

ARTICLE IX: DEVELOPMENT AGREEMENTS

SECTION 9.1 AUTHORIZATION TO ENTER INTO AGREEMENTS

The City Commission, in its sole and exclusive discretion, may enter into development agreements with the legal and equitable owners of real property within, or to be annexed to the city limits of the City of Sanford, as is authorized in Section 163.3220, F. S., as it may be amended from time to time.

SECTION 9.2 APPLICATION

A property owner desiring to enter into a development agreement with the City shall make a written request for such development agreement to the Administrative Official. Such written request shall identify the lands which will be subject to the development agreement and shall identify all legal and equitable owners having any interest in such property. Such ownership interest shall be certified by a title company or an attorney licensed to practice law in the State of Florida. In the event that any partnerships, joint ventures or other entities, other than individuals, own a legal or equitable interest in the subject property, all principals and other persons with interest in such partnerships or joint ventures shall be revealed. In the event that any corporation owns a legal or equitable interest in the subject property, the officers and directors and any shareholder owning more than ten percent (10%) of the interest in the corporation shall be revealed.

SECTION 9.3 DEVELOPMENT AGREEMENT CONTENT

Any development agreement approved under the provisions of this Article shall contain the following requirements (Ref. Section 163.3227, F. S.):

- A. A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.
- B. The duration of the development agreement, which duration shall not exceed ten (10) years, but which may be extended by mutual consent of the City and the developer. Any request for an extension shall be subject to the public hearing process necessary for the initial approval of said development agreement.
- C. The development uses permitted on the land, including population densities, building intensities and building heights.
- D. All documents required to comply with criteria cited in the land development regulations applicable to the subject project.
- E. A description of the public facilities that will service the development, including designation of the entity that shall be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed shall be provided. A schedule to ensure that public facilities shall be available concurrent with the impacts of the development shall also be provided. Such

schedule, relating the provision of public facilities or services to events or thresholds in the development, may be substituted for the certain dates required hereunder.

- F. The applicant may be required to provide a performance bond, letter of credit, or similar instrument, to be deposited with the City to secure the construction of any new facilities that are required to be constructed as part of the proposed development agreement. Alternatively, such construction may be a condition precedent to the issuance of any site development or building permits or other development permissions. In the event that the new public facilities are in place and operating at the time development permits are requested, no such performance bond or letter of credit shall be necessary unless such facilities are not adequate for the project.
- G. A description of any reservation or dedication of land for public purposes. The development agreement shall provide specifically how all impact fees and other funding requirements for the project are to be met.
- H. In the event that land is to be conveyed to the City in discharge of the obligation of any impact fee or other similar obligation, the development agreement shall provide that such conveyance will be by warranty deed and will be accompanied by an environmental audit and a title insurance policy which shall be in an amount not less than the assessed value of the land. The applicant shall bear the cost of these requirements.
- I. A description of all development permits approved or needed to be approved for the development of the land, which description shall specifically include, but not be limited to, the following:
 - 1. Any required Comprehensive Plan amendments or rezonings.
 - 2. Any required submissions to or approvals from Seminole County; the East Central Florida Regional Planning Council; the State of Florida, Departments of Community Affairs (DCA), Environmental Protection (DEP), Transportation (DOT), Health and Rehabilitative Services (DHRS); the United State Army Corps of Engineers; the St. Johns River Water Management District; the United States Environmental Protection Agency; or any other departments with competent jurisdiction over any aspect of the proposed development.
 - 3. In the event that development requirements are not satisfied, action in reliance on the development agreement or expenditures in pursuance of its terms, shall not vest any development rights in the applicant/property owner. Failure to perform as specified in the development agreement shall not constitute partial performance entitling the applicant or property owner to a continuation of the development agreement.
- J. A specific finding in the development agreement that the development permitted or proposed is consistent with the City's Comprehensive Plan and with the land development regulations. However, if amendments are required to the Comprehensive Plan or land development regulations, such amendments shall be specifically identified in the development agreement, and the agreement shall be contingent upon those amendments being made and approved by the appropriate governmental agencies.

- K. The City Commission may provide for any conditions, terms, restrictions or other requirements determined to be reasonably necessary for the public health, safety or welfare of City residents and property owners.
- L. A statement indicating that failure of the development agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.
- M. At the City Commission's discretion, the development agreement may provide that the entire development, or any phase thereof, be commenced or completed within any specific period of time.

SECTION 9.4 DEVELOPMENT AGREEMENT REVIEW

- A. **Application for approval.** An applicant for approval of a development agreement shall submit nine (9) copies of all materials listed in Section 9.3 as well as the fee established in Article X to the Administrative Official. No application shall be deemed accepted unless it is complete.
- B. **Referral to the Development Review Team.** Upon receipt of a proposed Development Agreement, the Administrative Official shall forward copies to the Development Review Team which shall review the proposal and provide collective findings in writing to the Administrative Official respecting approval, approval with conditions or modifications or denial. The applicant may modify the application based on the recommendation of the Development Review Team prior to review by the Planning and Zoning Commission.
- C. **Hearing by the Planning and Zoning Commission.** Upon receipt of the written recommendation of the Development Review Team and any modifications to the application submitted by the applicant, the Administrative Official shall refer the Development Agreement application to the Planning and Zoning Commission. The Planning and Zoning Commission shall hold a public hearing to review and recommend to the City Commission on an application for a development agreement. The Planning and Zoning Commission shall provide to the City Commission written findings on the consistency of the application with the comprehensive plan and the land development regulations and recommend any conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, or welfare of the citizens.
- D. **Action by the City Commission.** The City Commission shall hold a public hearing on an application for a development agreement and consider the recommendation of the Planning and Zoning Commission. If the proposed Development Agreement is approved or approved with conditions, the Mayor shall indicate such approval by signing his/her name on the agreement.

SECTION 9.5 NOTICING REQUIREMENTS

Notice of intent to consider a development agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Seminole County.

Notice of intent to hear a development agreement shall also be mailed to all affected property owners within two hundred (200) feet of the subject property before the first public hearing.

The day, time and place at which the second public hearing will be held shall be announced at the first public hearing.

The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposedⁱ agreement can be obtained.

SECTION 9.6 DURATION OF DEVELOPMENT AGREEMENT

The duration of the development agreement shall not exceed ten (10) years. The agreement may be extended by mutual consent of the City Commission and the developer, subject to a public hearing.

SECTION 9.7 RECORDING OF DEVELOPMENT AGREEMENT; EFFECTIVE DATE OF AGREEMENT

- A. Within fourteen (14) days after the City enters into a development agreement, the Administrative Official shall record the agreement with the Clerk of the Circuit Court of Seminole County. The Administrative Official shall submit a copy of the development agreement to the Florida Department of Community Affairs within fourteen (14) days of the recording of the agreement.
- B. A development agreement shall become effective only after it is recorded in the public records of the county and thirty (30) days after it has been received by the Florida Department of Community Affairs.
- C. The burdens of the development agreement shall be binding upon, and the benefits of the agreements shall inure to, all successors in interest to the parties of the agreement.

SECTION 9.8 AMENDMENT OR CANCELLATION OF DEVELOPMENT AGREEMENT

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

SECTION 9.9 MODIFICATION/REVOCATION OF DEVELOPMENT AGREEMENT

If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of a development agreement. Such agreement shall be modified or revoked as is necessary to comply with the relevant state or federal laws.

SECTION 9.10 PERIODIC REVIEW OF DEVELOPMENT AGREEMENT

The City shall review land subject to a development agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms of the development agreement. For each annual review conducted during years 6 through 10 of a development agreement, the review shall be incorporated into a written report which shall be submitted to the parties to the agreement and the State land planning agency. The report shall be limited to the information sufficient to determine the extent to which the parties are proceeding in good faith to comply with the terms of the development agreement. If the local government finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the local government.