

August 8, 2007

Todd Dary
Senior Planner
Planning & Development Services Business Center
Sarasota County Government
1660 Ringling Boulevard
Sarasota, Florida 34236

RE: Palmer Place DOCC/Rezone # 07-11

Dear Todd,

In accordance with your recent discussions with Bo Medred of Genesis Planning and Development, Inc., agent for the Applicant, Kemmons Wilson, Inc., we are pleased to submit herewith the following:

1. Modified versions of the "Master Development Plan" and "Master Park Plan" to replace the graphics appearing on pages 3 and 5 of the public hearing packet pertaining to the DOCC application; and a new graphic labeled as "Development Concept Plan", pertaining to the rezone application. (Each plan consists of two versions, one is overlaid on an aerial, and the other is not). These revisions may be summarized as follows:

(a) **The units in Villages 7, 8, 11, 12, 13, 14, 15, 16 and 17 have been re-labeled "single-family and multi-family".** On the original plan (dated October 2, 2006), Villages 7, 8, 11, 12, 13, 15 and 16 were labeled "single-family attached townhouses and/or stacked townhouses" and Villages 14 and 17 were labeled "stacked townhomes". These changes address a concern for clarity expressed by the Office of the County Attorney which you passed on to us.

(b) **The units in Villages 1, 2, 3, 4, 5, 6, 9 and 10 have been re-labeled "single family" instead of "single family attached and/or detached".** Again, this addresses the need for clarity.

(c) **The words "Community Park to Tie Into Buffer Running Along Iona Road and Western Side of..," have been removed** at Bill Wiesneski's request. He does not want that area to be confused with the term "Community Park" as used in the Comprehensive Plan. These words were previously removed from the Master Park Plan appearing on page 5 of the staff report, but had not been removed from the Master Development Plan appearing on page 3.

(d) **The words "conceptual only" and "conceptual",** appearing in the legend on the original plan in reference to the "Community Activity/Recreation Center" and "Stormwater", respectively, have been **removed** per staff's request.

(e) **A note, identified by three asterisk marks in the lower left corner under "Site Data", has been added to read:**

****The Residential Development Area may be any combination of Residential Housing types or any other Residential Use allowed per Section 6.7 and Section 6.11.2 Zoning Ordinance. Residential Development Areas may include any non-residential use allowed in the RSF-3/PUD Zone District.*

Rationale: This language is consistent with other recent DOCC applications and staff suggested we include it to further consistency with the housing types as defined in Article 12 of the Zoning Ordinance.

(f) A **note** identified with four asterisk marks in the lower left corner has been **added** to read:

*****Pursuant to Section 6.11.2.f. of the Zoning Ordinance, a modification to the requirements of Section B.3 of the Subdivision Technical Manual and Appendix C6a of the Land Development Regulations is hereby granted to allow public and private local roads with closed drainage to provide 40-foot right-of-way width and a 20-foot pavement width provided that it can be demonstrated at preliminary plat or site and development plan approval that no segment of such local roads shall be required to accommodate more than 1,000 average daily vehicle trips.*

Rationale: The Applicant had previously requested this language and recently received feedback from Development Services staff concurring with it.

2. In order to address concerns about timing of the Community Housing Units, we propose to proffer the following stipulation to replace stipulation # 3 on page 40 of the staff report:

3. Prior to the approval of a preliminary plat or site and development plan for the first phase of development, the Applicant shall record in the public records an Agreement with Sarasota County, approved by the County Attorney, pursuant to section 12.1.1.e.7.iii, of Ordinance No. 2003-052, as amended by Ordinance 2006-078, that provides for three phases of development:

(a) During the first such phase, no fewer than 186 of the Community Housing Units and/or Affordable Housing Units shall be constructed prior to the issuance of a Building Permit for more than 279 of the Market Rate Units. As to the first phase, the Agreement shall state the income ranges for the Community Housing Units and/or Affordable Housing Units, correlated to a percentage of annually adjusted AMI to be served by said units, and anticipated sales price or rental rate of each such unit.

(b) During the second phase, no fewer than 186 additional Community Housing Units and/or Affordable Housing Units (for a total of 372 in the aggregate) shall be constructed prior to the issuance of a Building Permit for more than 279 additional Market Rate Units (for a total of 558 in the aggregate).

(c) During the third phase, no fewer than 372 of the Community Housing Units and/or Affordable Housing Units (for a total of 744 in the aggregate) shall be constructed prior to the issuance of a Building Permit for more than 186 of the Market Rate Units (for a total of 744 in the aggregate).

(d) *At the request of the Applicant, the foregoing ratios may, however, be revised at the discretion of the Board of County Commissioners.*

(e) *The foregoing Agreement shall be amended prior to the approval of a preliminary plat or site and development plan for each subsequent phase, to state the income ranges for the Community Housing Units and/or Affordable Housing Units, correlated to a percentage of annually adjusted AMI to be served by said units, and anticipated sales price or rental rate of each such unit in the ensuing phase, and shall be recorded.*

(f) *The foregoing Agreement and any subsequent amendments thereto shall be subject to approval by the Board of County Commissioners in public session.*

3. In order to address issues associated with the existing condition of Palmer Boulevard, we propose to proffer the following stipulation:

No certificate of occupancy shall be issued for the 465th dwelling unit until such time as a contract has been executed for the widening of Palmer Boulevard from the west boundary of Barton Farms, Unit 1 (Laurel Lakes subdivision) to Canal 22, a distance of approximately 1,806 feet. The Applicant and Sarasota County shall enter into a development agreement obligating Sarasota County to acquire by dedication, purchase or eminent domain, any additional lands required for such improvements to meet minimum right-of-way requirements; obligating the Applicant to widen the roadway; and providing that the Applicant shall be reimbursed for the costs of such widening on a proportionate share basis by future developers creating traffic impacts on the same segment.

Rationale: Although this roadway segment will continue to meet County standards in respect to transportation concurrency (it is presently operating at LOS "B"), it may not meet current road standards in regard to right-of-way and pavement width and shoulder conditions. While the roadway has the same configuration today as it did when the Laurel Lakes (321 units) and Laurel Meadows (85 units) developments were approved, it may, in the future be inadequate to accommodate traffic anticipated to be generated by the Palmer Place development at full build out, in combination with other existing and proposed developments. Consequently, the Applicant proposes to widen the roadway to meet current standards with the completion of the first phase of Palmer Place, provided that the County acquires the necessary additional right-of-way. However, the proffered stipulation recognizes that the Palmer Place development will only generate a fraction of the traffic that will use the improved roadway. Although existing subdivisions will benefit by the widened roadway, the County is not in a position to retroactively assess the residents in those subdivisions for the cost of the improvements. However, it does have the legal ability to require future developers benefiting by the improvements to contribute their proportionate share by reimbursing the Applicant for front-ending them. The proffered stipulation contemplates that such pay-back obligation will be assured through a developer agreement.

If possible, I would appreciate your letting me know as soon as possible whether these modifications and stipulations are satisfactory.

Thank you for your attention to this matter.

Respectfully submitted,



Charles D. (Dan) Bailey, Jr.
For the Firm

CDBjr/jlf

Enclosures

cc: Anne McClung, Planning Director
Crystal Allred, Manager, Current Planning
Gary Oldehoff, Esq., Office of the County Attorney
Paula Wiggins, Public Works Mobility
Isaac Brownman, Land Development Services
Mary Beth Humphreys, Community Housing
Robert "Bo" Medred, Genesis Planning
Shawn Leins, P.A., A&M Engineering