HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00) of COUNTY's HUD HOME funds; and

WHEREAS, CENTER has requested and COUNTY has determined the need for additional SEVENTY THOUSAND SIX HUNDRED TWELVE AND NO/100 DOLLARS (\$70,612.00) of HOME funding for the cost of certain permitting and utility connection and impact fees to better assure the affordability and availability of the completed rental units to Very Low Income Senior Citizen Households; and

**WHEREAS,** COUNTY finds and determines that application of remaining HOME funding remaining from Program Year 2002-2003 for funding of the additional Project costs identified herein serves a vital public purpose in terms of providing needed affordable housing in Seminole County; and

**WHEREAS,** it is necessary to effect several substantive amendments to the Agreement and certain of the Exhibits thereto in order to achieve the objectives described above,

**NOW, THEREFORE,** in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals.** The above recitals are true and form a material part of this First Amendment and of the Agreement as hereby amended, upon which the parties have relied.

**Section 2. Amendment of Title of Agreement.** Because this First Amendment provides additional funding from remaining program year 2002-2003 HOME funding for the purposes described herein, the title of the Agreement is hereby amended to read as follows: "Seminole County/The Center For Affordable Housing, Inc. HOME Program Community Housing Development Organization Rental Housing Development Agreement, Program Years 2002-2003, 2004-2005 and 2005-2006".

**Section 3. Amendment to Agreement Section 2(d), Definitions of "Project".** Section 2(d) of the Agreement is hereby amended to read as follows:

"(d) "Project" shall mean the development and construction of seven (7) residential rental units for use by Senior Citizen Households

of Very Low Income in Seminole County, Florida. These rental apartments shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units of each having approximately 648 square feet each, more or less; and two (2) 2 bedroom/1 bath units of each having approximately 828 square feet, more or less; and two (2) 2 bedroom/2 bath units of each having approximately 828 square feet, more or less. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in Revised Exhibit "A-1" to this Agreement. The Project shall also include the payment of all development and building permit fees, impact fees and utility connection fees. The Project shall also comply with all of the terms and conditions of Revised Exhibit "A-1" (Scope of Services) and Revised Exhibit "B-1" (Project Budget), which Revised Exhibits are attached to this Agreement and incorporated herein by reference."

**Section 4. Amendment to Section 3 of the Agreement.** Section 3 of the Agreement is hereby amended to read as follows:

**"Section 3. Statement of Work.** CENTER, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Revised Exhibit "A-1". Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER."

**Section 5. Amendment to Section 4 of the Agreement.** Section 4 of the Agreement is hereby amended to extend the performance completion date for required services and shall read as follows:

**"Section 4. Term.** This Agreement shall be effective upon its execution by all parties. CENTER shall complete all services required by

this Agreement on or before ~~December 31, 2007~~ March 31, 2008. Pursuant to 24 CFR, Section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement."

**Section 6. Amendments to Sections 5(a), 5(c) and 5(f) of the Agreement.**

(a) Section 5(a) of the Agreement is hereby amended to read as follows:

"(a) The COUNTY may direct pay on behalf of CENTER the contractors and vendors selected by CENTER to develop the seven (7) housing units upon CENTER's providing appropriate documentation, as provided in subparagraph (d) below, for CENTER's performance of the Scope of Services, attached hereto as Revised Exhibit "A-1", up to the maximum amounts per the Project Budget, attached as Revised Exhibit "B-1" to this Agreement."

(b) Section 5(c) of the Agreement is hereby amended to read as follows:

"(c) The COUNTY has allocated ~~SEVEN HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00)~~ EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS (\$823,712.00) of HUD HOME funds for completion of this Agreement. The COUNTY will pay or reimburse CENTER for the Project services rendered under this Agreement up to ~~SEVEN HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00)~~ EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS (\$823,712.00). In the event that CENTER does not

require the full amount of ~~SEVEN HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$753,100.00)~~ EIGHT HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND NO/100 DOLLARS (\$823,712.00), as reflected in the bids received and final Project development costs reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other eligible activities."

(c) Section 5(f) of the Agreement is hereby amended to read as follows:

"(f) On or before ~~December 31, 2007~~ March 31, 2008 CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of CENTER not properly invoiced and received by the COUNTY after ~~December 31, 2007~~ March 31, 2008."

(d) The remaining portions of section 5 not expressly amended hereby shall continue in full force and effect as stated in the Agreement.

**Section 7. Amendment to Section 10(d) of the Agreement.** Section 10(d) of the Agreement is hereby amended to read as follows:

"(d) CENTER shall complete and provide to the CD Administrator a monthly report on the form attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month commencing on the date of execution of this Agreement and concluding upon the completion of all activities described in Revised Exhibit "A-1"."

**Section 8. Amendment to Section 12 of the Agreement.** Section 12 of the Agreement is hereby amended to read as follows:

**"Section 12. Subcontracts.** All contracts made by CENTER to perform the activities described in Revised Exhibit "A-1" shall comply with all applicable laws, rules and regulations described in Section 6 of this Agreement. Only contracts and subcontracts for work or services as set forth in Revised Exhibit "A-1" are authorized by this Agreement. Any further property acquisitions, work or services which CENTER wishes to subcontract shall only be approved in writing by addendum to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement."

**Section 9. Effect of First Amendment on Agreement.**

(a) The remaining portions of the Agreement and the Exhibits/Attachments thereto not expressly amended by this instrument shall remain in full force and effect. The severability clause in Section 27 of the Agreement shall be deemed applicable to this First Amendment. The term of this First Amendment shall be the same as that for the Agreement itself.

(b) Exhibits A and B to the Agreement are hereby amended to read as set forth in Revised Exhibit A-1 and Revised Exhibit B-1 to this First Amendment and are incorporated herein and into the Agreement by reference.

(c) The amendments enacted by this First Amendment shall be deemed effective immediately upon execution of this instrument by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed:

ATTEST:

THE CENTER FOR AFFORDABLE HOUSING, INC.

John Sweeney  
JOHN SWEENEY, Secretary

By: Susan Caswell as Pres  
SUSAN CASWELL, President

[CORPORATE SEAL]

Date: 1-12-07

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

- Revised Exhibit "A-1" - Scope of Services
- Revised Exhibit "B-1" - Project Budget

REVISED EXHIBIT "A-1"

GENERAL SCOPE OF SERVICES

**GENERALLY:**

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement and the First Amendment thereto.

CENTER shall develop at least seven (7) affordable rental housing units on property located in the City of Sanford, Florida for Very Low Income Senior Citizens. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement along with other funding to develop the real property and seven (7) rental housing units. No less than seven (7) rental housing units shall be constructed.

In no event shall any of the housing units be rented to persons other than Very Low Income Senior Citizen Households during the twenty (20) year Affordability Period.

**SPECIFIC OBLIGATIONS:**

1. The rental apartments comprising the Project shall be constructed in one multi-family building structure and shall consist of three (3) 1 bedroom/1 bath units ~~of~~ each having approximately 648 square feet ~~each, more or less;~~ two (2) 2 bedroom/1 bath units ~~of~~ each having approximately 828 square feet, more or less; and (2) 2 bedroom/2 bath units ~~of~~ each having approximately 828 square feet, more or less. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in paragraph 16 of this Exhibit. The Project shall also comply with all of the other terms and conditions of this Revised Exhibit "A-1" and

Revised Exhibit "B-1" (Project Budget), attached to the Agreement.

2. CENTER shall prepare all documents required for bidding any and all aspects of the Project in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

3. CENTER shall meet with the CD Administrator and his or her staff prior to and/or during the work description write ups to insure accuracy and quality of the final work product.

4. CENTER shall advertise for bids and provide bidders with a specific response period in accordance with legal requirements.

5. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder(s) qualifications. CENTER shall select, upon COUNTY approval, the bidders to be awarded the contract work. CENTER shall prepare, negotiate and execute a contract with the selected bidder.

6. CENTER shall prepare design plans and budgets for the Project which must be designed and constructed so as to conform to "Model Energy Code" or the Energy Star standards, whichever is applicable.

7. CENTER shall monitor and inspect all pre-development, development and design and construction activities to ensure compliance with this Agreement.

8. CENTER shall secure all necessary permits, zoning and other regulatory approvals, inspections and certificates required for all phases of the Project. CENTER shall pay all development and building

permit fees, impact fees and utility connection fees, it being expressly understood that HOME funds provided by the COUNTY under the Agreement and the First Amendment thereto may be used for such purposes up to an amount not exceeding the limits for same established in Revised Exhibit B-1.

9. CENTER shall advertise for and process rental applications for the housing units. CENTER shall be responsible for verifying client(s) income eligibility for assistance.

10. The CENTER Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

11. No CENTER board member, employee, or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee or payment for any other related product or service for properties purchased or sold by them in accordance with this Agreement.

12. CENTER shall complete the Project by ~~December 31, 2007~~ March 31, 2008.

13. CENTER shall limit the rents charged for all completed housing units to the Low Home Rent Limits for the respective bedroom sizes as published by HUD for the Orlando Metropolitan Statistical Area. Those rent limits for 2006 are as follows:

Efficiency \$502

1 Bedroom \$538

2 Bedroom \$646

14. CENTER shall not invest any more HOME Program funds in the Project than is allowed by the HOME Maximum Subsidy Limits as published by HUD.

15. CENTER shall ensure the Project meets or exceeds the accessibility requirements established in 24 CFR, Part 8, implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).

16. The Project shall be developed on that certain parcel of real property located at the corner of Cedar Avenue and W. 3<sup>rd</sup> Street in the City of Sanford, Florida, the legal description and parcel identification number for which are as follows:

LOTS 6, 7, 8, 9 AND 10, BLOCK 5, TIER 11 OF E.R. TRAFFORDS  
MAP OF THE TOWN OF SANFORD, ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK 1, PAGES 56 THROUGH 64 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 25-19-30-5AG-0511-0060

17. CENTER shall execute and record a Restrictive Use Covenant in the form of Exhibit "F" to the Agreement on the subject property limiting the use thereof to rental housing for Very Low Income Senior Citizen Households for twenty (20) years.

REVISED EXHIBIT B-1

PROJECT BUDGET

ACTIVITY	FUNDS
Development/construction of seven (7) affordable rental apartment units serving Senior Citizen households. <u>2004-2005 HOME funds 11902-066605-580821</u>	\$665,100.00 <u>\$188,025.00</u>
Development/construction of seven (7) affordable rental apartment units serving Senior Citizen households. <u>2005-2006 HOME funds 11902-066606-580821</u>	\$477,075.00
Payment of impact fees, utility connection fees, building and other development fees. <u>2002-2003 HOME funds 11902-066603-580821</u>	\$70,612.00
Developer's fees per housing unit (to be paid at <del>issuance of Certificate of Occupancy</del> in four equal installments at 25%, 50%, 75% and 100% of total project completion). <u>2005-2006 HOME funds 11902-066606-580821</u>	\$88,000.00 (\$12,571.43 for each of seven rental units)
Total	<u>\$823,712.00</u>