

**ARTICLE VI
STATUTORY DEVELOPMENT AGREEMENTS**

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**ARTICLE VI:
STATUTORY DEVELOPMENT AGREEMENTS**

SECTION 1.0 PURPOSE, INTENT, BEST PRACTICE, AND LAWFULNESS

A. Purpose and Intent.

It is the purpose and intent of this Article is to provide processes that can be utilized by the City as a development tool for securing project specific elements that are not inherently authorized by the *LDRs* or may recognize regulations of a prior time or supplement.

B. Lawfulness.

Any deviation from the provisions of this Article, unless specifically stated herein or allowed by other provisions of the *LDRs*, is prohibited and unlawful.

C. Best Practices.

All reviews and determinations of the provisions within this Article by the Administrative Official shall be to implement the purpose and intent of this Article together with sound and generally accepted land use planning practices and principles. If there is any conflict between the provisions of this Article or a provision of any other Article of the *LDRs*, the provisions of this Article shall prevail.

SECTION 2.0 DEVELOPMENT AGREEMENT STANDARDS

A. 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, as is authorized in [Section 163.3220, Florida Statutes](#).

B. Application.

A property owner desiring to enter into a development agreement with the City shall submit an application requesting a development agreement to the Administrative Official, in accordance with [Article I](#), Section 7.0. and the following:

1. Such request shall identify the lands that will be subject to the development agreement and shall identify all legal and equitable owners having any interest in such property.
2. Such ownership interest shall be certified by a title company, or a Florida licensed Attorney.
3. 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.
4. 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 of the interest in the corporation shall be revealed.

C. Content.

Any development agreement approved under the provisions of this Article shall contain the following as well as any other information required by controlling State law:

1. Legal Description.

A legal description of the land subject to the development agreement and the identification of all persons having legal or equitable ownership therein.

2. Duration.

The duration of the development agreement, which duration shall not exceed the maximum period of time authorized by controlling State law, but which may be extended by mutual consent of the City and the property owner to address vested rights, investment backed expectations or the public interest. Any request for an extension shall be subject to the public hearing process necessary for the initial approval.

3. Uses.

The development uses permitted on the land, including population densities, building intensities and building heights.

4. Documentation.

All documents required to comply with criteria cited in the *LDRs* applicable to the subject project.

5. Public Facilities.

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.

6. Bonds.

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.

7. Dedications.

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.

8. Impact Fees.

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.

9. Description of Permits.

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:

- a. Any required *Comprehensive Plan* amendments or rezonings.

- b. Any required submissions to or approvals from Seminole County; the East Central Florida Regional Planning Council; the State of Florida and any of its agencies; 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.
- c. 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.

10. Consistency with the Comprehensive Plan and Land Development Regulations.

A specific finding in the development agreement that the development permitted or proposed is consistent with the City's [Comprehensive Plan](#) and with the *LDRs*. However, if amendments are required to the [Comprehensive Plan](#) or *LDRs*, 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. The Administrative Official and the City Attorney shall collaborate in making such conclusions.

11. Conditions of Approval.

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. To the maximum extent possible, the City shall attempt to shift any and all legal costs, development costs, development review costs, permitting costs and other costs to the developer or property owner in a manner that sets forth financial guarantees.

12. Compliance with Conditions.

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.

13. Time Limitation for Completion.

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. Notwithstanding the foregoing, if public lands are to be conveyed or public funds are to be expended in performance of the development agreement, unless specifically stated in the development agreement as to timing and amount, no public funds shall be expended or public lands conveyed until total project completion, which shall be based upon the issuance of certificates of occupancy or certificates of completion, as the case may be.

D. Review and Determination.

1. Application Materials.

An applicant for approval of a development agreement shall submit all materials listed in [Section 2.0.C](#) as well as the fee established in [Article VII](#) to the Administrative Official. No application shall be deemed accepted unless it is complete.

2. Action by Planning and Zoning Commission.

The Administrative Official shall refer the development agreement application to the Planning and Zoning Commission, in accordance with [Article I](#), Section 7.0.C.6. The Planning and Zoning Commission shall hold a public hearing to review and transmit a recommendation to the City Commission of approve, approve with conditions, or deny the development agreement. The Planning and Zoning Commission shall provide to the City Commission written findings on the consistency of the development agreement with the [Comprehensive Plan](#) and the *LDRs* and include within the recommendation any conditions, terms, restrictions or other requirements determined to be necessary for the public health, safety, or welfare of the citizens.

3. Action by the City Commission.

Upon receiving a recommendation from the Planning and Zoning Commission, the City Commission shall hold a public hearing to consider the development agreement, in accordance with [Article I](#), Section 7.0.C.7.

4. Noticing Requirements.

- a. Notice of intent to consider a development agreement shall be advertised approximately seven days before each public hearing in a newspaper of general circulation and readership in Seminole County.
- b. Notice of intent to hear a development agreement shall also be mailed to all affected property owners within 200 feet of the subject property before the first public hearing.
- c. The day, time and place at which the second public hearing will be held shall be announced at the first public hearing.
- d. 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 proposed agreement can be obtained.

E. Recording; Effective Date of Agreement.

1. Within 14 days after the City enters into a development agreement, the Administrative Official shall record the agreement with the Clerk of the Circuit Court. The Administrative Official shall transmit a copy of the development agreement to all appropriate or required persons and entities.
2. A development agreement shall become effective only after it is recorded in the public records of the County and in accordance with controlling State law.
3. The burdens of the development agreement shall be binding upon, and the benefits of the agreement shall ensure to, all successors in interest to the parties of the agreement.

F. Amendment or Cancellation.

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

G. Modification/Revocation.

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

H. Periodic Review.

The Administrative Official shall review land subject to a development agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the development agreement and submit a written report containing, at a minimum, such findings to the City Commission and Planning and Zoning Commission as well as all other parties as required by controlling State law. 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 City commission 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 City Commission by means of the enactment of an ordinance.