

Item # 38

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment to the Palm Point Development Order

**DEPARTMENT:** Planning & Development **DIVISION:** Community Resources

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Buddy Balagia **EXT.** 7379

<b>Agenda Date:</b> <u>6/24/03</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Amendment for the Affordability Agreement for the Palm Point subdivision consistent with staff recommendations (Barry Watson, applicant).

Commissioner McLain – District 5

**BACKGROUND:**

On October 13, 1994 the Board of County Commissioners approved the rezoning of 18.4 acres located on Brisson Avenue east of Sanford from A-1 (Agricultural) to R-AH (Affordable Housing District), now known as Palm Point. The R-AH Development Order included an Affordability Agreement as a requirement of the zoning district's requirements. The development is being acquired and the applicant is requesting several amendments to the Affordability Agreement for the Palm Point Subdivision.

The proposed changes are summarized below, along with the existing Development Order conditions and staff recommendations.

**PROPOSED DEVELOPMENT ORDER AMENDMENTS:**

**Existing Development Order Conditions:**

The existing Development Order provides that all units in Palm Point be priced between \$54,990 and \$65,990, and that all units be initially sold or rented to income-eligible (very low, low and/or moderate income) households. Further, houses initially sold to low or very low income home buyers may receive a 25% to 50% impact fee rebate, respectively. A monetary penalty is in place for all units sold in violation of the conditions set forth in the Development Order. The provisions of the existing Development Order are

<b>Reviewed by:</b> _____ <b>Co Atty:</b> <u>SP</u> <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> _____ <b>CM:</b> _____ <b>File No.</b> <u>CPDC06</u>
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above and beyond the requirements of existing Land Development Code requirements, due to an estimated \$65,000 in SHIP funds used to fund infrastructure development.

### **Applicant Requests:**

#### ***Development Order Amendments***

The applicant requests that the maximum sales price of each of the remaining houses to be built be raised to \$110,000 and that the requirement include that all houses be initially sold to very low/low/moderate income households be amended to be consistent with the current Land Development Code which requires that all units be *made available* (i.e., affordably priced) to low income households. The current sales price allowed by the Development Order is now nine years old and housing prices have escalated since it was issued. The owner requests that they be allowed to raise the sales price of the units periodically, as necessary, in order to accommodate modest increases until build-out (two to three years).

#### ***Non-Development Order Requests***

The applicant requests that the County set aside \$15,000 per unit of new construction in SHIP down payment assistance. These funds would be available for eligible households as the units are completed. The new owner also requests that the County allow 50% impact fee rebates for all low income home buyers.

### **Staff Recommendations:**

- Staff has no objection to changes to the existing Development Order consistent with the Land Development Code and the requested maximum sales price being raised to \$110,000 (this is the current limit for low income households assisted under the SHIP-funded down payment assistance program). Any increase in the maximum sales price would require Board approval.
- Regarding down payment sets-aside and impact fee rebates, staff recommends the County's current levels be maintained at \$10,000 in down payment assistance and 25% impact fee rebates for low income home buyers, and \$25,000 in down payment assistance and 50% impact fee rebates for very low income households. Since the County is unable to meet needs at the existing levels, staff does not recommend any increases.
- Down payment assistance and impact fee rebates are available Countywide on a first-come, first-served basis. Staff has provided information to the applicant on other State funding programs which can supplement down payment assistance.

**FILE #PZ94-15**

**DEVELOPMENT ORDER #94-231**

**Amended: 6/24/2003**

**SEMINOLE COUNTY DEVELOPMENT ORDER**

On June 24, 2003 Seminole County issued this Development Order relating to, touching and concerning the following described property:

N ½ OF SW ¼ OF NE ¼ OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST (LESS ROAD RIGHT-OF-WAY AND RAILROAD) AND LESS: BEGIN AT THE NW CORNER THEREOF RUN E 190'; THENCE, RUN S 205'; THENCE RUN E 50'; THENCE RUN S 45'; THENCE RUN W 132'; THENCE RUN N 25'; THENCE RUN W 108'; THENCE RUN N 225' TO THE POINT OF BEGINNING.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

**FINDINGS OF FACT**

Property Owner:	Forest Cove at Palm Point of Sanford, Inc.
Project Name:	Palm Point
Requested Development Approval:	Amend Maximum Sales Prices as listed in Development Order #94-231

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

This Development Order is entered into by the Seminole County Board of County Commissioners at the request of the owner of the property for the express purpose of developing the subject property in accordance with Seminole County's revised criteria for the development of property assigned the R-AH zoning classification.

## **ORDER**

### **NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

- (1) The aforementioned application for development approval is **GRANTED** subject to the conditions set forth herein.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) This Development Order shall serve and operate as the affordability agreement required as a submittal by Section 30.290, Land Development Code of Seminole County.
- (4) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
  - a. In accordance with Section 30.289, Land Development Code of Seminole County, the owner hereby covenants and agrees that all (100%) of the housing units constructed on the aforementioned property shall be made available to low and moderate income households. No less than forty percent (40%) of the dwelling units provided shall be made available for lease or purchase by low income households.
  - b. In order to adequately monitor compliance with the provisions of this Development Order and the provisions of the R-AH zoning classification, the owner shall provide the Development Review Manager with documentation that one hundred percent (100%) of the units have been sold at a price at or below the County's established

maximum sales price for low and moderate income housing and that no less than forty percent (40%) of the units have been sold at a price at or below the County's established maximum sales price for low income housing. Documentation shall include, but not be limited to, an affidavit by the owner filed with the County after the sale of every ten (10) units attesting to the sales price of each unit. The owner shall also provide this documentation when all of the units in the development have been sold.

- (5) In the event that the owner violates any of the conditions of this amended Development Order, the owner shall pay a penalty to the County in the amount of the entire net profit resulting to the owner from each housing unit sold in violation of these conditions set forth therein, or \$5,000, whichever sum is greater.
- (6) The provisions of Part 16, Chapter 30, Land Development Code of Seminole County, are hereby incorporated into this Development Order as if fully set forth herein verbatim. All development of the subject property shall be in conformance with the rules and regulations governing the R-AH zoning classification.
- (7) In the event of conflict in the definitions referred to above, the provisions of Chapter 67-37, Florida Administrative Code, shall apply.

This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or in part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property had expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

The terms and provisions of this Development Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

**Done and Ordered on the date first written above.**

As approved and authorized for execution by the Seminole County Board of County Commissioners at their meeting of June 24, 2003.

By: \_\_\_\_\_  
Daryl G. McLain, Chairman  
Board of County Commissioners

**OWNER'S CONSENT AND COVENANT**

**COMES NOW**, the owner, Forest Cove at Palm Point of Sanford, Inc., a Florida corporation, on its own behalf and on behalf of its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNER:

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