**Rezoning Application:** PD 25-0145

**Zoning Hearing Master Date:** March 24, 2025

**BOCC Land Use Meeting Date:** May 13, 2025



**Development Services Department** 

#### 1.0 APPLICATION SUMMARY

Applicant: 10708 BRYAN LLC

FLU Category: UMU-20

Service Area: Urban

Site Acreage: Approximately 3.10 acres

Community

Plan Area:

Seffner Mango

Overlay: None



#### Introduction Summary:

The applicant seeks to develop an approximately 3.10-acre unified development consisting of folio no. 65036.0000 located at the north side of Bryan Road north of the T-intersection of Estevez Lane. The request is for a rezoning from Agricultural Rural (AR) to Planned Development (PD) to allow for the development of 108 multi-family affordable residential units.

UMU-20 allows a maximum of 20 dwelling units per acre for a total of 62 units. The applicant proposes an Affordable Density Bonus based on the Comprehensive Plan Bonus Affordable Housing to allow 35 dwelling units per acre. The Affordable Housing Density bonus would allow up to 35 du per acre as allowed in the RES-35 for a total of 108 units.

Zoning:	Existing	Proposed
District(s)	AR	Proposed
Typical General Use(s)	Single-Family Residential/Agricultural Multifamily Residential	
Acreage	3.10 acres 3.10 acres	
Density/Intensity	1 unit per 5 acres	35 dwelling units per acre with Affordable Housing Density Bonus.
Mathematical Maximum*	0 units	108 units

<sup>\*</sup>number represents a pre-development approximation

Development Standards:	Existing	Proposed
District(s)	AR	PD
Setbacks/Buffering and Screening	Front: 50 ft. Side: 25 ft. Rear: 50 ft.	Setbacks West: 10'; North: 20'; South: 25'; East: 60' Buffering & Screening West: 10'-wide buffer w/Type "A" Screening North (A): 10'-wide buffer w/Type "A" Screening East (A): 10'-wide buffer w/Type "A" Screening *Applicant proposes a 6'-masonry wall around north, east, & west perimeter.

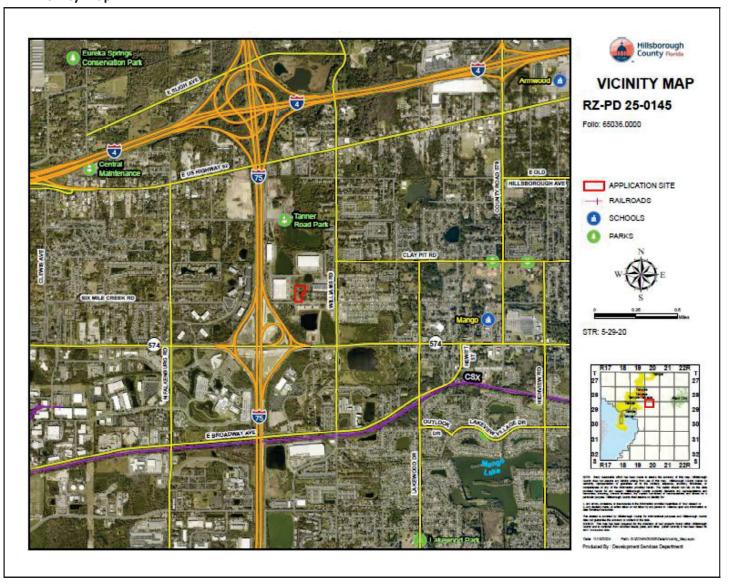
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District(s)		AR	Proposed
Height	į	50 ft. Max. Ht.	45 ft. Max. Ht.
Additional Information:			
PD Variation(s)		LDC Part 6.06.00 (Landsca	ping/Buffering)
Waiver(s) to the Land Development Code		None requested as part of	this application.

Planning Commission Recommendation:	Development Services Recommendation:
CONSISTENT	APPROVABLE, Subject to Conditions.

2.0 LAND USE MAP SET AND SUMMARY DATA

#### 2.1 Vicinity Map



Case Reviewer: Tim Lampkin, AICP

#### **Context of Surrounding Area:**

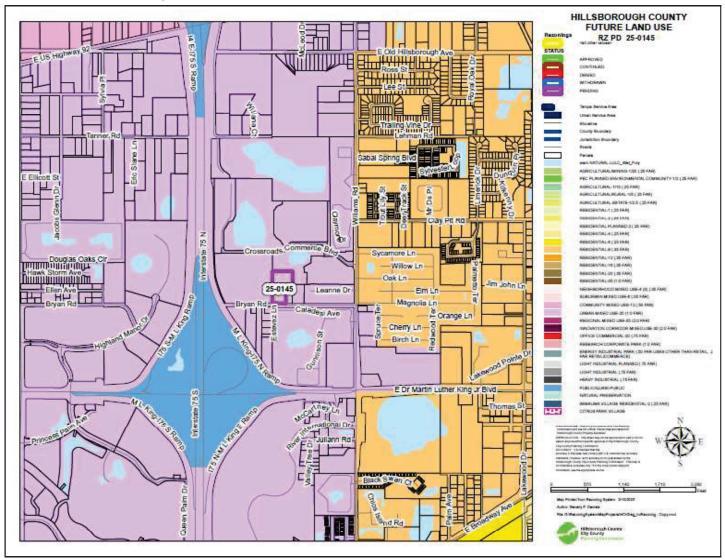
The subject property is located on the north side of Bryan Road north of the T-intersection of Estevez Lane & Bryan Road. The on-ramp from Dr. Martin Luther King, Jr. Blvd. is +/-850 feet west of the subject site; however, Bryan Road is a dead-end road with the subject property located approximately 650 feet to the road end to the west with +/-200 feet between the end of Bryan Road and the Interstate 75 on-ramp.

The area surrounding the property is developed with a mix of uses including a single-family home east/southeast of the subject site. To the immediate west and north of the subject site is a Planned Development (12-0196) developed and approved for a mix of uses including Parcel B located to the north and west which are developed with light industrial uses. South across Bryan Road are mobiles homes and PD 20-0382 approved for MF and commercial uses, and currently vacant.

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#### 2.0 LAND USE MAP SET AND SUMMARY DATA

#### 2.2 Future Land Use Map



Case Reviewer: Tim Lampkin, AICP

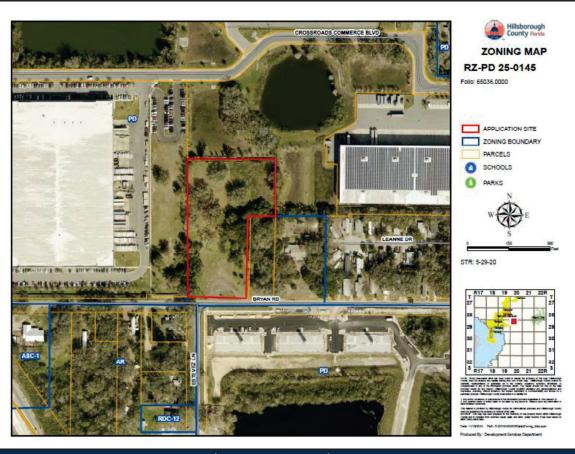
Subject Site Future Land Use Category:	UMU-20
Maximum Density/F.A.R.:	Residential: 20 du/acre Maximum FAR: 1.0
Typical Uses:	Agricultural, residential, commercial, office, business park, research corporate park, light industrial, multi-purpose and/or mixed-use projects at appropriate locations.

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#### 2.0 LAND USE MAP SET AND SUMMARY DATA

#### 2.3 Immediate Area Map



	Adjacent Zonings and Uses			
Location:	Zoning:	Maximum Density/F.A.R. Permitted by Zoning District:	Allowable Use:	Existing Use:
North	PD 12-0196	0.20 FAR (Parcel B) 20 units per acre (Parcel B)	Parcel B: Office, (Commercial, hotels/motels, light industrial, warehouse, SF and multi-family uses via trade off)	Light Industrial and associated stormwater / retention ponds
South	Bryan Road & PD 20-0382	3.5 – 4.8 units/acre Commercial Max. FAR: 1.0 0.81	Option 1: SF / Comm. Option 2: MF / Comm. Option 3: MF / Park	Vacant
	AR	1 unit per 5 acres	Agricultural / SF	Vacant and Single-family residential
East	PD 12-0196	0.20 FAR (Parcel B) 20 units per acre (Parcel B)	Parcel B: Office, (Commercial, CG, hotels/motels, light industrial, warehouse, SF and multi-family uses via trade off)	Light Industrial

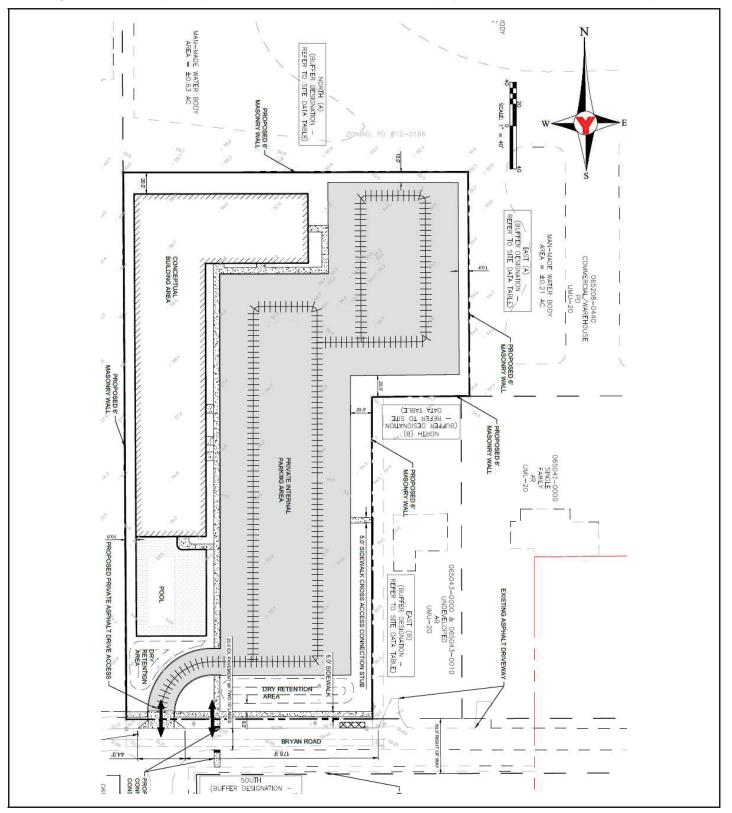
ZHM HEARING I BOCC LUM MEE		ch 24, 2025 13, 2025	Case Reviewer: Tim La	ampkin, AICP
			Parcel B: Office,	Western area, South of
			(Commercial, CG,	the designated "Land Use
West	PD 12-0196	0.20 FAR (Parcel B)	hotels/motels, light	Restriction Line":
vvest	PD 12-0190	20 units per acre (Parcel B)	industrial, warehouse, SF	Commercial
			and multi-family uses via	
			trade off)	Northwest: Light Industrial

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#### 2.4 Proposed Site Plan (partial provided below for size and orientation purposes. See Section 8.0 for full site plan)



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#### 3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (check if applicable)			
Road Name	Classification	Current Conditions	Select Future Improvements
Bryan Rd.	County Local - Urban	2 Lanes  ⊠ Substandard Road  ⊠ Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>□ Site Access Improvements</li> <li>□ Substandard Road Improvements</li> <li>□ Other</li> </ul>
Williams Rd.	County Collector - Urban	2 Lanes  ⊠ Substandard Road  □ Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>☑ Site Access Improvements</li> <li>□ Substandard Road Improvements</li> <li>□ Other</li> </ul>

Project Trip Generation ☐ Not applicable for this request				
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips	
Existing	9	1	1	
Proposed	478	37	43	
Difference (+/-)	+469	+36	+42	

<sup>\*</sup>Trips reported are based on net new external trips unless otherwise noted.

Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North	80 8	None	None	Meets LDC
South	Х	None	None	Meets LDC
East	\$ 8	None	None	Meets LDC
West	9k	None	None	Meets LDC

Design Exception/Administrative Variance ⊠ Not applicable for this request					
Road Name/Nature of Request	Туре	Finding			
Bryan Rd./Substandard Roadway	Design Exception Requested	Approvable with Conditions			
Notes:	9 111				

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#### 4.0 ADDITIONAL SITE INFORMATION & AGENCY COMMENTS SUMMARY

INFORMATION/REVIEWING AGENCY				
Environmental:	Comments Received	Objections	Conditions Requested	Additional Information/Comments
Environmental Protection Commission	⊠ Yes □ No	☐ Yes 図 No	☐ Yes ⊠ No	
Natural Resources	☐ Yes ⊠ No	☐ Yes ⊠ No	☐ Yes ⊠ No	
Conservation & Environ. Lands Mgmt.	⊠ Yes □ No	☐ Yes ⊠ No	☐ Yes ⊠ No	
Check if Applicable:  ☐ Wetlands/Other Surface Waters		Vater Wellfield Pro t Wildlife Habitat (		fe Habitat Area)
☐ Use of Environmentally Sensitive Land Credit	☐ Coastal H	ligh Hazard Area burban/Rural Scer		
<ul> <li>✓ Wellhead Protection Area</li> <li>☐ Surface Water Resource Protection Area</li> </ul>	☐ Adjacent	to ELAPP property	,	
Public Facilities:	Comments Received	objections	Conditions Requested	Additional Information/Comments
Transportation  ⊠ Design Exc./Adm. Variance Previously Approved ⊠ Off-site Improvements Provided	□ Yes □ No	☐ Yes ⊠ No	□ Yes ⊠ No	
Service Area/ Water & Wastewater  ⊠Urban □ City of Tampa □Rural □ City of Temple Terrace	⊠ Yes □ No	□ Yes ⊠ No	☐ Yes ☒ No	
Hillsborough County School Board  Adequate □ K-5 □ 6-8 □ 9-12 □ N/A  Inadequate □ K-5 □ 6-8 □ 9-12 □ N/A	⊠ Yes □ No	□ Yes ⊠ No	□ Yes ⊠ No	
Impact/Mobility Fees (Fee estimate is based on a 1,200 square foot, Mobility: \$6,661 * 108 units = \$719,388 ***(S Parks: \$1,555 * 108 units = \$167,940 School: \$3,891 * 108 units = \$429,948 Fire: \$249 * 108 units = \$26,892 Total Multi-Family (1-2 story) = \$1,344,168  Urban Mobility, Northeast Park/Fire - 108 MF units	ee note in Sum	nmary below)	amont working	with the affordable bousing
department.			_	_

BOCC LUM MEETING DATE: May 13, 2025		Case Re	eviewer: IIm Lam	ipkin, AICP				
If Annual HH Income is between 50% - 80% SHIP definition a unit as described above would have a rate of \$4,453 per unit.								
Comprehensive Plan:	Comments Received	Findings	Conditions Requested	Additional Information/Comments				
Planning Commission								
☐ Meets Locational Criteria     ⊠N/A	⊠ Yes	☐ Inconsistent	□ Yes					
$\square$ Locational Criteria Waiver Requested	□ No	⊠ Consistent	⊠ No					
☐ Minimum Density Met ⊠ N/A								

#### **5.0 IMPLEMENTATION RECOMMENDATIONS**

PD 25-0145

March 24, 2025

#### 5.1 Compatibility

APPLICATION NUMBER:

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The applicant seeks to develop an approximately 3.10-acre unified development consisting of one folio located at the north side of Bryan Road north of the T-intersection of Estevez Lane. The on-ramp from Dr. Martin Luther King, Jr. Blvd. is +/-850 feet west of the subject site; however, Bryan Road is a dead-end road with the subject property located approximately 650 feet to the road end to the west with +/-200 feet between the end of Bryan Road and the Interstate 75 on-ramp. The request is for a rezoning from Agricultural Rural (AR) to Planned Development (PD) to allow for the development of 108 multi-family affordable residential units.

The immediate area on the north side of Bryan Road is approved (pursuant to Planned Development 12-0196) and developed with commercial and office type uses surrounding the entire north and west boundary of the property. North and west adjacent to the subject site is approved for up to a maximum of 650,000-sf hotel, light industrial warehouse uses and MF up to 20 du/acre. The immediate area east-southeast of the subject property are AR zoned properties, which are both vacant and developed with single-family homes.

The applicant proposes a maximum building height of 45 feet and requests relief from the two additional feet of setback for every foot over 20 feet in height compatibility setbacks from the property boundaries (50-foot setback in addition to to the proposed buffer). The applicant states this is in part to facilitate the development of affordable housing. The applicant provides justification within the request narrative for support of relief including design features such as providing a 6-foot-high masonry wall surrounding all adjacent property boundaries excluding perimeter areas adjacent to a road right-of-way. The applicant notes substantial existing setbacks on the adjacent subject property which includes a +/-275-foot-wide area developed with a retention pond and surrounding green space to the north and +/-125-foot-wide green area to the west adjacent to the proposed location of the multi-family structure.

The applicant requests variations to Land Development Code Parts 6.06.00 (Landscaping/Buffering) as follows.

#### **West Property Boundary:**

The applicant proposes a 10-foot-wide buffer w/Type "A" Screening. The required buffer is a 20-foot-wide buffer with Type "B" screening. In lieu of the Type "B" screening which requires additional vegetation, the applicant proposes a 6-foot-high masonry wall which is normally a Type "C" screening requirement along with additional vegetated screening. Staff notes that the property to the immediate west is located within PD 12-0196, designated as an area that does not allow industrial/warehouse uses immediately to the west as it is south of a designated "Land Use Restriction Line" which runs parallel to the subject site's north boundary line. There is an approximately 125-foot greenspace to the immediate west of the subject site. The applicant provides additional justification in their variation request.

#### North (A) Boundary:

The applicant proposes a 10-foot-wide buffer w/Type "A" Screening. The required buffer is a 30-foot-wide buffer

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with Type "C" screening. The applicant proposes a 6-foot-high masonry wall which is normally a Type "C" screening requirement along with additional vegetated screening. The applicant provides additional justification in their variation request including that the subject property to the immediate north is an approximately 275-foot area developed with a retention pond and surrounding green space.

#### East (A) Boundary:

The applicant proposes a 10-foot-wide buffer w/Type "A" Screening. The required buffer is a 30-foot-wide buffer with Type "C" screening. The applicant proposes a 6-foot-high masonry wall which is normally a Type "C" screening requirement along with additional vegetated screening. The applicant provides additional justification in their variation request including that the subject property to the immediate west is an approximately has a substantial setback adjacent to the west property boundary.

Additional justification was included in the applicant's submittal for the variations. Staff has reviewed the justification statement submitted by the applicant and finds they provided criteria responses per LDC Section 5.03.06.C.6. The Rezoning Hearing Master's recommendation for this application is required to include a finding on whether the requested variance meets the criteria for approval.

The applicant has not requested any additional variations from the general site development requirements found in Parts 6.05.00, Parking and Loading; or 6.07.00, Fences and Walls of the Land Development Code. The application shall be required to be in compliance with all other requirements of the Hillsborough County Land Development Code.

#### 5.2 Recommendation

Based on the above considerations, staff finds the request approvable, subject to conditions and authorization for the Director of the Affordable Housing Department to execute the attached Land Use Restriction Agreement.

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Prior to site plan certification, the applicant shall complete the following:

- 1. Revise "Proposed Units: 109 dwelling units" to "Proposed Units: 108 dwelling units".
- 2. Revise "Maximum Building Coverage 70%" to "Maximum Building Coverage: 30%".

#### **6.0 PROPOSED CONDITIONS**

Approval of the request, subject to the conditions listed below, is based on the general site plan submitted March 5, 2025.

1. The project shall be developed in general conformance with the March 5, 2025, site plan and be limited to the following uses.

Multi-Family residential with no Affordable Housing Density Bonus: A maximum of 62 multifamily dwelling units.

Multi-Family residential with an Affordable Housing Density Bonus: 63 to a maximum of up to 108 multifamily dwelling units. The developer shall enter into a Land Use Restriction Agreement (LURA) with the Hillsborough County Affordable Housing Department which shall provide for implementation of the below criteria. The LURA shall be executed and recorded prior to any application for site development permits beyond 62 multi-family units. Development of more than 62 units shall comply with the following:

Twenty percent (20%) of the proposed units in the Project must be affordable to households making 100% or less of the area median income ("AMI") for a period of at least 30 years, with a minimum of 50% of the affordable units set aside for incomes at or below 60% AMI; and

The Affordable Units shall be intermixed with, and not segregated from, the Dwelling Units in the Project which are not designated as Affordable Units ("Market Rate Units"). At all times, the Affordable Units must be at least reasonably comparable in terms of size, features and number of bedrooms to the Market Rate Units. Eligible Households shall not be excluded from using common area amenities within the Project.

No Affordable Unit shall be occupied by the Owner or any person related to or affiliated with the Owner or the operator of the Project.

The Owner shall maintain complete and accurate income records pertaining to each Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least six (6) years following the date of each such record.

The Owner shall, during the Affordability Period as defined herein, provide an Annual Report to the County's Affordable Housing Services Department ("Department") between May 1 and July 31 of each year, unless the Department, in its sole discretion, agrees in writing to a different reporting period. The Annual Report shall provide the following information regarding each Affordable Unit: (a) the unit address; (b) the number of persons residing in the Affordable Unit; (c) the Adjusted Gross Income of the persons residing in the Affordable Unit; (d) the monthly rent charged; and (e) any other information reasonably required to ensure compliance with this LURA and requested by the County. The Annual Report shall identify the dates of both the initial and the final certificates of occupancy for the Project.

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2. The development shall comply with the standards shown on the March 5, 2025, site plan and the following development standards.

a. Minimum Front Yard Building (South) Setback:
b. Minimum Rear (North) Building Setback:
c. Minimum Side Yard Building (West) Setback:
20 feet

d. Minimum Side Yard Building Setback

(East adjacent to Folio 65043.0000 & 65043.0010 and 65042.0000): 20 feet

e. Maximum building Coverage: 30%f. Maximum Impervious Surface: 80%g. Maximum Building Height: 45 feet\*

- 3. The subject property shall be subject to buffering and screening requirements of Section 6.06.06 of the Hillsborough County Land Development Code with the following exceptions.
  - The Western buffer shall be 10-feet width with Type "A" screening.
  - The Northern (A) buffer, as delineated on the site plan, shall be 10-feet width with Type "A" screening.
  - The Eastern (A) buffer, as delineated on the site plan, shall be 10-feet width with Type "A" screening.
  - Type A screening within the above referenced buffers shall consist of a 6-foot-tall masonry wall.
  - Type A screening within the above referenced buffers shall consist of a 6-foot-tall masonry wall.
  - Northern (B) and Eastern (B) buffers as delineated on the site plan, shall be 20-feet width with Type "C" screening.
- 4. The project shall be permitted one full access connection on Bryan Rd., as shown on the PD site plan.
- 5. With the initial increment of development, the developer shall construct a northbound to westbound left turn at the intersection of Williams Rd. and Bryan Rd.
- 6. A sidewalk is required along the project frontage.
- 7. Notwithstanding anything shown on the PD site plan, an internal sidewalk and ADA/pedestrian routes shall be provided consistent with County Land Development Code, Section 6.03.02.B.
- 8. If PD 25-0143 is approved, the County Engineer will approve the Design Exception (dated March 14, 2025, and found approvable with conditions on March 17, 2025), for E. 21st Ave. substandard road improvements. As E. 21st Ave. is a substandard roadway, the developer will be required to construct a pedestrian crossing and curb and gutter on Bryan Rd. consistent with the Design Exception. The County Engineer will approve the Design Exception with the condition that the crosswalk and appurtenances associated with the crosswalk shall be reviewed in accordance with Public Works requirements.
- 9. Notwithstanding anything on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the project boundaries.
- 10. Construction access shall be limited to those locations shown on the PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.

<sup>\*</sup>Height is not subject to the additional 2 feet for every foot over 20 feet per Section 6.01.01, endnote 8.

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- 11. If the notes and/or graphic on the site plan are in conflict with specific zoning conditions and/or the Land Development Code (LDC) regulations, the more restrictive regulation shall apply, unless specifically conditioned otherwise. References to development standards of the LDC in the above stated conditions shall be interpreted as the regulations in effect at the time of preliminary site plan/plat approval, unless otherwise stated herein.
- 12. The development of the project shall proceed in strict accordance with the terms and conditions contained in the Development Order, the General Site Plan, the land use conditions contained herein, and all applicable rules, regulations, and ordinances of Hillsborough County.
- 13. In accordance with LDC Section 5.03.07.C, the certified PD general site plan shall expire for the internal transportation network and external access points, as well as for any conditions related to the internal transportation network and external access points, if site construction plans, or equivalent thereof, have not been approved for all or part of the subject Planned Development within 5 years of the effective date of the PD unless an extension is granted as provided in the LDC. Upon expiration, re-certification of the PD General Site Plan shall be required in accordance with provisions set forth in LDC Section 5.03.07.C

**Zoning Administrator Sign Off:** 

J. Brian Grady

SITE, SUBDIVISION AND BUILDING CONSTRUCTION IN ACCORDANCE WITH HILLSBOROUGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.

Approval of this re-zoning petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtain all necessary building permits for on-site structures.

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### SITE, SUBDIVISION AND BUILDING CONSTRUCTION IN ACCORDNACE WITH HILLSBORO UGH COUNTY SITE DEVELOPMENT PLAN & BUILDING REVIEW AND APPROVAL.

Approval of this re-zoning petition by Hillsborough County does not constitute a guarantee that the project will receive approvals/permits necessary for site development as proposed will be issued, nor does it imply that other required permits needed for site development or building construction are being waived or otherwise approved. The project will be required to comply with the Site Development Plan Review approval process in addition to obtain all necessary building permits for on-site structures.

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May 13, 2025

Case Reviewer: Tim Lampkin, AICP

#### 7.0 ADDITIONAL INFORMATION / LAND USE RESTRICTION AGREEMENT

Prepared by and After Recording Return to: Hillsborough County Affordable Housing Services Attention: Director 601 E. Kennedy Blvd. 24th Floor Tampa, FL 33602 Folio No.: \_\_\_\_\_ (SPACE ABOVE THIS LINE FOR RECORDER'S USE) **DECLARATION** OF COVENANTS AND RESTRICTIONS for AFFORDABLE MULTI-FAMILY RENTAL UNITS THROUGH THE AFFORDABLE HOUSING DENSITY BONUS POLICY OF THE UNINCORPORATED HILLSBOROUGH COUNTY COMPREHENSIVE PLAN THIS DECLARATION OF COVENANTS AND RESTRICTIONS, also known as the Land Use Restriction Agreement, hereinafter referred to as the "LURA", is entered into this day of , 20 (the "Effective Date"), by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and RECITALS WHEREAS, the Owner is the owner in fee of that certain real property located in Hillsborough County, Florida, as legally described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and WHEREAS, the Owner seeks to rezone the Property from \_\_\_\_\_\_\_ to \_\_\_\_\_\_, and proposes to develop multifamily rental housing on the Property utilizing a density bonus (the "Project"), as generally depicted on the site plan submitted with rezoning application # , which rezoning was applied for in order to obtain approval for the Project; and WHEREAS, rezoning #\_\_\_\_\_ proposes an increase in allowable dwelling units per

acre from \_\_\_\_\_ to \_\_\_\_ pursuant to Objective 1.3 of the Housing Component of the Unincorporated Hillsborough County Comprehensive Plan (the "Density Bonus Policy"), which provides that the maximum residential density of a project may be increased when the purpose for the increase is to provide affordable housing for households of moderate or lower income;

and

WHEREAS, under the Density Bonus Policy, twenty percent (20%) of the proposed units in the Project must be affordable to households making 100% or less of the area median income ("AMI") for a period of at least 30 years, with a minimum of 50% of the affordable units set aside for incomes at or below 60% AMI; and

**WHEREAS,** the Density Bonus Policy provides that the bonus shall be memorialized in a Land Use Restriction Agreement; and

WHEREAS, in compliance with the provisions of the Density Bonus Policy and in order to obtain the additional dwelling units for the Owner's Project, the Owner agrees to restrict at least 20% of the total number of residential units to be developed on the Property as affordable housing, as defined herein; and

WHEREAS, to maintain compliance with the Density Bonus Policy, the Owner and the County wish to ensure that the restricted units are maintained as affordable housing for a period of not less than thirty (30) years, regardless of any subsequent changes in ownership of the Property; and

WHEREAS, on \_\_\_\_\_\_\_, 2025, the Hillsborough County Board of County Commissioners approved the form of this LURA and delegated authority to execute the LURA to the County Administrator or designee.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Owner do hereby contract and agree as follows:

#### 1. RECITALS.

The recitals set forth above are true and correct and incorporated into this LURA by reference.

#### 2. PROPERTY.

The Property subject to this LURA is further described in **Exhibit "A"**, attached hereto and incorporated herein by reference.

#### 3. DEFINITIONS.

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. "Adjusted Gross Income" means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Eligible Household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

- b. "Affordable" means that monthly rents including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the annual median Adjusted Gross Income for an Eligible Household.
- c. "Affordable Unit" or "Affordable Units" means those Dwelling Units that are Affordable to an Eligible Household. Affordable Unit(s) need not be limited to particular designated Dwelling Units within the Project but may be floating units that change over time. If the Project, as defined herein, is developed with the Maximum Number of Units, the number of Affordable Units within the Project shall be no fewer than \_\_\_\_ (\_\_\_) Affordable Units. Of the total number of Affordable Units within the Project, one-half of the units shall be affordable to Low Income Households.
- d. "**Dwelling Units**" means the residential rental units within the Project, including Affordable Units and those units which are market-rate. The Project is approved for no more than \_\_\_\_\_(\_\_\_) Dwelling Units (the "**Maximum Number of Units**"), of which at least 20 percent (20%) shall be Affordable Units.
- e. "Eligible Household(s)" means one or more natural persons or a family, the total annual adjusted gross household income of which is at or below 100 percent (100%) of the median annual Adjusted Gross Income for households within the state or the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, whichever is greater.
- f. "Low Income Household(s)" is an Eligible Household with a total annual adjusted gross household income which is at or below sixty percent (60%) of the median annual Adjusted Gross Income for households within the state or the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, whichever is greater.
- g. "**Project**" means the multifamily rental housing development on the Property for which the Owner is applying to obtain rezoning approval from the County.

#### 4. <u>USE AND OCCUPANCY OF THE PROPERTY.</u>

The Owner shall comply with the following restrictions regarding the use and occupancy of the Project for the duration of the Affordability Period as defined and established in Section 5 hereof:

- a. The Owner shall develop and maintain the Project as a multifamily rental housing development and shall rent and hold available for rental no fewer than twenty percent (20%) of the Dwelling Units as Affordable Units for rent exclusively to Eligible Households, with one-half the number of Affordable Units set aside for Low Income Households.
- b. In order to receive a certificate of occupancy for a building within the Project containing Dwelling Units, the number of Affordable Units in the building must, at a minimum be greater than or equal to 20% of the Dwelling Units within that building.
- c. For each Affordable Unit, the Owner shall be responsible for accepting rental applications and determining and verifying the Adjusted Gross Income of prospective tenants to ensure such tenants qualify as an Eligible Household. Adjusted Gross Income shall be calculated

by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination.

- d. Rents for all Affordable Units shall be Affordable to the Eligible Household occupying the Affordable Unit.
- e. The Affordable Units shall be intermixed with, and not segregated from, the Dwelling Units in the Project which are not designated as Affordable Units ("Market Rate Units"). At all times, the Affordable Units must be at least reasonably comparable in terms of size, features and number of bedrooms to the Market Rate Units. Eligible Households shall not be excluded from using common area amenities within the Project.
- f. No Affordable Unit shall be occupied by the Owner or any person related to or affiliated with the Owner or the operator of the Project.

#### 5. AFFORDABILITY PERIOD.

The Affordability Period shall commence upon the issuance of the first certificate of occupancy for the Project, and end after a period of no less than thirty (30) years from the last certificate of occupancy for the Project.

#### 6. <u>RECORDS</u>.

The Owner shall maintain complete and accurate income records pertaining to each Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least six (6) years following the date of each such record.

At a minimum, Owner shall maintain the following records for each occupied Affordable Unit:

- a. An Eligible Household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;
- b. A copy of the lease agreement listing the term of tenancy, the unit occupied, the rent, and identifying each tenant residing in the Affordable Unit;
  - c. Verification that the household is an Eligible Household as defined herein; and
  - d. Verification that the Eligible Household's rent is Affordable as defined herein.

#### 7. ANNUAL REPORT; MONITORING FEE.

a. The Owner shall, during the Affordability Period as defined herein, provide an Annual Report to the County's Affordable Housing Services Department ("**Department**") between May 1 and July 31 of each year, unless the Department, in its sole discretion, agrees in writing to a different reporting period. The Annual Report shall provide the following information regarding each Affordable Unit: (a) the unit address; (b) the number of persons residing in the Affordable Unit; (c) the Adjusted Gross Income of the persons residing in the Affordable Unit; (d) the monthly rent charged; and (e) any other information reasonably required to ensure compliance

with this LURA and requested by the County. The Annual Report shall identify the dates of both the initial and the final certificates of occupancy for the Project.

b. Subsequent to submittal of each Annual Report, the Department shall provide the Owner with a written fee statement for County's actual costs of monitoring the Project for the reporting period. The Owner shall pay the monitoring fee to the County within thirty (30) days of receipt of the fee statement. Failure to make a full and timely payment shall be a violation of this LURA, subject to the enforcement provisions of Section 11.

## 8. <u>MAINTENANCE OF THE PROPERTY AND COMPLIANCE WITH APPLICABLE</u> LAWS.

- a. The Owner shall at all times operate the Project in conformity with all federal, state and local laws, rules, regulations, ordinances and orders which may be applicable to the Project, including but not limited to the Federal Fair Housing Act, as implemented by 24 CFR Part 100, the Florida Fair Housing Act, the Americans with Disabilities Act of 1990, and the Florida Americans with Disabilities Accessibility Implementation Act, as amended.
- b. The Owner shall maintain the Project and the Property in a condition which is consistent with the County's Land Development Code and Property Maintenance Code (Hillsborough County Code of Laws and Ordinances, Part A, Chapter 8, Article IV).

#### 9. MONITORING AND INSPECTION.

The Owner shall permit the County or its designee to inspect all records, in person or virtually, including but not limited to financial statements and rental records, pertaining to Affordable Units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this LURA. The County may, from time to time, make or cause to be made inspections of the Affordable Units and Project rental records to determine compliance with the conditions specified herein. The County shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the County shall give the Owner notice prior to any such inspection, specifying reasonable cause therefor related to the County's interest in enforcing this LURA.

#### 10. COVENANTS RUN WITH THE LAND.

All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the County, its successors and assigns, against the Owner, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions,

regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property or the Project. Prior to any transfer of interest in the Property or the Project, the Owner shall provide written notice to the County of the Owner's intent to transfer the Property or the Project in accordance with Section 17.

#### 11. <u>ENFORCEMENT</u>.

If the Owner violates any of the terms and conditions of this LURA or breaches a restriction, warranty, covenant, obligation or duty set forth herein, and if such violation or breach remains uncured for a period of thirty (30) days after written notice thereof, the County shall be entitled, in its sole discretion, to any or all of the remedies described below:

- a. If the County, by and through the Department, determines that the Owner has taken and diligently continues corrective action and that the breach cannot be corrected within the thirty (30) day period, the County may, in its sole discretion, allow the Owner up to six (6) months after first notice to cure the breach.
- b. The County may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The County shall be entitled to recover its costs and expenses and reasonable attorneys' fees in any such judicial proceeding where the County shall prevail.
- c. The County may require that the Annual Report required pursuant to Section 7 hereof be provided quarterly for so long as the County deems reasonable and necessary.
- d. In the event that the violation or breach requires that the County undertake additional monitoring of the Project, the County, in its sole discretion, may require the Owner to pay to the County a compliance monitoring fee for supplemental monitoring in the amount necessary to reimburse the County for performing such supplemental monitoring. This fee shall be in addition to, and distinct from, any reimbursement of costs and legal fees to which the County may be entitled as a result of judicial enforcement action and any fines payable to the County pursuant to Subsection 11.e. hereof and shall be payable without respect to whether the County undertakes or succeeds in judicial enforcement or code enforcement activities. The County's right to be compensated for additional monitoring shall, at the Department's discretion, extend for a period of up to two years following the most recent finding of noncompliance with this LURA. The County shall submit written fee statements to the Owner on a quarterly basis which shall be paid by the Owner within thirty (30) days of receipt.
- e. The rezoning for this Project was approved by the County in consideration of the Owner's agreement to comply with the terms and conditions of this LURA for the duration of the Affordability Period. Therefore, a violation of the terms and conditions of this LURA constitutes a violation of the approved zoning for the Project and such violation may, at the election of the County, be enforced as provided in Chapter 162, Parts I and II, of the Florida Statutes and Part A, Chapter 14, Articles II and III, of the Hillsborough County Code of Laws and Ordinances, which,

among other remedies, would enable the County to impose fines or issue citations for noncompliance and to place liens on the Property. The Owner irrevocably consents to the jurisdiction of the Hillsborough County Code Enforcement Board and Hillsborough County Code Enforcement Special Magistrate for all purposes related to enforcement of this LURA and expressly waives any objection or defense to such jurisdiction.

- f. The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation.
- g. Any failure of the County to enforce this LURA shall not be deemed a waiver of the right to do so thereafter.

#### 12. <u>SUBORDINATION</u>.

The Owner shall obtain and record in the official public records of Hillsborough County the written consent and subordination to this LURA and the requirements hereof of any prior recorded lienholder of record on the Property in a form substantially similar to that attached as **Exhibit "B"**. Copies of the executed and acknowledged lienholder's consent(s), if any, shall be provided to the County for review and approval along with a current title opinion or property information report prior to the acceptance by the County of a preliminary site development plan application or site development construction plans for the Project.

#### 13. REPRESENTATIONS AND WARRANTIES OF OWNER.

The Owner warrants and represents that:

- a. The Owner has the full power, authority and capacity to enter into this LURA and to carry out the Owner's obligations as described in this LURA; and
- b. The execution and performance of this LURA by the Owner will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Property is bound, and will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

#### 14. <u>RELEASE</u>.

The Owner hereby releases the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, from and against any and claims, demands, damages, actions or causes of action, whether in law or in equity, which the Owner has or may have, by reason of the Owner's decision to proceed with the Project in reliance on this LURA.

#### 15. RECORDATION, EFFECTIVE DATE AND DURATION.

a. This LURA and any amendments hereto shall be recorded by the County in the Official Public Records of Hillsborough County, Florida, and the County shall pay all fees and charges incurred in connection therewith.

- b. This LURA shall become effective as of the Effective Date set forth above and upon recording of this LURA in the Official Public Records of Hillsborough County, Florida.
- c. This LURA and the restrictions provided herein shall run with the Property and shall remain in effect until the termination of the Affordability Period.
- d. Upon conclusion of the Affordability Period, the covenants herein shall be deemed satisfactory complied with unless documents properly and timely recorded with the Hillsborough County Clerk of the Circuit Court indicate otherwise, and the County and the Owner will execute a recordable document further evidencing such termination.

#### 16. MODIFICATION OF AGREEMENT.

The County and its successors and assigns and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and the Owner, or their successors and assigns.

The County and Owner, and their respective successors and assigns, agree to amend or modify this LURA in the event that subsequent changes in state or federal law require such amendments or modifications.

#### 17. NOTICE.

All notices which may be given pursuant to this LURA shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

#### **COUNTY:**

Attn: Director
Hillsborough County
Affordable Housing Services Department
P.O. Box 1110
Tampa, FL 33601

OWNER:											
_	_										

#### 18. SEVERABILITY.

If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

#### 19. <u>ENTIRE AGREEMENT</u>.

This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

#### 20. <u>VENUE AND GOVERNING LAW.</u>

Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed, and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

#### 21. MULTIPLE COUNTERPARTS.

This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

#### 22. <u>ELECTRONIC SIGNATURES AUTHORIZED.</u>

The County and the Owner agree that this LURA and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

#### THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS HERETO**, the parties herein have caused this LURA to be executed at the place and on the day specified hereinabove.

#### HILLSBOROUGH COUNTY, FLORIDA

Signed, sealed and delivered in the presence of:	
	By: County Administrator/Designee
Witness Signature	
Name typed or printed	
Witness Signature	
Name typed or printed	
STATE OF FLORIDA ) COUNTY OF HILLSBOROUGH )	
The foregoing instrument was acknowledge	ged before me by means of $\square$ physical presence or $\square$ online
notarization, this(date) by	(name of officer or agent, title of officer or
= ' = -	or or their designee, on behalf of the County. He/she is
personally known to me or has produced	(type of identification) as identification.
[Notary Seal]	
	Notary Public
	Name typed, printed or stamped My Commission Expires:

**OWNER:** 

Signed, sealed and delivered in the presence of:	
Witness Signature	-
Name printed or typed	[Name, Title] [Organization]
Witness Signature	-
Name typed or printed	_
STATE OF	)
COUNTY OF	)
The foregoing instrument was acknowled	dged before me by means of □ physical presence or □ online
notarization, this (date) by	(name of officer or agent, title of officer or
agent) of(name of co	ompany acknowledging), a (state or place
of incorporation) company, on behalf of	f the company. He/she is personally known to me or has
produced (type of identif	fication) as identification.
[Notary Seal]	
	Notary Public
	Name typed, printed or stamped My Commission Expires:

### **EXHIBIT A**

to

# LAND USE RESTRICTION AGREEMENT LEGAL DESCRIPTION

Folio:			
Address:			

**Legal Description:** 

#### **EXHIBIT B**

to

## LAND USE RESTRICTION AGREEMENT CONSENT AND SUBORDINATION OF LIENHOLDER

Prepared by:
[name]
[title, organization]
[address]
After Recording Return to:
Hillsborough County Affordable Housing Services
Attention: Director
601 E. Kennedy Blvd. 24th Floor
Tampa, FL 33602
Folio No.:
(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

#### CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned Lender hereby conser	nts to the execution of the Declaration of Covenants and
Restrictions ("LURA") by and between	Hillsborough County, a political subdivision of the Stat
of Florida, and	, a
("Owner") the owner of the property id	entified as Exhibit "A" to the LURA (the "Property").
copy of the LURA is attached hereto a	s Exhibit "1".

The undersigned Lender hereby subordinates its lien(s) on the Property to the LURA and the covenants, conditions, and restrictions therein, such that a foreclosure (or the execution of an instrument in lieu of foreclosure) of the Lender's lien(s) shall not extinguish the LURA.

The Lender acknowledges and agrees, and this Consent and Subordination of Lienholder shall be recorded by the Owner in the official public records of Hillsborough County, Florida, and a copy of the recorded document shall be provided by the Owner to the Lender.

#### LENDER:

Signed, sealed and delivered in the presence of:	
Witness Signature	
Name printed or typed	[Name, Title] [Organization]
Witness Signature	
Name typed or printed	
STATE OF	)
COUNTY OF	
notarization, this(date) by agent) of(name of com	ed before me by means of □ physical presence or □ online
[Notary Seal]	
	Notary Public
	Name typed, printed or stamped My Commission Expires:

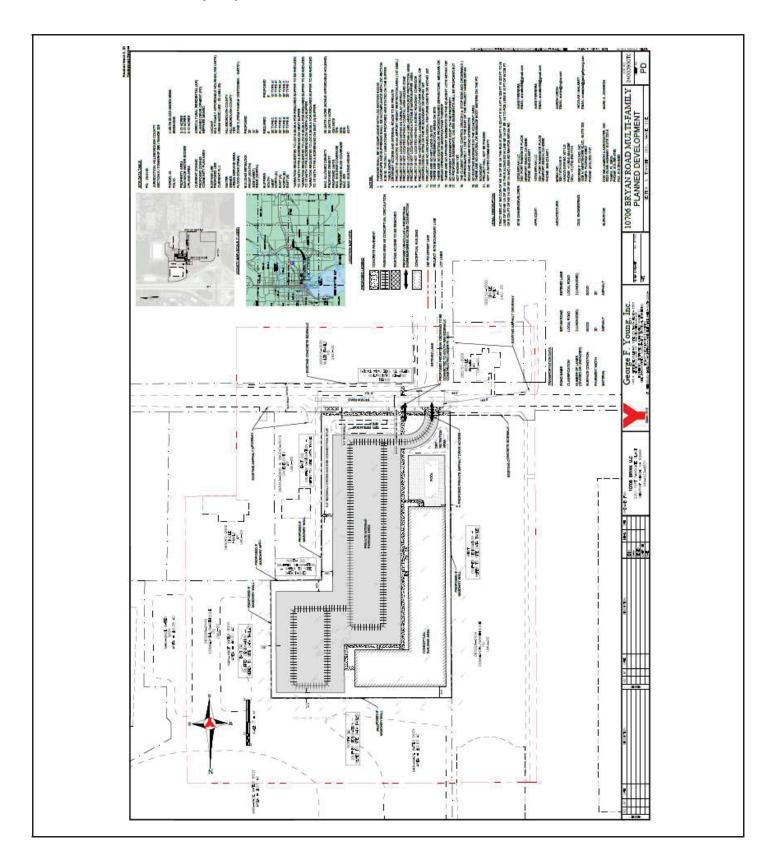
#### **EXHIBIT "1" to CONSENT AND SUBORDINATION OF LIENHOLDER**

[attach Affordable Housing Density Bonus Declaration of Covenants and Restrictions between Owner and County]

APPLICATION NUMBER:	PD 25-0145	
ZHM HEARING DATE:	March 24, 2025	

BOCC LUM MEETING DATE: May 13, 2025 Case Reviewer: Tim Lampkin, AICP

#### 8.0 PROPOSED SITE PLAN (FULL)



APPLICATION NUMBER: PD 25-0145

ZHM HEARING DATE: March 24, 2025
BOCC LUM MEETING DATE: May 13, 2025

Case Reviewer: Tim Lampkin, AICP

#### 9.0 FULL TRANSPORTATION REPORT (see following pages)

#### AGENCY REVIEW COMMENT SHEET

TO: Zon	ing Technician, Development Services Department	<b>DATE:</b> 03/17/2025		
	WER: Richard Perez, AICP, Executive Planner ING AREA/SECTOR: SM/CENTRAL	AGENCY/DEPT: Transportation PETITION NO: PD 25-0145		
	This agency has no comments.			
	This agency has no objection.			
X	This agency has no objection, subject to listed or attached conditions.			
	This agency objects, based on the listed or attached co	onditions.		

#### **CONDITIONS OF APPROVAL**

- 1. The project shall be permitted one full access connection on Bryan Rd., as shown on the PD site plan.
- 2. With the initial increment of development, the developer shall construct a northbound to westbound left turn at the intersection of Williams Rd. and Bryan Rd.
- 3. A sidewalk is required along the project frontage.
- 4. Notwithstanding anything shown on the PD site plan, an internal sidewalk and ADA/pedestrian routes shall be provided consistent with County Land Development Code, Section 6.03.02.B.
- 5. If PD 25-0143 is approved, the County Engineer will approve the Design Exception (dated March 14, 2025, and found approvable with conditions on March 17, 2025), for E. 21st Ave. substandard road improvements. As E. 21st Ave. is a substandard roadway, the developer will be required to construct a pedestrian crossing and curb and gutter on Bryan Rd. consistent with the Design Exception. The County Engineer will approve the Design Exception with the condition that the crosswalk and appurtenances associated with the crosswalk shall be reviewed in accordance with Public Works requirements.
- 6. Notwithstanding anything on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the project boundaries.
- 7. Construction access shall be limited to those locations shown on the PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.

#### PROJECT SUMMARY AND ANALYSIS

The applicant is requesting to rezone a +/- 3.1-acre parcel, from Agricultural Residential (AR) to Planned Development (PD) to construct up to 110 multi-family units. The site is located on the north side Bryan Rd., west of Williams Rd. The Future Land Use designation is Urban Mixed Use 20 (UMU-20).

#### Trip Generation Analysis

The applicant submitted a trip generation and site access analysis as required by the Development Review Procedures Manual (DRPM). Staff has prepared a comparison of the trips potentially generated under the existing and proposed zoning designations, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's Trip Generation Manual, 11<sup>th</sup> Edition.

**Existing Zoning** 

Land Use/Size	24 Hour Two-	Total Peak Hour Trips	
	Way Volume	AM	PM
AR:1 Single Family Detached Unit (ITE Code 210)	9	1	1

**Proposed Rezoning** 

Land Use/Size	24 Hour Two- Way Volume	Total Peak Hour Trips	
	way volume	AM	PM
PD: 110 Multi Family Units (ITE 221)	478	37	43

**Trip Generation Difference** 

Land Use/Size	24 Hour Two-Way Volume	Land Use/Size   Hollr Trip		
	Volume	AM	PM	
Difference	(+)469	(+)36	(+)42	

The proposed PD rezoning is anticipated to increase the number of trips potentially generated by development by +469 average daily trips and +36 a.m. peak hour trips, and +42 p.m. peak hour trips.

#### TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

Bryan Rd. is a 2-lane, substandard, local roadway. The roadway is characterized by +/-20-foot-wide pavement in average condition, lying within +/-50 feet of right-of-way. There are sidewalks on both sides and no curb and gutter within the vicinity of the project.

#### SITE ACCESS AND CONNECTIVITY

The PD site plan proposes a full access vehicular and pedestrian connection on E. 21st Ave. Dead-end roadway as such site arrival includes Bryan Rd. and Williams Rd. intersection.

As demonstrated in the detailed site access analysis conducted by the applicant's traffic engineer, a northbound to westbound left turn lane is warranted at the intersection of Williams Rd. and Bryan Rd.

Notwithstanding anything shown in the PD site plan or in the PD conditions to the contrary, pedestrian access may be permitted anywhere along the project boundary consistent with the LDC.

#### REQUESTED DESIGN EXCEPTION: BRYAN RD.

As Bryan Rd. is a substandard local roadway, the applicant's Engineer of Record (EOR) submitted a Design Exception request for the roadway (dated March 14, 2025) to determine the specific improvements that would be required by the County Engineer. Based on factors presented in the Design Exception request, the County Engineer found the Design Exception request approvable (on March 17, 2025). The developer will be required to construct a sidewalk and curb and gutter on Bryan Rd. consistent with the Design Exception.

If this zoning is approved, the County Engineer will approve the Design Exception request with conditions, as specified hereinabove.

#### **ROADWAY LEVEL OF SERVICE (LOS) INFORMATION**

Roadway Level of Service (LOS) provided for informational purposes only. Bryan Rd. is not a regulated roadway.

FDOT Generalized Level of Service				
Roadway	From	То	LOS Standard	Peak Hr Directional LOS
WILLIAMS RD	BROADWAY AVE	E SLIGH AVE	D	С

Source: 2020 Hillsborough County Level of Service (LOS) Report

# Ratliff, James

From: Williams, Michael

Sent: Monday, March 17, 2025 2:27 PM
To: Ratliff, James; Tirado, Sheida
Cc: Perez, Richard; PW-CEIntake

**Subject:** RE: RZ PD 25-0145 - Design Exception Review

No. The TTM does not really address crosswalks so it should be in accordance with that.

The crosswalk and appurtenances associated with the crosswalk shall be constructed by the developer in accordance with Public Works requirements.

Mike

From: Ratliff, James <RatliffJa@hcfl.gov> Sent: Monday, March 17, 2025 1:49 PM

**To:** Williams, Michael <WilliamsM@hcfl.gov>; Tirado, Sheida <TiradoS@hcfl.gov> **Cc:** Perez, Richard <PerezRL@hcfl.gov>; PW-CEIntake <PW-CEIntake@hcfl.gov>

Subject: RE: RZ PD 25-0145 - Design Exception Review

Sheida or Mike,

Can you please confirm that the condition should state "The crosswalk and appurtenances associated with the crosswalk shall be reviewed by Public Works and shall be constructed by the developer in accordance with Transportation Technical Manual (TTM) requirements."

Thank you,

### James Ratliff, AICP, PTP (he/him/his)

### **Principal Planner**

Development Services Department, Transportation Review

E: <u>RatliffJa@HCFL.gov</u> P: (813) 307-1924

601 E. Kennedy Blvd., Tampa, FL 33602

### **HCFL.gov**

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# Hillsborough County Florida

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Williams, Michael < WilliamsM@hcfl.gov > Sent: Monday, March 17, 2025 12:08 PM

To: Malabet, Nicolas < nmalabet@georgefyoung.com >

**Cc:** <u>michael@flamingohomes.com</u>; <u>anneferr@bertsproperty.com</u>; Lampkin, Timothy <<u>LampkinT@hcfl.gov</u>>; Ratliff, James <<u>RatliffJa@hcfl.gov</u>>; Perez, Richard <<u>PerezRL@hcfl.gov</u>>; Tirado, Sheida <<u>TiradoS@hcfl.gov</u>>; De Leon, Eleonor <DeLeonE@hcfl.gov>; PW-CEIntake <PW-CEIntake@hcfl.gov>

Subject: FW: RZ PD 25-0145 - Design Exception Review

Importance: High

Nicolas,

I have found the attached Design Exception (DE) for PD 25-0145 APPROVABLE with CONDITIONS. The Condition being that and appurtenances associated with the crosswalk required by the Public Works Department be installed.

Please note that it is you (or your client's) responsibility to follow-up with my administrative assistant, Eleonor De Leon (<u>DeLeonE@hcfl.gov</u> or 813-307-1707) after the BOCC approves the PD zoning or PD zoning modification related to below request. This is to obtain a signed copy of the DE/AV.

If the BOCC denies the PD zoning or PD zoning modification request, staff will request that you withdraw the AV/DE. In such instance, notwithstanding the above finding of approvability, if you fail to withdraw the request, I will deny the AV/DE (since the finding was predicated on a specific development program and site configuration which was not approved).

Once I have signed the document, it is your responsibility to submit the signed AV/DE(s) together with your initial plat/site/construction plan submittal. If the project is already in preliminary review, then you must submit the signed document before the review will be allowed to progress. Staff will require resubmittal of all plat/site/construction plan submittals that do not include the appropriate signed AV/DE documentation.

Lastly, please note that it is critical to ensure you copy all related correspondence to <u>PW-CEIntake@hcfl.gov</u>

Mike

Michael J. Williams, P.E.

Director, Development Review County Engineer

**Development Services Department** 

P: (813) 307-1851
M: (813) 614-2190
E: Williamsm@HCFL.gov

W: HCFLGov.net

**Hillsborough County** 

601 E. Kennedy Blvd., Tampa, FL 33602

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Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Tirado, Sheida < TiradoS@hcfl.gov>
Sent: Monday, March 17, 2025 11:29 AM
To: Williams, Michael < WilliamsM@hcfl.gov>

Cc: Ratliff, James <RatliffJa@hcfl.gov>; Perez, Richard <PerezRL@hcfl.gov>; De Leon, Eleonor <DeLeonE@hcfl.gov>

Subject: RZ PD 25-0145 - Design Exception Review

Importance: High

Hello Mike,

The attached DE is Approvable to me, please include the following people in your response:

nmalabet@georgefyoung.com michael@flamingohomes.com anneferr@bertsproperty.com lampkint@hcfl.gov ratliffja@hcfl.gov perezrl@hcfl.gov

Best Regards,

# Sheida L. Tirado, PE

# **Transportation Review Manager**

**Development Services Department** 

E: <u>TiradoS@HCFL.gov</u>

P: (813) 276-8364 | M: (813) 564-4676

601 E. Kennedy Blvd., Tampa, FL 33602

**HCFL.gov** 

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# Hillsborough County Florida

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# Supplemental Information for Transportation Related Administrative Reviews

#### Instructions:

- This form must be provided separately for each request submitted (including different requests of the same type).
- This form must accompany all requests for applications types shown below. Staff will not log in or assign cases that are not accompanied by this form, or where the form is partially incomplete.
- A response is required in every field. Blank fields or non-responsive answers will result in your application being returned.
- All responses must be typed.
- Please contact Eleonor de Leon at <u>deleone@HCFL.gov</u> or via telephone at (813) 307-1707 if you have questions about how to complete this form.

Request Type (check one)	<ul> <li>Section 6.04.02.B. Administrative Variance</li> <li>▼ Technical Manual Design Exception Request</li> <li>□ Alternative Parking Plan Request (Reference LDC Sec. 6.05.02.G3.)</li> <li>□ Request for Determination of Required Parking for Unlisted Uses (Reference LDC Sec. 6.05.02.G.1. and G.2.)</li> </ul>			
Submittal Type (check one)	☐ New Request ☐ Additional Information			
Submittal Number and Description/Running History (check one and complete text box using instructions provided below)	<b>x</b> 1. Design Exception to TS-3           □ 4.             □ 2.           □ 5.             □ 3.           □ 6.			
<b>Important:</b> To help staff differentiate multiple requests (whether of the same or different type), please use the above fields to assign a unique submittal number/name to each separate request. Previous submittals relating to the same project/phase shall be listed using the name and number previously identified. It is critical that the applicant reference this unique name in the request letter and subsequent filings/correspondence. If the applicant is revising or submitting additional information related to a previously submitted request, then the applicant would check the number of the previous submittal.				
Project Name/ Phase 10706 Bryan Road Multifamily				
Important: The name selected must be used on all full frequest is specific to a discrete phase, please also	uture communications and submittals of additional/revised information relating to this variance. list that phase.			
Folio Number(s)  65036-0000	Check This Box If There Are More Than Five Folio Numbers			
<b>Important:</b> List all folios related to the project, up to a maximum of five. If there are additional folios, check the box to indicate such. Folio numbers must be provided in the format provided by the Hillsborough County Property Appraiser's website (i.e. 6 numbers, followed by a hyphen, followed by 4 additional numbers, e.g. "012345-6789"). Multiple records should be separated by a semicolon and a space e.g. "012345-6789; 054321-9876").				
Name of Person Submitting Request	Nicolas Malabet			
Important: For Design Exception (DE) Requests, the DE request letter must be signed and sealed.	person submitting must be a Professional Engineer (PE) licensed within the state of Florida. The			
Current Property Zoning Designation	A-R			
Important: For Example, type "Residential Multi-Family Conventional – 9" or "RMC-9". This is not the same as the property's Future Land Use (FLU, Designation. Typing "N/A" or "Unknown" will result in your application being returned. This information may be obtained via the Official Hillsborough County Zoning Atlas, which is available at <a href="https://maps.hillsboroughcounty.org/maphillsborough/maphillsborough.html">https://maps.hillsboroughcounty.org/maphillsborough/maphillsborough.html</a> . For additional assistance, please contact the <a href="https://maps.hillsborough.html">Zoning Counselors</a> at the Center for Development Services at (813) 272-5600 Option 3.				
Pending Zoning Application Number	PD#25-0145			
	nter the application number proceeded by the case type prefix, otherwise type "N/A" or "Not 101 M for major modifications, PRS for minor modifications/personal appearances.			
Related Project Identification Number (Site/Subdivision Application Number)	N/A			

1 of 1

Important: This 4-digit code is assigned by the Center for Development Services Intake Team for all Certified Parcel, Site Construction, Subdivision

Construction, and Preliminary/Final Plat applications. If no project number exists, please type "N/A" or "Not Applicable".



March 14, 2025 File No. 24003900TC

Mr. Michael J. Williams, PE Director, Development Review Division Hillsborough County Development Services 601 East Kennedy Blvd., 20th Floor Tampa, FL 33602

Subject: 10706 Bryan Road Multifamily

Design Exception for Substandard Road Expansion

PD # 25-0145

Folio No. 65036-0000

Dear Mr. Williams:

This letter documents a request for a DESIGN EXCEPTION to Hillsborough County Transportation Technical Manual Section 1.7.2 association with PD# 25-0145 for the subject project site. The purpose of this request is to address the substandard road Bryan Road, which does not fully meet the standards for the Transportation Technical Manual (TTM) detail TS-3 (refer to **ATTACHMENT A**).

The subject parcel is currently vacant with open green space. The project proposes 108 residential multi-family residential units. Access to the proposed residential development is planned to be provided via one (1) new access driveway connection to Bryan Road aligning with Estevez Lane. Refer to **ATTACHMENT B** for the project Planned Development Plan and location map and **ATTACHMENT C** for the existing project site survey.

Per PD 25-0145 Bryan Road was found to be substandard in regards to LDC §6.04.03.L stating the following:

Improvements and upgrading of existing roadways are to conform with standards for new roadways of the same access class. Exception to these standards shall be allowed only where physically impossible for the permittee to comply or otherwise upgrade existing site conditions. All such exceptions shall be approved by the Director of Public Works.

This request is for a Design Exception to TS-3 for Bryan Road from the project entrance until the improvements recently constructed to Bryan Road east of the project's proposed driveway under PI#6011 (Alliance Residential). The existing 2-lane section from the project's driveway to PI#6011 improvements currently has the following characteristics:

- a) Lane Width -The existing section currently has 2 (10) foot lanes in average width.
- b) Sidewalk The existing section currently has a 5' sidewalk on the south right of way and no sidewalk on the north right of way from the project driveway to Williams Road.
- c) Right of Way The existing right of way is 50 feet.



d) Curbs and Gutter - The existing road has no curbing.

In conjunction with the development of the project, the developer proposes to improve Bryan Road from the proposed access to PI#6011 recent right of way improvements, per the below information. The following is a summary of the proposed typical section for the project in comparison to TS-3:

# From Proposed Project Driveway to PI#6011 Recent Improvements:

- e) Lane Width TS-3 has ten (10) foot lanes, and no lane expansions are proposed since the criteria is currently met.
- f) Sidewalk TS-3 has five (5) foot sidewalks on both sides of the road. A sidewalk pedestrian crossing from the site to the existing sidewalk on the south right of way of Bryan Road.
- g) Right of Way TS-3 has fifty (50) feet of right of way minimum. The proposed right of way is to be 50 feet.
- h) Curb and Gutter TS-3 has a valley gutter on both sides of the road. A valley gutter is proposed on the south right of way of Bryan Road to match PI#6011 recent improvements.

**ATTACHMENT D** illustrates the proposed improvements to 10706 Bryan Road Multi Family.

The developer commits to milling and resurfacing the two (2) existing lanes on Bryan Road from the proposed driveway to PI#6011 recent improvements.

Based on the above, it is our opinion, the proposed improvements from the project driveway until the recent improvements of PI#6011 will mitigate the traffic impact of the project and meet the intent of the TTM to the extent feasible considering the project scale.



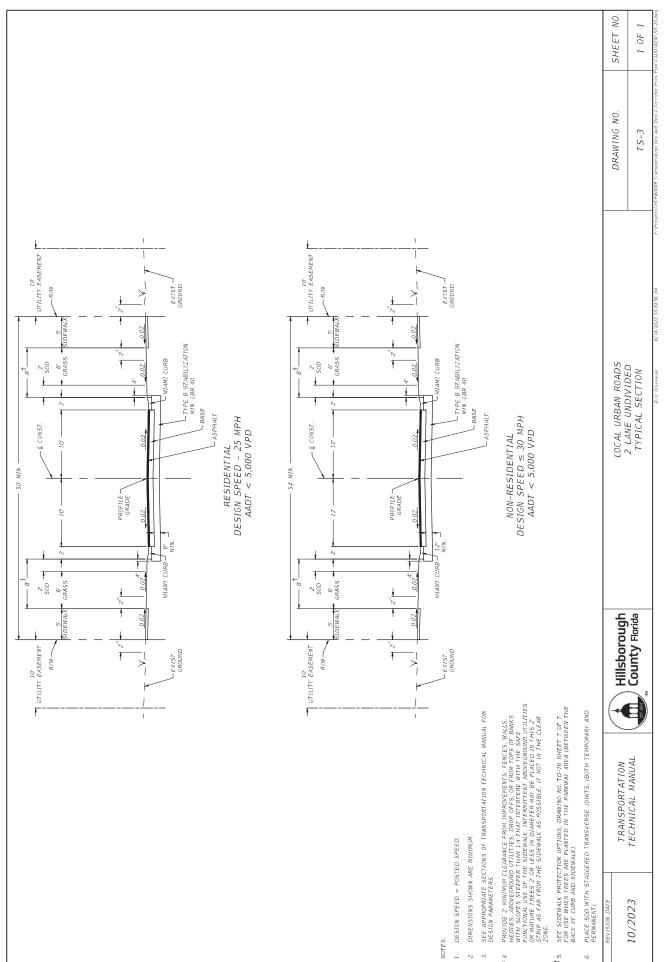
Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely, George F. Young, Inc. Nicolas Malabet, PE This item has been digitally signed and Project Manager, Civil Engineering sealed by Nicolas I. Malabet, PE, on the P: 813-223-1747 date adjacent to the seal. Printed copies E: nmalabet@georgefyoung.com are not considered signed and sealed and the signature must be verified on any electronic copies. NMM/JR cc: Jaime Rojas, El, GFY Encl. Attachments County Engineer's Condition: Based on the information provided by the applicant this request is: The crosswalk and appurtenances associated with the crosswalk shall be reviewed in \_\_\_\_\_ Approved with Conditions accordance with Public Works requirements. **Approved** Disapproved Mr. Michael J. Williams, P.E. Hillsborough County Engineer on \_\_\_\_\_



# ATTACHMENT A

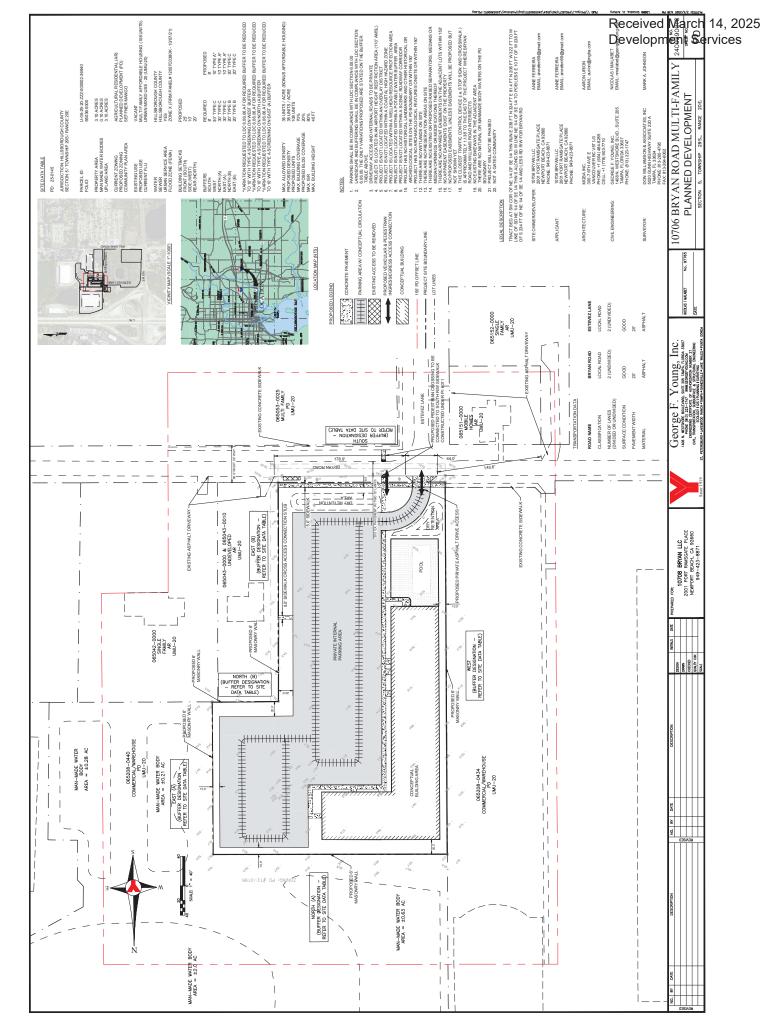
TS-3





# ATTACHMENT B

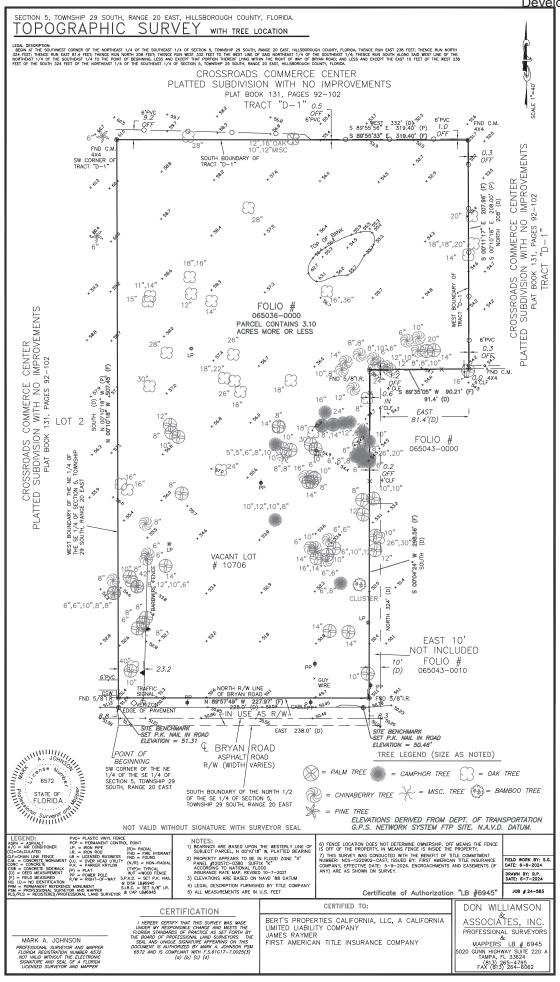
PLANNED DEVELOPMENT SITE PLAN





# ATTACHMENT C

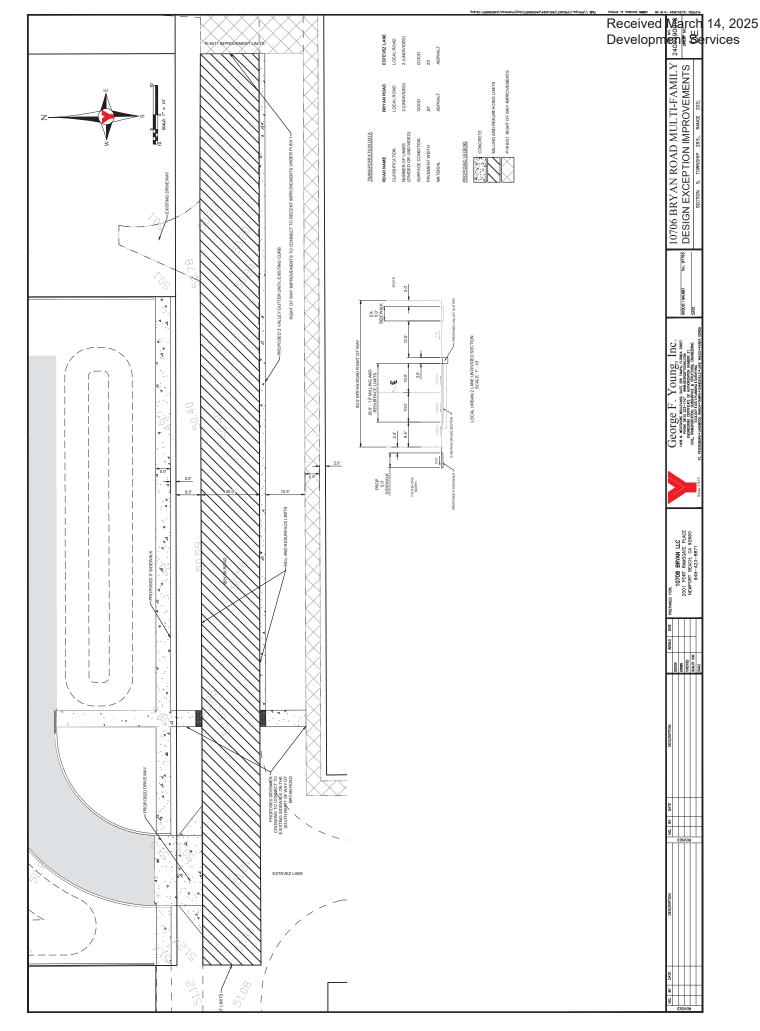
SITE SURVEY





# ATTACHMENT D

BRYAN ROAD IMPROVEMENTS



# **Transportation Comment Sheet**

# 3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (check if applicable)			
Road Name	Classification	<b>Current Conditions</b>	Select Future Improvements
Bryan Rd.	County Local - Urban	2 Lanes  ⊠Substandard Road  ⊠Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>□ Site Access Improvements</li> <li>⋈ Substandard Road Improvements</li> <li>□ Other</li> </ul>
Williams Rd.	County Collector - Urban	2 Lanes  ⊠Substandard Road  □Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>⋈ Site Access Improvements</li> <li>□ Substandard Road Improvements</li> <li>□ Other</li> </ul>

<b>Project Trip Generation</b>	$\square$ Not applicable for this request		
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	9	1	1
Proposed	478	37	43
Difference (+/-)	+469	+36	+42

<sup>\*</sup>Trips reported are based on net new external trips unless otherwise noted.

<b>Project Boundary</b>	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North		None	None	Meets LDC
South	X	None	None	Meets LDC
East		None	None	Meets LDC
West		None	None	Meets LDC

<b>Design Exception/Administrative Variance</b> ⊠Not applicable for this request		
Road Name/Nature of Request	Туре	Finding
Bryan Rd./Substandard Roadway	Design Exception Requested	Approvable with Conditions
Notes:		

4.0 Additional Site Information & Agency Comments Summary			
Transportation	Objections	Conditions Requested	Additional Information/Comments
<ul><li>☑ Design Exception/Adm. Variance Requested</li><li>☑ Off-Site Improvements Provided</li></ul>	☐ Yes ☐ N/A ⊠ No	⊠ Yes □ No	See report.

# **COUNTY OF HILLSBOROUGH**

# RECOMMENDATION OF THE LAND USE HEARING OFFICER

**APPLICATION NUMBER:** RZ PD 25-0145

**DATE OF HEARING:** March 24, 2025

APPLICANT: 10708 Bryan LLC

**PETITION REQUEST:** A request to rezone property from AR to

PD to permit 108 multi-family affordable

housing dwelling units

**LOCATION:** 10706 Bryan Road

**SIZE OF PROPERTY:** 3.1 acres m.o.l.

**EXISTING ZONING DISTRICT**: AR

**FUTURE LAND USE CATEGORY**: UMU-20

SERVICE AREA: Urban

COMMUNITY PLAN: Seffner Mango

#### **DEVELOPMENT REVIEW STAFF REPORT**

\*Note: Formatting issues prevented the entire Development Services
Department staff report from being copied into the Hearing Master's
Recommendation. Therefore, please refer to the Development Services
Department web site for the complete staff report.

### 1.0 APPLICATION SUMMARY

**Development Services Department** 



Applicant: 10708 BRYAN LLC

FLU Category: UMU-20

Service Area: Urban

Site Acreage: Approximately 3.10 acres

Community Plan Area: Seffner Mango

Overlay: None

# Introduction Summary:

The applicant seeks to develop an approximately 3.10-acre unified development consisting of folio no. 65036.0000 located at the north side of Bryan Road north of the T-intersection of Estevez Lane. The request is for a rezoning from Agricultural Rural (AR) to Planned Development (PD) to allow for the development of 108 multi-family affordable residential units.

UMU-20 allows a maximum of 20 dwelling units per acre for a total of 62 units. The applicant proposes an Affordable Density Bonus based on the Comprehensive Plan Bonus Affordable Housing to allow 35 dwelling units per acre. The Affordable Housing Density bonus would allow up to 35 du per acre as allowed in the RES-35 for a total of 108 units.

Planning Commission Recommendation: CONSISTENT

Development Services Recommendation: APPROVABLE, Subject to Conditions.

PD Variation(s): LDC Part 6.06.00 (Landscaping/Buffering)

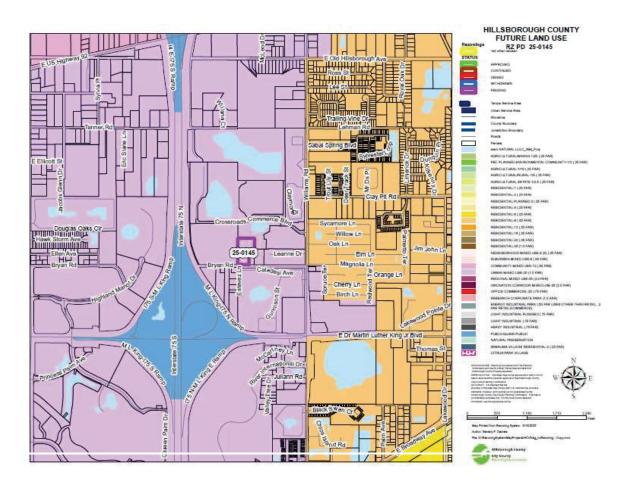
Waivers: None requested as part of this application.

Context of Surrounding Area:

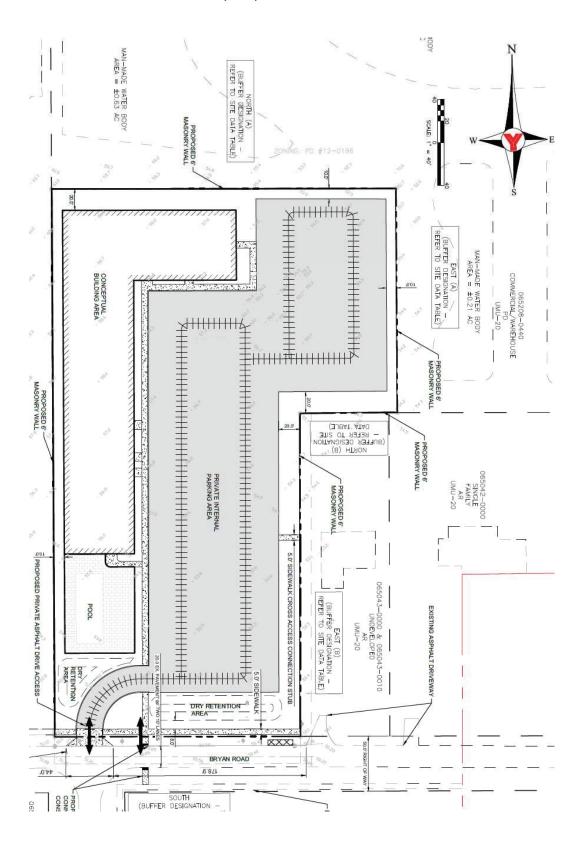
The subject property is located on the north side of Bryan Road north of the T-intersection of Estevez Lane & Bryan Road. The on-ramp from Dr. Martin Luther King, Jr. Blvd. is +/-850 feet west of the subject site; however, Bryan Road is a dead-end road with the subject property located approximately 650 feet to the road end to the west with +/-200 feet between the end of Bryan Road and the Interstate 75 on-ramp.

The area surrounding the property is developed with a mix of uses including a single-family home east/southeast of the subject site. To the immediate west and north of the subject site is a Planned Development (12-0196) developed and approved for a mix of uses including Parcel B located to the north and west which are developed with light industrial uses. South across Bryan Road are mobiles homes and PD 20-0382 approved for MF and commercial uses, and currently vacant.

# 2.0 LAND USE MAP SET AND SUMMARY DATA 2.2 Future Land Use Map



# 2.4 Proposed Site Plan (partial provided below for size and orientation purposes. See Section 8.0 for full site plan)



# 3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Road Name	Classification	Current Conditions	Select Future Improvements
Bryan Rd.	County Local - Urban	2 Lanes  ⊠ Substandard Road  ⊠ Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>□ Site Access Improvements</li> <li>⋈ Substandard Road Improvements</li> <li>□ Other</li> </ul>
Williams Rd.	County Collector - Urban	2 Lanes  ⊠ Substandard Road  □ Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>☑ Site Access Improvements</li> <li>□ Substandard Road Improvements</li> <li>□ Other</li> </ul>

	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	9	1	1
Proposed	478	37	43
Difference (+/-)	+469	+36	+42

<sup>\*</sup>Trips reported are based on net new external trips unless otherwise noted.

Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North	at s	None	None	Meets LDC
South	Х	None	None	Meets LDC
East	8	None	None	Meets LDC
West	*** **********************************	None	None	Meets LDC

Road Name/Nature of Request	Туре	Finding
Bryan Rd./Substandard Roadway	Design Exception Requested	Approvable with Conditions

# Additional Information/Comments

Public Facilities:

Transportation

Impact/Mobility Fees

(Fee estimate is based on a 1,200 square foot, Multi-Family Units 1-2 story) Mobility: \$6,661 \* 108 units = \$719,388 \*\*\*(See note in Summary below)

Parks: \$1,555 \* 108 units School: \$3,891 \* 108 units Fire: \$249 \* 108 units

Total Multi-Family (1-2 story) = \$1,344,168

Urban Mobility, Northeast Park/Fire - 108 MF units

\*\*\* mobility fees could be lower if project is an approved affordable housing development working with the affordable housing department.

If Annual HH Income is less than 50% SHIP definition a unit as described above would have a rate of \$3,793 per unit.

If Annual HH Income is between 50% - 80% SHIP definition a unit as described above would have a rate of \$4,453 per unit.				on a unit as described
Comprehensive Plan:	Comments Received	Findings	Conditions Requested	Additional Information/Comments
Planning Commission				
Meets Locational Criteria N/A Locational Criteria Waiver Requested	Yes No	Inconsistent Consistent	Yes No	
Minimum Density Met N/A				

#### 5.0 IMPLEMENTATION RECOMMENDATIONS

# 5.1 Compatibility

The applicant seeks to develop an approximately 3.10-acre unified development consisting of one folio located at the north side of Bryan Road north of the T-intersection of Estevez Lane. The on-ramp from Dr. Martin Luther King, Jr. Blvd. is +/-850 feet west of the subject site; however, Bryan Road is a dead-end road with the subject property located approximately 650 feet to the road end to the west with +/-200 feet between the end of Bryan Road and the Interstate 75 on-ramp. The request is for a rezoning from Agricultural Rural (AR) to Planned Development (PD) to allow for the development of 108 multi-family affordable residential units.

The immediate area on the north side of Bryan Road is approved (pursuant to Planned Development 12-0196) and developed with commercial and office type uses surrounding the entire north and west boundary of the property. North and west adjacent to the subject site is approved for up to a maximum of 650,000-sf hotel, light industrial warehouse uses and MF up to 20 du/acre. The immediate area east-southeast of the subject property are AR zoned properties, which are both vacant and developed with single-family homes.

The applicant proposes a maximum building height of 45 feet and requests relief from the two additional feet of setback for every foot over 20 feet in height compatibility setbacks from the property boundaries (50-foot setback in addition

to the proposed buffer). The applicant states this is in part to facilitate the development of affordable housing. The applicant provides justification within the request narrative for support of relief including design features such as providing a 6-foot-high masonry wall surrounding all adjacent property boundaries excluding perimeter areas adjacent to a road right-of-way. The applicant notes substantial existing setbacks on the adjacent subject property which includes a +/-275-foot-wide area developed with a retention pond and surrounding green space to the north and +/-125-foot- wide green area to the west adjacent to the proposed location of the multi-family structure.

The applicant requests variations to Land Development Code Parts 6.06.00 (Landscaping/Buffering) as follows.

# West Property Boundary:

The applicant proposes a 10-foot- The required buffer is a 20-foot-wide buffer B screening which requires additional vegetation, the applicant proposes a 6-foot-vegetated screening. Staff notes that the property to the immediate west is located within PD 12-0196, designated as an area that does not allow industrial/warehouse uses immediately to the west as it is south of an approximately 125-foot greenspace to the immediate west of the subject site. The applicant provides additional justification in their variation request.

# North (A) Boundary:

The applicant proposes a 10-foot- The required buffer is a 30-foot-wide buffer applicant proposes a 6-foot-

screening requirement along with additional vegetated screening. The applicant provides additional justification in their variation request including that the subject property to the immediate north is an approximately 275- foot area developed with a retention pond and surrounding green space.

# East (A) Boundary:

The applicant proposes a 10-foot- The required buffer is a 30-foot-wide buffer applicant proposes a 6-foot- screening requirement along with additional vegetated screening. The applicant provides additional justification in their variation request including that the subject property to the immediate west is an approximately has a substantial setback adjacent to the west property boundary.

Additional justification Staff has reviewed the justification statement submitted by the applicant and finds they provided criteria responses per LDC Section 5.03.06.C.6. The Rezoning Hearing Master's recommendation for this application is required to include a finding on whether the requested variance meets the criteria for approval.

The applicant has not requested any additional variations from the general site development requirements found in Parts 6.05.00, Parking and Loading; or 6.07.00, Fences and Walls of the Land Development Code. The application shall be required to be in compliance with all other requirements of the Hillsborough County Land Development Code.

### 5.2 Recommendation

Based on the above considerations, staff finds the request approvable, subject to conditions and authorization for the Director of the Affordable Housing Department to execute the attached Land Use Restriction Agreement.

Zoning conditions, which were presented Zoning Hearing Master hearing, were reviewed and are incorporated by reference as a part of the Zoning Hearing Master recommendation.

#### **SUMMARY OF HEARING**

THIS CAUSE came on for hearing before the Hillsborough County Land Use Hearing Officer on March 24, 2025. Ms. Michelle Heinrich of the Hillsborough County Development Services Department introduced the petition.

Mr. Michael Lerman 1050 Water Street Tampa testified on behalf of the applicant. Mr. Lerman showed graphics and detailed the requested rezoning for a PD with a density bonus for affordable housing. The proposed density if 35 units per acre. He described the surrounding properties and stated that he was aware of certain transportation improvements that would be required. He concluded his presentation by stating that he has executed the Lura agreement and obtained some HUD financing approvals.

Mr. Tim Lampkin Development Services Department testified regarding the County's staff report. Mr. Lampkin described the rezoning request for 108 multifamily affordable housing dwelling units on 3.01 acres. He described the surrounding area and stated that a few PD variations are requested regarding buffering and screening. Specifically, the applicant is requesting to reduce the required 20 foot buffer with Type B screening with a 10 foot buffer with Type A screening on the west side of the property. To the north, the applicant proposed to the reduce the required 30 foot buffer with Type C screening with a 10 foot buffer with Type A screening. Finally, the applicant requests to reduce the required 30 foot Type A buffer on the east with a 10 foot buffer with Type A screening. Mr. Lampkin clarified that the Lura Agreement was in process and is being reviewed by the County.

Hearing Master Finch asked Mr. about his testimony regarding the 2-to-1 setback relief. Mr. Lamkin replied that it was requested by the applicant but that it is not a waiver as the request is for a PD.

Ms. Willow Michie of the Planning Commission staff testified that the property is designated Urban Mixed Use-20 and is located in the Urban Service Area and the Seffner Mango Community Planning Area. She detailed the requested bonus density to encourage affordable housing and stated that the applicant has included buffering and screening techniques that allow the gradual transition of intensity. The Planning Commission staff found the rezoning consistent with the Comprehensive Plan.

Hearing Master Finch asked audience members if there were any proponents of the application. None replied.

Hearing Master Finch asked audience members if there were any opponents of the application. None replied.

County staff and Mr. Lerman did not have additional comments.

The hearing was then closed.

## **EVIDENCE SUBMITTED**

Mr. Lerman submitted HUD financing documents into the record.

#### **PREFACE**

All matters that precede the Summary of Hearing section of this Decision are hereby incorporated into and shall constitute a part of the ensuing Findings of Fact and Conclusions of Law.

### FINDINGS OF FACT

- 1. The subject site is 3.1 acres in size and is zoned Agricultural Rural (AR). The property is designated Urban Mixed Use-20 (UMU-20) by the Comprehensive Plan. The subject property is located in the Urban Service Area and the Seffner Mango Community Plan.
- 2. The request to rezone from AR to PD is for the purpose of developing 108 multi-family affordable dwelling units utilizing a density bonus provided by the Comprehensive Plan for affordable housing.

- 3. Three Planned Development Variations requested. They pertain to a request to reduce the required buffers and provide alternate screening. Specifically:
  - 1) North: Reduce the required 30-foot buffer with Type C screening to a 10-foot buffer with Type A screening.
  - 2) West: Reduce the required 20-foot buffer with Type B screening to a 10-foot buffer with Type A screening.
  - 3) East: Reduce the required 30-foot buffer with Type C screening to a 10-foot buffer with Type A screening.

The applicant justifies the PD Variations by stating that there is commercial adjacent to the east, west and north and that a masonry wall will be installed adjacent to residential land uses to ensure compatibility.

The PD Variations meet Land Development Code Section 5.03.06.C.6 as the proposed buffering and screening meets the intent of the Code standards and will permit a more compact layout that encourages open space in the project.

- 4. The Planning Commission staff supports the rezoning request and the requested density bonus for affordable housing found the application consistent with the Comprehensive Plan.
- 5. No testimony in opposition was presented at the Zoning Hearing Master hearing.
- 6. The applicant has requested relief from the LDC additional 2-to-1 setback for buildings over 20-feet in height. The applicant proposes a building height of 45 feet. The proposed masonry wall and retention ponds and green space justify relief from the requirement.
- 7. The surrounding property is surrounded by PD zoning that is developed with light industrial (north), vacant (south), light industrial (east) and commercial (west).
- Approval of the Planned Development zoning with the conditions proposed by the Development Services Department results in a compatible land use in the area.

# FINDINGS OF COMPLIANCE/NON-COMPLIANCE WITH THE HILLSBOROUGH COUNTY COMPREHENSIVE PLAN

The rezoning request is in compliance with and does further the intent of the Goals, Objectives and the Policies of the Future of Hillsborough Comprehensive Plan.

#### **CONCLUSIONS OF LAW**

Based on the Findings of Fact cited above, there is substantial competent evidence to demonstrate that the requested Planned Development rezoning is in conformance with the applicable requirements of the Land Development Code and with applicable zoning and established principles of zoning law.

#### SUMMARY

The request is to rezone 3.1 acres from AR to PD to develop 108 multi-family affordable housing dwelling units. A density bonus provision provided in the Comprehensive Plan is proposed to be utilized to achieve the number of dwelling units.

Three Planned Development Variations are requested and pertain to the required buffering and screening to the north, east and western portions of the site. The reduction in buffer width and alternative screening meets LDC Section 5.03.06.C.6 as the applicant has committed to providing a masonry wall adjacent to residential development and the reductions in buffer width provide an opportunity for more compact design of the dwelling units resulting in more open space which meets the intent of the requirement.

The Planning Commission staff supports the rezoning request and the density bonus and found the application consistent with the Comprehensive Plan.

No testimony in opposition was presented at the Zoning Hearing Master hearing

Approval of the Planned Development zoning with the conditions proposed by the Development Services Department results in a compatible land use in the area.

#### RECOMMENDATION

Based on the foregoing, this recommendation is for **APPROVAL** of the Planned Development rezoning request as indicated by the Findings of Fact and Conclusions of Law stated above subject to the zoning conditions prepared by the Development Services Department.

April 14, 2025

Susan M. Finch, AICP Land Use Hearing Officer

Sum M. Fine

Jaie



Plan Hillsborough planhillsborough.org planner@plancom.org 813 - 272 - 5940 601 E Kennedy Blvd 18<sup>th</sup> floor Tampa, FL, 33602

Unincorporated Hillsborough County Rezoning Consistency Review		
Hearing Date: March 24, 2025	Case Number: PD 25-0145	
Report Prepared: March 13, 2025	Folio(s): 65036.0000	
	<b>General Location</b> : North side of Bryan Road, east of Interstate 75 and west of Williams Road	
Comprehensive Plan Finding	CONSISTENT	
Adopted Future Land Use	Urban Mixed Use-20 (20 du/ga; 1.0 FAR)	
Service Area	Urban	
Community Plan(s)	Seffner-Mango	
Rezoning Request	Planned Development (PD) to allow 109 multifamily dwelling units utilizing the Affordable Housing Density Bonus	
Parcel Size	+/- 3.10 acres	
Street Functional Classification	Bryan Road – <b>Local</b> William Road – <b>County Collector</b> Interstate 75 – <b>State Principal Arterial</b>	
Commercial Locational Criteria	Not applicable	
Evacuation Area	None	

Table 1: COMPARISON OF SURROUNDING PROPERTIES							
Vicinity	Future Land Use Designation	Zoning	Existing Land Use				
Subject Property	Urban Mixed Use-20	AR	Vacant				
North	Urban Mixed Use-20	PD	Vacant + Light Industrial				
South	Urban Mixed Use-20	AR + PD	Single- Family Residential + Vacant				
East	Urban Mixed Use-20 + Residential-9	AR + PD	Single- Family Residential + Mobile Homes				
West	Urban Mixed Use-20	PD	Light Industrial				

#### **Staff Analysis of Goals, Objectives and Policies:**

The subject site is located on the north side of Bryan Road, east of Interstate 75 and west of Williams Road on +/- 3.10 acres. The site is in the Urban Service Area and is located within the limits of the Seffner-Mango Community Plan. The applicant is requesting to rezone the site from Agricultural Rural to Planned Development to develop 109 multifamily dwelling units utilizing the Affordable Housing Density Bonus outlined in the Housing Section of the Unincorporated Hillsborough County Comprehensive Plan.

The subject site is in the Urban Service Area where according to Objective 1 of the Future Land Use Element (FLUE), 80 percent of the county's growth is to be directed. Policy 1.4 requires all new developments to be compatible with the surrounding area, noting that "Compatibility does not mean "the same as." Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development." The proposed development of affordable housing units would be complementary to with the surrounding area. Directly east of the subject site are single family uses along with more single family and vacant uses to the south. The proposal is consistent with this policy direction.

Per Objective 8, Future Land Use categories outline the maximum level of intensity or density and range of permitted land uses allowed in each category. The applicant requests 109 dwelling units. For the 3.10-acre site in the Urban Mixed Use-20 FLU category a maximum of 62 dwelling units can be considered. Per Housing Section Policy 1.3.1, the applicant is requesting to be considered for an affordable housing density bonus, which increases the allowable number of dwelling units per acre from 20 to 35. The proposed total of 109 units, which exceeds 35 units per acre (35.16 du/ga). The Development Services Department has added a "Prior to Certification" condition to correct the total amount of proposed

dwelling units by reducing the total number of units to 108. This would then ensure the request is consistent with FLUE Policy 8.3. Objective 1.3 and Policy 1.3.1 of the Hillsborough County Comprehensive Plan state that density bonuses will be utilized as an incentive to encourage the development of more affordable housing. With approval of the affordable housing density bonus applied, the proposal is consistent with FLUE Objective 8, Objective 1 and its associated policies relating to maximizing growth in the Urban Service Area and calculating density.

Appendix A contains a description of the character and intent permitted in each of the Future Land Use categories. The site is within the Urban Mixed Use-20 (UMU-20) Future Land Use category. The UMU-20 Future Land use category allows the consideration for agricultural, residential, neighborhood commercial, office uses, research corporate park uses, light industrial multipurpose and clustered residential and/or mixed-use. Office uses are not subject to locational criteria. The proposed multi-family residential development is permitted in UMU-20. Therefore, the requested Planned Development is consistent with development expected in the UMU-20 Future Land Use category.

The proposal meets the intent of the Neighborhood Protection policies outlined in the Future Land Use Element, including policy direction in the Community Design Component (CDC) (FLUE Objective 16, CDC Objective 12-1, CDC Policy 12-1.4, CDC Objective 17-1 and CDC Policy 17.1-4). Policy 16.1 requires development in residential areas to be limited to a neighborhood scale. There are light industrial uses to the west of the subject site. The applicant has included buffering and screening techniques allowing for a gradual transition of intensity moving eastward towards established neighborhoods. The proposal meets the intent of this policy direction

The request includes an Affordable Housing Density Bonus, as outlined in the Housing Section of the Comprehensive Plan. Since the site's Future Land Use category is Urban Mixed Use-20, the Affordable Housing Density Bonus would include consideration of up to 35 dwelling units per gross acre (35 du/ga). With 3.10 acres, the site could be considered for up to 108 dwelling units if all bonus criteria are met. The Hillsborough County Affordable Housing Services Department is the professional entity that evaluates whether an applicant meets the criteria outlined under the Affordable Housing Density Bonus. Housing Section Policy 1.2 states that mechanisms such as density bonuses, modified development standards, flexible lot configurations, and inclusionary zoning may be utilized as incentives to increase the supply of affordable housing.

The Seffner-Mango Community Plan within the Livable Communities Element establishes guidance on community identity and planning growth. Goal 2 of the plan seeks to enhance community character and ensure quality residential and nonresidential development. The plans strategies are to support in-fill development and redevelopment within the Urban Service Area while providing for compatibility with existing uses. The proposal meets the intent of this policy direction, as the site is located in the Urban Service Area and the proposed multi-family residential use is compatible with the surrounding development pattern. .

Overall, staff finds that the proposed use is an allowable use in the UMU-20, is compatible with the existing development pattern found within the surrounding area and meets the intent of the Seffner-Mango Community Plan. The proposed Planned Development would allow for development that is consistent with the *Unincorporated Hillsborough County Comprehensive Plan*.

### Recommendation

Based upon the above considerations and the following Goals, Objectives and Policies, Planning Commission staff finds the proposed Planned Development **CONSISTENT** with the *Unincorporated Hillsborough County Comprehensive Plan*, subject to the conditions proposed by the Development Services Department.

Staff Identified Goals, Objectives and Policies of the *Unincorporated Hillsborough County Comprehensive Plan* Related to the Request:

#### **FUTURE LAND USE ELEMENT**

#### **Urban Service Area**

**Objective 1:** Hillsborough County shall pro-actively direct new growth into the urban service area with the goal that at least 80% of all population growth will occur within the USA during the planning horizon of this Plan. Within the Urban Service Area, Hillsborough County will not impede agriculture. Building permit activity and other similar measures will be used to evaluate this objective.

#### **Policy 1.2: Minimum Density**

All new residential or mixed use land use categories within the USA shall have a density of 4 du/ga or greater unless environmental features or existing development patterns do not support those densities.

Within the USA and in categories allowing 4 units per acre or greater, new development or redevelopment shall occur at a density of at least 75% of the allowable density of the land use category, unless the development meets the criteria of Policy 1.3.

**Policy 1.4:** Compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as." Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

#### **Land Use Categories**

**Objective 8:** The Future Land Use Map will include Land Use Categories which outline the maximum level of intensity or density and range of permitted land uses allowed and planned for an area. A table of the land use categories and description of each category can be found in Appendix A.

**Policy 8.1:** The character of each land use category is defined by building type, residential density, functional use, and the physical composition of the land. The integration of these factors sets the general atmosphere and character of each land use category. Each category has a range of potentially permissible uses which are not exhaustive, but are intended to be illustrative of the character of uses permitted within the land use designation. Not all of those potential uses are routinely acceptable anywhere within that land use category.

#### 8.3 Calculating Density

PD 25-0145 4

Densities are applied on a gross residential acreage basis which means that each development proposal is considered as a "project". Only those lands specifically within a project's boundaries may be used for calculating any density credits. Acreage dedicated to commercial, office and industrial land uses that fall within a project's boundaries are excluded. Density may be transferred between non-contiguous parcels in accordance with the County's transferable development rights regulations or when the parcels are physically separated from each other by a roadway, wetlands, stream, river, lake or railway. The following lands may be included when calculating gross residential density: planned but unconstructed roads and road rights-of-ways, utility rights-of-way, public and private parks and recreation sites, sites for schools and churches, open space sites and land uses, and community facilities sites such as sewage treatment plants, community centers, well fields, utility substations, and drainage facility sites.

#### Relationship to Land Development Regulations

**Objective 9:** All existing and future land development regulations shall be made consistent with the Comprehensive Plan, and all development approvals shall be consistent with those development regulations as per the timeframe provided for within Chapter 163, Florida Statutes. Whenever feasible and consistent with Comprehensive Plan policies, land development regulations shall be designed to provide flexible, alternative solutions to problems.

**Policy 9.1:** Each land use plan category shall have a set of zoning districts that may be permitted within that land use plan category, and development shall not be approved for zoning that is inconsistent with the plan.

**Policy 9.2:** Developments must meet or exceed the requirements of all land development regulations as established and adopted by Hillsborough County, the state of Florida and the federal government unless such requirements have been previously waived by those governmental bodies.

# Neighborhood/Community Development

**Objective 16: Neighborhood Protection** – The neighborhood is the functional unit of community development. There is a need to protect existing, neighborhoods and communities and those that will emerge in the future. To preserve, protect, and enhance neighborhoods and communities, all new development must conform to the following policies.

**Policy 16.1:** Established and planned neighborhoods and communities shall be protected by restricting incompatible land uses through mechanisms such as:

- a) locational criteria for the placement of non-residential uses as identified in this Plan,
- b) limiting commercial development in residential land use categories to neighborhood scale;
- c) requiring buffer areas and screening devices between unlike land uses;

**Policy 16.2:** Gradual transitions of intensities between different land uses shall be provided for as new development is proposed and approved, through the use of professional site planning, buffering, and screening techniques and control of specific land uses.

**Policy 16.3:** Development and redevelopment shall be integrated with the adjacent land uses through:

- a) the creation of like uses; or
- b) creation of complementary uses; or
- c) mitigation of adverse impacts; and

d) transportation/pedestrian connections

**Policy 16.7:** Residential neighborhoods shall be designed to include an efficient system of internal circulation and street stub-outs to connect adjacent neighborhoods together.

**Policy 16.8:** The overall density and lot sizes of new residential projects shall reflect the character of the surrounding area, recognizing the choice of lifestyles described in this Plan.

**Policy 16.10:** Any density increase shall be compatible with existing, proposed, or planned surrounding development. Compatibility is defined as the characteristics of different uses or activities or design which allow them to be located near or adjacent to each other in harmony. Some elements affecting compatibility include the following: height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture. Compatibility does not mean "the same as." Rather, it refers to the sensitivity of development proposals in maintaining the character of existing development.

**Policy 16.11:** Within residential projects, site planning techniques shall be encouraged to ensure a variety and variation of lot sizes, block faces, setbacks and housing types.

# 5.0 NEIGHBORHOOD LEVEL DESIGN 5.1 COMPATIBILITY

**OBJECTIVE 12-1:** New developments should recognize the existing community and be designed in a way that is compatible with the established character of the surrounding neighborhood.

**Policy 12-1.4:** Compatibility may be achieved through the utilization of site design techniques including but not limited to transitions in uses, buffering, setbacks, open space and graduated height restrictions, to affect elements such as height, scale, mass and bulk of structures, pedestrian or vehicular traffic, circulation, access and parking impacts, landscaping, lighting, noise, odor and architecture.

#### **HOUSING SECTION**

#### **Affordable Housing Density Bonus**

### Objective 1.3

Density bonuses will be utilized as an incentive to encourage the development of more affordable housing.

#### Policies:

**1.3.1** The maximum level of residential density and/or the maximum retail commercial Floor Area Ratio (FAR) permitted in each land use category may be increased, with project specific approval by the Board of County Commissioners and without requiring a Comprehensive Plan amendment, when the purpose for the increase is to provide moderate, low, very low, or extremely low-income affordable housing. Such an increase in density and/or Floor Area Ratio shall be part of an official request to rezone the subject parcel.

TABLE 1 - TABLE OF ALLOWABLE DENSITY AND INTENSITY INCREASES FOR THE PROVISION OF AFFORDABLE HOUSING\*

Future Land	Base Max.	Base max. FAR	Density Bonus	FAR Bonus
Use Category	DU/Acre		Max DU/Acre	Max Far*
RES-4	4	.25	6	.35
RES-6	6	.25	9	.35
RES-9	9	.35	12	.50
RES-12	12	.35	16	.50
RES-16	16	.35	20	.50
RES-20	20	.35	35	.50
OC-20	20	.35	35	.75
NMU-4	4	.35	6	.35
SMU-6	6	.35	12	.50
CMU-12	12	.50	20	.75
RES-35	35	.75	50	1.00
UMU-20	20	1.0	35	2.00
RMU-35	35	2.0	50	n/a
ICMU-35	35	2.0	50	n/a

- **1.3.2** In order to qualify for use of the Affordable Housing Density Bonus, the project shall meet the following criteria:
  - A. The site shall be wholly located within the Urban Service Area.
  - B. The site shall be in one of the residential or commercial Future Land Use categories as indicated in Table 31: Allowable Densities and Intensities for the Provision of Affordable Housing. The density bonus does not change the Future Land Use Map designation.
  - C. The site shall be serviced by public water and sewer and have access to public streets.
  - D. The units shall remain affordable for a minimum of 30 years.
  - E. The bonus shall be memorialized in a Development Order as well as a deed restriction, Land Use Restriction Agreement, or other mechanism as determined by the County Attorney's Office.
  - F. For projects that are proposed to be a mix of market rate and affordable units: The affordable units must be developed within the same project site as any market rate units provided; the affordable units shall not be transferred to a different site.
  - G. Units shall be equitably and evenly distributed by location, type, and construction.
  - H. A minimum 20% of the total number of units proposed shall be deemed affordable to households making 100% or less Area Median Income. The distribution of affordable units shall be as follows for properties greater than one acre:
    - i. A minimum fifty percent (50%) of affordable units shall be set aside for incomes at 60% or below Area Median Income,
    - ii. The remaining affordable units not to exceed fifty percent (50%) shall be set aside for incomes at 100% or below Area Median Income.

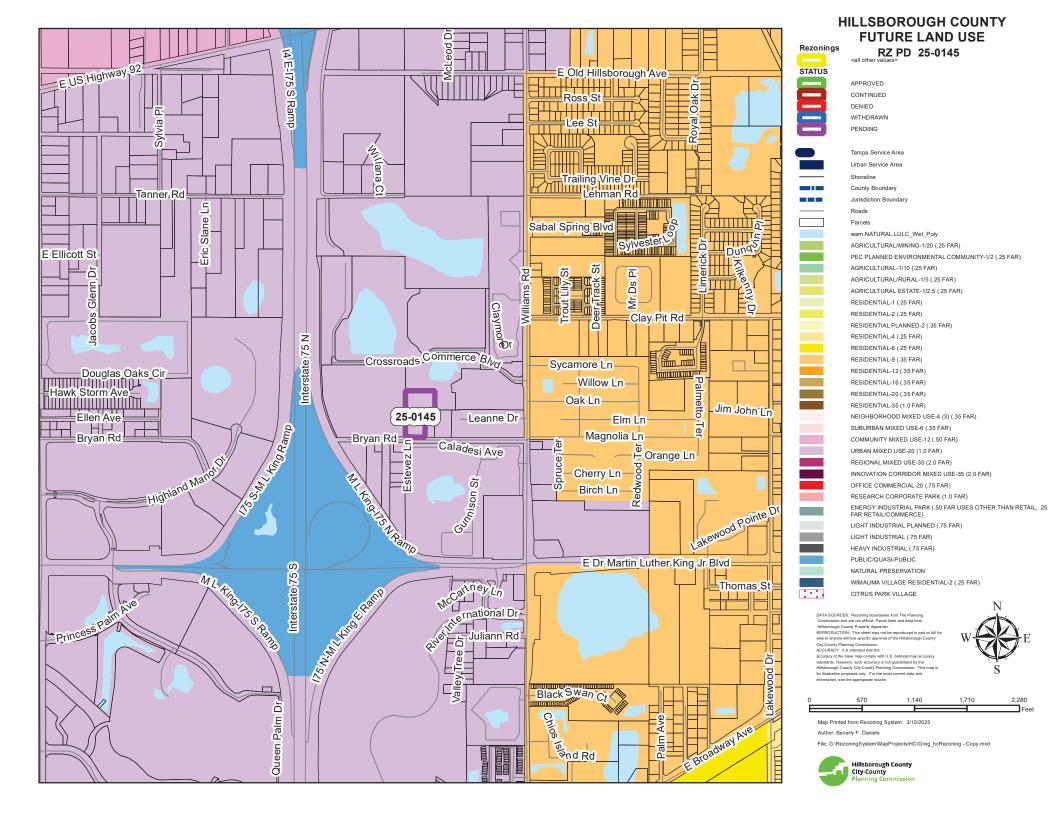
I. To encourage residential infill and appropriate scale of transition, properties one acre or less may provide all required affordable units at or below 80% AMI.

# LIVABLE COMMUNITIES ELEMENT: SEFFNER-MANGO COMMUNITY PLAN

2. Goal: Enhance community character and ensure quality residential and nonresidential development.

# Strategies:

• Support in-fill development and redevelopment within the Urban Service Area while providing for compatibility with existing uses.



# GENERAL SITE PLAN FOR CERTIFICATION



#### **DEVELOPMENT SERVICES**

PO Box 1110, Tampa, FL 33601-1110 (813) 272-5600

## HILLSBOROUGH COUNTY DEVELOPMENT SERVICES DEPARTMENT

#### **GENERAL SITE PLAN REVIEW/CERTIFICATION**

### BOARD OF COUNTY COMMISSIONERS

Chris Boles
Donna Cameron Cepeda
Harry Cohen
Ken Hagan
Christine Miller
Gwendolyn "Gwen" Myers
Joshua Wostal

#### **COUNTY ADMINISTRATOR**

Bonnie M. Wise

#### **COUNTY ATTORNEY**

Christine M. Beck

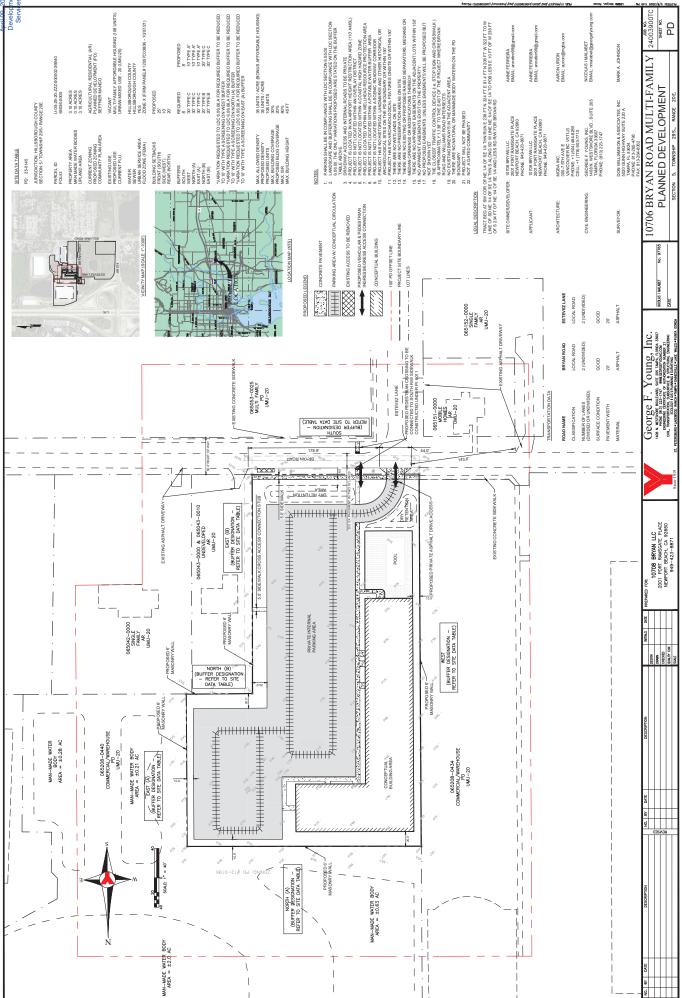
#### **COUNTY INTERNAL AUDITOR**

Melinda Jenzarli

#### **DEPUTY COUNTY ADMINISTRATOR**

Gregory S. Horwedel

Project Name: 10706 Bryan F	Rd
Zoning File: RZ-PD (25-0145)	Modification: None
Atlas Page: None	Submitted: 04/09/25
To Planner for Review: 04/09/25	Date Due: ASAP
Contact Person: Michael Lerman	Phone: 813-380-0783/michael@flamingohomes.com
Right-Of-Way or Land Required for I	Dedication: Yes  No ✓
The Development Services Department	ent HAS NO OBJECTION to this General Site Plan.
The Development Services Department Site Plan for the following reasons:	ent RECOMMENDS DISAPPROVAL of this General
Reviewed by: Tim Lampkin	Date: 4-09-25
Date Agent/Owner notified of Disapp	roval:



# AGENCY COMMENTS

#### AGENCY REVIEW COMMENT SHEET

TO: Zoning Technician, Development Services Department		<b>DATE:</b> 03/17/2025	
	WER: Richard Perez, AICP, Executive Planner ING AREA/SECTOR: SM/CENTRAL	AGENCY/DEPT: Transportation PETITION NO: PD 25-0145	
	This agency has no comments.		
	This agency has no objection.		
X	This agency has no objection, subject to listed or attached conditions.		
	This agency objects, based on the listed or attached conditions.		

#### **CONDITIONS OF APPROVAL**

- 1. The project shall be permitted one full access connection on Bryan Rd., as shown on the PD site plan.
- 2. With the initial increment of development, the developer shall construct a northbound to westbound left turn at the intersection of Williams Rd. and Bryan Rd.
- 3. A sidewalk is required along the project frontage.
- 4. Notwithstanding anything shown on the PD site plan, an internal sidewalk and ADA/pedestrian routes shall be provided consistent with County Land Development Code, Section 6.03.02.B.
- 5. If PD 25-0143 is approved, the County Engineer will approve the Design Exception (dated March 14, 2025, and found approvable with conditions on March 17, 2025), for E. 21st Ave. substandard road improvements. As E. 21st Ave. is a substandard roadway, the developer will be required to construct a pedestrian crossing and curb and gutter on Bryan Rd. consistent with the Design Exception. The County Engineer will approve the Design Exception with the condition that the crosswalk and appurtenances associated with the crosswalk shall be reviewed in accordance with Public Works requirements.
- 6. Notwithstanding anything on the PD site plan or herein these conditions to the contrary, bicycle and pedestrian access may be permitted anywhere along the project boundaries.
- 7. Construction access shall be limited to those locations shown on the PD site plan which are also proposed vehicular access connections. The developer shall include a note in each site/construction plan submittal which indicates same.

#### PROJECT SUMMARY AND ANALYSIS

The applicant is requesting to rezone a +/- 3.1-acre parcel, from Agricultural Residential (AR) to Planned Development (PD) to construct up to 110 multi-family units. The site is located on the north side Bryan Rd., west of Williams Rd. The Future Land Use designation is Urban Mixed Use 20 (UMU-20).

#### Trip Generation Analysis

The applicant submitted a trip generation and site access analysis as required by the Development Review Procedures Manual (DRPM). Staff has prepared a comparison of the trips potentially generated under the existing and proposed zoning designations, utilizing a generalized worst-case scenario. Data presented below is based on the Institute of Transportation Engineer's Trip Generation Manual, 11<sup>th</sup> Edition.

**Existing Zoning** 

Land Use/Size	24 Hour Two- Way Volume	Total Peak Hour Trips	
Edita OSG/SIEC		AM	PM
AR:1 Single Family Detached Unit (ITE Code 210)	9	1	1

**Proposed Rezoning** 

Land Use/Size	24 Hour Two- Way Volume	Total Peak Hour Trips	
		AM	PM
PD: 110 Multi Family Units (ITE 221)	478	37	43

**Trip Generation Difference** 

Land Use/Size	24 Hour Two-Way Volume	Total Peak Hour Trips	
		AM	PM
Difference	(+)469	(+)36	(+)42

The proposed PD rezoning is anticipated to increase the number of trips potentially generated by development by +469 average daily trips and +36 a.m. peak hour trips, and +42 p.m. peak hour trips.

#### TRANSPORTATION INFRASTRUCTURE SERVING THE SITE

<u>Bryan Rd.</u> is a 2-lane, substandard, local roadway. The roadway is characterized by +/-20-foot-wide pavement in average condition, lying within +/-50 feet of right-of-way. There are sidewalks on both sides and no curb and gutter within the vicinity of the project.

#### SITE ACCESS AND CONNECTIVITY

The PD site plan proposes a full access vehicular and pedestrian connection on E. 21st Ave. Dead-end roadway as such site arrival includes Bryan Rd. and Williams Rd. intersection.

As demonstrated in the detailed site access analysis conducted by the applicant's traffic engineer, a northbound to westbound left turn lane is warranted at the intersection of Williams Rd. and Bryan Rd.

Notwithstanding anything shown in the PD site plan or in the PD conditions to the contrary, pedestrian access may be permitted anywhere along the project boundary consistent with the LDC.

#### REQUESTED DESIGN EXCEPTION: BRYAN RD.

As Bryan Rd. is a substandard local roadway, the applicant's Engineer of Record (EOR) submitted a Design Exception request for the roadway (dated March 14, 2025) to determine the specific improvements that would be required by the County Engineer. Based on factors presented in the Design Exception request, the County Engineer found the Design Exception request approvable (on March 17, 2025). The developer will be required to construct a sidewalk and curb and gutter on Bryan Rd. consistent with the Design Exception.

If this zoning is approved, the County Engineer will approve the Design Exception request with conditions, as specified hereinabove.

#### **ROADWAY LEVEL OF SERVICE (LOS) INFORMATION**

Roadway Level of Service (LOS) provided for informational purposes only. Bryan Rd. is not a regulated roadway.

FDOT Generalized Level of Service					
Roadway From To LOS Standard Peak Direction					
WILLIAMS RD	BROADWAY AVE	E SLIGH AVE	D	С	

Source: 2020 Hillsborough County Level of Service (LOS) Report

#### Ratliff, James

From: Williams, Michael

Sent: Monday, March 17, 2025 2:27 PM
To: Ratliff, James; Tirado, Sheida
Cc: Perez, Richard; PW-CEIntake

**Subject:** RE: RZ PD 25-0145 - Design Exception Review

No. The TTM does not really address crosswalks so it should be in accordance with that.

The crosswalk and appurtenances associated with the crosswalk shall be constructed by the developer in accordance with Public Works requirements.

Mike

From: Ratliff, James <RatliffJa@hcfl.gov> Sent: Monday, March 17, 2025 1:49 PM

**To:** Williams, Michael <WilliamsM@hcfl.gov>; Tirado, Sheida <TiradoS@hcfl.gov> **Cc:** Perez, Richard <PerezRL@hcfl.gov>; PW-CEIntake <PW-CEIntake@hcfl.gov>

Subject: RE: RZ PD 25-0145 - Design Exception Review

Sheida or Mike,

Can you please confirm that the condition should state "The crosswalk and appurtenances associated with the crosswalk shall be reviewed by Public Works and shall be constructed by the developer in accordance with Transportation Technical Manual (TTM) requirements."

Thank you,

#### James Ratliff, AICP, PTP (he/him/his)

#### **Principal Planner**

Development Services Department, Transportation Review

E: <u>RatliffJa@HCFL.gov</u> P: (813) 307-1924

601 E. Kennedy Blvd., Tampa, FL 33602

#### **HCFL.gov**

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#### **Hillsborough County Florida**

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Williams, Michael < <a href="williamsM@hcfl.gov">WilliamsM@hcfl.gov</a> Sent: Monday, March 17, 2025 12:08 PM

To: Malabet, Nicolas < nmalabet@georgefyoung.com >

**Cc:** michael@flamingohomes.com; anneferr@bertsproperty.com; Lampkin, Timothy <<u>LampkinT@hcfl.gov</u>>; Ratliff, James <<u>RatliffJa@hcfl.gov</u>>; Perez, Richard <<u>PerezRL@hcfl.gov</u>>; Tirado, Sheida <<u>TiradoS@hcfl.gov</u>>; De Leon, Eleonor <DeLeonE@hcfl.gov>; PW-CEIntake <PW-CEIntake@hcfl.gov>

Subject: FW: RZ PD 25-0145 - Design Exception Review

Importance: High

Nicolas,

I have found the attached Design Exception (DE) for PD 25-0145 APPROVABLE with CONDITIONS. The Condition being that and appurtenances associated with the crosswalk required by the Public Works Department be installed.

Please note that it is you (or your client's) responsibility to follow-up with my administrative assistant, Eleonor De Leon (<u>DeLeonE@hcfl.gov</u> or 813-307-1707) after the BOCC approves the PD zoning or PD zoning modification related to below request. This is to obtain a signed copy of the DE/AV.

If the BOCC denies the PD zoning or PD zoning modification request, staff will request that you withdraw the AV/DE. In such instance, notwithstanding the above finding of approvability, if you fail to withdraw the request, I will deny the AV/DE (since the finding was predicated on a specific development program and site configuration which was not approved).

Once I have signed the document, it is your responsibility to submit the signed AV/DE(s) together with your initial plat/site/construction plan submittal. If the project is already in preliminary review, then you must submit the signed document before the review will be allowed to progress. Staff will require resubmittal of all plat/site/construction plan submittals that do not include the appropriate signed AV/DE documentation.

Lastly, please note that it is critical to ensure you copy all related correspondence to <u>PW-CEIntake@hcfl.gov</u>

Mike

Michael J. Williams, P.E.

Director, Development Review County Engineer

**Development Services Department** 

P: (813) 307-1851 M: (813) 614-2190 E: <u>Williamsm@HCFL.gov</u>

W: HCFLGov.net

**Hillsborough County** 

601 E. Kennedy Blvd., Tampa, FL 33602

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Please note: All correspondence to or from this office is subject to Florida's Public Records law.

From: Tirado, Sheida < TiradoS@hcfl.gov>
Sent: Monday, March 17, 2025 11:29 AM
To: Williams, Michael < WilliamsM@hcfl.gov>

Cc: Ratliff, James <RatliffJa@hcfl.gov>; Perez, Richard <PerezRL@hcfl.gov>; De Leon, Eleonor <DeLeonE@hcfl.gov>

Subject: RZ PD 25-0145 - Design Exception Review

Importance: High

Hello Mike.

The attached DE is Approvable to me, please include the following people in your response:

nmalabet@georgefyoung.com michael@flamingohomes.com anneferr@bertsproperty.com lampkint@hcfl.gov ratliffja@hcfl.gov perezrl@hcfl.gov

Best Regards,

#### Sheida L. Tirado, PE

#### **Transportation Review Manager**

**Development Services Department** 

E: TiradoS@HCFL.gov

P: (813) 276-8364 | M: (813) 564-4676

601 E. Kennedy Blvd., Tampa, FL 33602

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#### **Hillsborough County Florida**

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# **Supplemental Information for Transportation Related Administrative Reviews**

#### Instructions:

- This form must be provided separately for each request submitted (including different requests of the same type).
- This form must accompany all requests for applications types shown below. Staff will not log in or assign cases that are not accompanied by this form, or where the form is partially incomplete.
- A response is required in every field. Blank fields or non-responsive answers will result in your application being returned.
- All responses must be typed.
- Please contact Eleonor de Leon at <u>deleone@HCFL.gov</u> or via telephone at (813) 307-1707 if you have questions about how to complete this form.

to complete this form:				
Request Type (check one)	<ul> <li>Section 6.04.02.B. Administrative Variance</li> <li>★ Technical Manual Design Exception Request</li> <li>Alternative Parking Plan Request (Reference LDC Sec. 6.05.02.G3.)</li> <li>Request for Determination of Required Parking for Unlisted Uses (Reference LDC Sec. 6.05.02.G.1. and G.2.)</li> </ul>			
Submittal Type (check one)	New Request			
Submittal Number and Description/Running History (check one and complete text box using instructions provided below)	<b>⊥</b> 1. Design Exception to TS-3 <b>⊥</b> 4. <b>⊥</b> 2. <b>∟</b> 5. <b>□</b> 3. <b>□</b> 6.			
submittal number/name to each separate request number previously identified. It is critical that the ap	uests (whether of the same or different type), please use the above fields to assign a unique. Previous submittals relating to the same project/phase shall be listed using the name and oplicant reference this unique name in the request letter and subsequent filings/correspondence. If information related to a previously submitted request, then the applicant would check the			
Project Name/ Phase 10706 Bryan Roa	d Multifamily			
Important: The name selected must be used on all full frequest is specific to a discrete phase, please also	uture communications and submittals of additional/revised information relating to this variance. list that phase.			
Folio Number(s) 65036-0000	☐ Check This Box If There Are More Than Five Folio Numbers			
<b>Important:</b> List all folios related to the project, up to a maximum of five. If there are additional folios, check the box to indicate such. Folio numbers must be provided in the format provided by the Hillsborough County Property Appraiser's website (i.e. 6 numbers, followed by a hyphen, followed by 4 additional numbers, e.g. "012345-6789"). Multiple records should be separated by a semicolon and a space e.g. "012345-6789; 054321-9876").				
Name of Person Submitting Request	Nicolas Malabet			
Important: For Design Exception (DE) Requests, the DE request letter must be signed and sealed.	person submitting must be a Professional Engineer (PE) licensed within the state of Florida. The			
Current Property Zoning Designation	A-R			
Designation. Typing "N/A" or "Unknown" will result to County Zoning Atlas, which is available at <a href="https://me">https://me</a>	mily Conventional – 9" or "RMC-9". This is not the same as the property's Future Land Use (FLU) in your application being returned. This information may be obtained via the Official Hillsborough aps.hillsboroughcounty.org/maphillsborough/maphillsborough.html. For additional assistance, for Development Services at (813) 272-5600 Option 3.			
Pending Zoning Application Number	PD#25-0145			
	nter the application number proceeded by the case type prefix, otherwise type "N/A" or "Not 14M for major modifications, PRS for minor modifications/personal appearances.			
Related Project Identification Number (Site/Subdivision Application Number)	N/A			

Important: This 4-digit code is assigned by the Center for Development Services Intake Team for all Certified Parcel, Site Construction, Subdivision

Construction, and Preliminary/Final Plat applications. If no project number exists, please type "N/A" or "Not Applicable".

1 of 1

06/2024



March 14, 2025 File No. 24003900TC

Mr. Michael J. Williams, PE Director, Development Review Division Hillsborough County Development Services 601 East Kennedy Blvd., 20<sup>th</sup> Floor Tampa, FL 33602

Subject: 10706 Bryan Road Multifamily

Design Exception for Substandard Road Expansion

PD # 25-0145

Folio No. 65036-0000

Dear Mr. Williams:

This letter documents a request for a DESIGN EXCEPTION to Hillsborough County Transportation Technical Manual Section 1.7.2 association with PD# 25-0145 for the subject project site. The purpose of this request is to address the substandard road Bryan Road, which does not fully meet the standards for the Transportation Technical Manual (TTM) detail TS-3 (refer to **ATTACHMENT A**).

The subject parcel is currently vacant with open green space. The project proposes 108 residential multi-family residential units. Access to the proposed residential development is planned to be provided via one (1) new access driveway connection to Bryan Road aligning with Estevez Lane. Refer to ATTACHMENT B for the project Planned Development Plan and location map and ATTACHMENT C for the existing project site survey.

Per PD 25-0145 Bryan Road was found to be substandard in regards to LDC §6.04.03.L stating the following:

Improvements and upgrading of existing roadways are to conform with standards for new roadways of the same access class. Exception to these standards shall be allowed only where physically impossible for the permittee to comply or otherwise upgrade existing site conditions. All such exceptions shall be approved by the Director of Public Works.

This request is for a Design Exception to TS-3 for Bryan Road from the project entrance until the improvements recently constructed to Bryan Road east of the project's proposed driveway under PI#6011 (Alliance Residential). The existing 2-lane section from the project's driveway to PI#6011 improvements currently has the following characteristics:

- a) Lane Width The existing section currently has 2 (10) foot lanes in average width.
- b) Sidewalk The existing section currently has a 5' sidewalk on the south right of way and no sidewalk on the north right of way from the project driveway to Williams Road.
- c) Right of Way The existing right of way is 50 feet.



d) Curbs and Gutter - The existing road has no curbing.

In conjunction with the development of the project, the developer proposes to improve Bryan Road from the proposed access to PI#6011 recent right of way improvements, per the below information. The following is a summary of the proposed typical section for the project in comparison to TS-3:

#### From Proposed Project Driveway to PI#6011 Recent Improvements:

- e) Lane Width TS-3 has ten (10) foot lanes, and no lane expansions are proposed since the criteria is currently met.
- f) Sidewalk TS-3 has five (5) foot sidewalks on both sides of the road. A sidewalk pedestrian crossing from the site to the existing sidewalk on the south right of way of Bryan Road.
- g) Right of Way TS-3 has fifty (50) feet of right of way minimum. The proposed right of way is to be 50 feet.
- h) Curb and Gutter TS-3 has a valley gutter on both sides of the road. A valley gutter is proposed on the south right of way of Bryan Road to match PI#6011 recent improvements.

**ATTACHMENT D** illustrates the proposed improvements to 10706 Bryan Road Multi Family.

The developer commits to milling and resurfacing the two (2) existing lanes on Bryan Road from the proposed driveway to PI#6011 recent improvements.

Based on the above, it is our opinion, the proposed improvements from the project driveway until the recent improvements of PI#6011 will mitigate the traffic impact of the project and meet the intent of the TTM to the extent feasible considering the project scale.



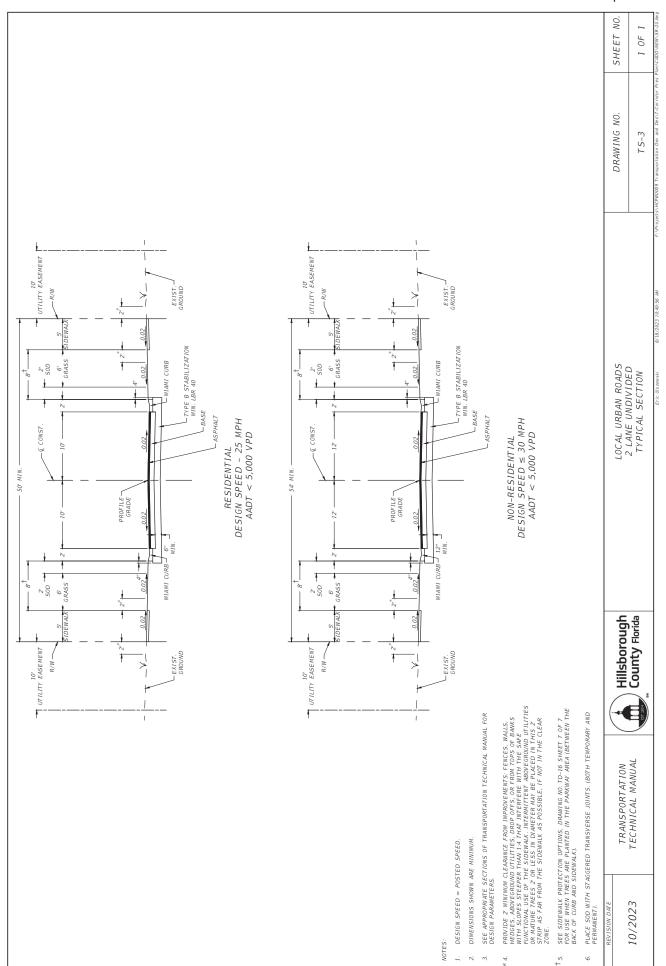
Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely, George F. Young, Inc. Nicolas Malabet, PE This item has been digitally signed and Project Manager, Civil Engineering sealed by Nicolas I. Malabet, PE, on the P: 813-223-1747 date adjacent to the seal. Printed copies E: nmalabet@georgefyoung.com are not considered signed and sealed and the signature must be verified on any electronic copies. NMM/JR cc: Jaime Rojas, El, GFY Encl. Attachments County Engineer's Condition: Based on the information provided by the applicant this request is: The crosswalk and appurtenances associated with the crosswalk shall be reviewed in \_\_\_\_\_ Approved with Conditions accordance with Public Works requirements. **Approved** Disapproved Mr. Michael J. Williams, P.E. Hillsborough County Engineer on \_\_\_\_\_



#### ATTACHMENT A

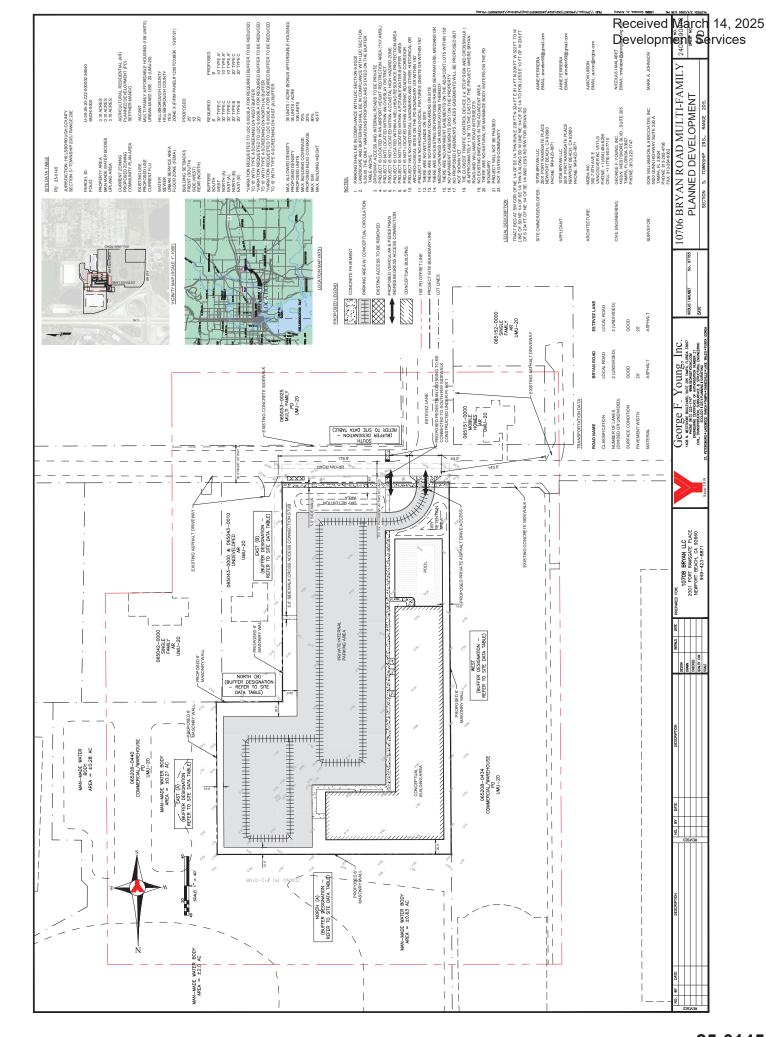
TS-3





#### ATTACHMENT B

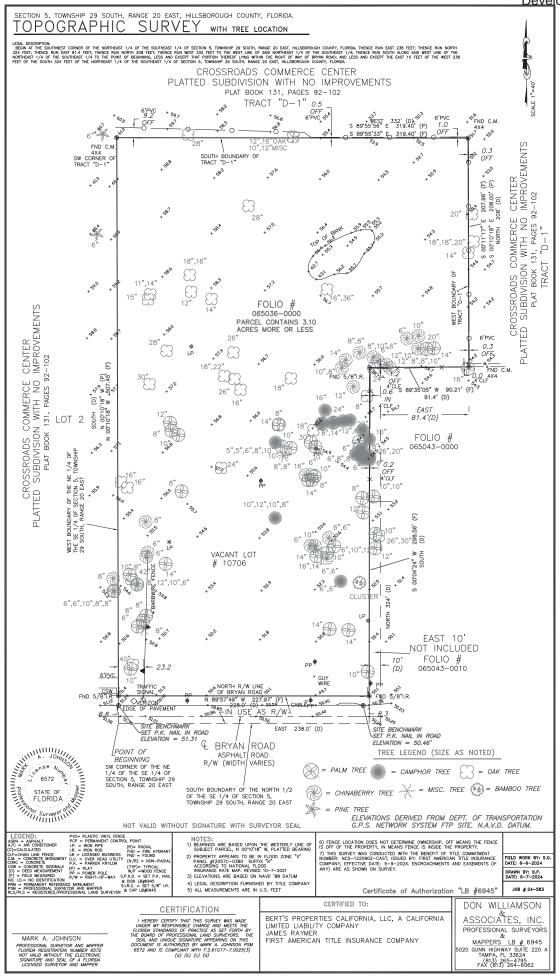
PLANNED DEVELOPMENT SITE PLAN





#### ATTACHMENT C

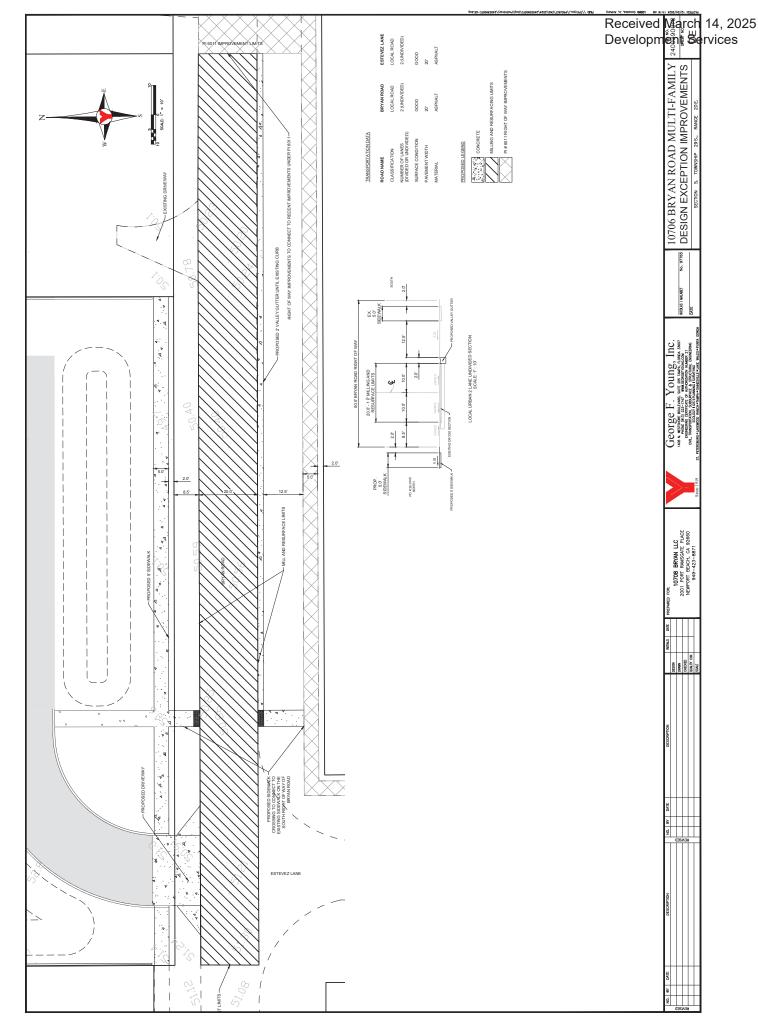
SITE SURVEY





#### ATTACHMENT D

BRYAN ROAD IMPROVEMENTS



#### **Transportation Comment Sheet**

#### 3.0 TRANSPORTATION SUMMARY (FULL TRANSPORTATION REPORT IN SECTION 9 OF STAFF REPORT)

Adjoining Roadways (cl	Adjoining Roadways (check if applicable)				
Road Name	Classification	<b>Current Conditions</b>	Select Future Improvements		
Bryan Rd.	County Local - Urban	2 Lanes  ⊠Substandard Road  ⊠Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>□ Site Access Improvements</li> <li>☑ Substandard Road Improvements</li> <li>□ Other</li> </ul>		
Williams Rd.	County Collector - Urban	2 Lanes  ⊠Substandard Road  □Sufficient ROW Width	<ul> <li>□ Corridor Preservation Plan</li> <li>☑ Site Access Improvements</li> <li>□ Substandard Road Improvements</li> <li>□ Other</li> </ul>		

<b>Project Trip Generation</b>	$\square$ Not applicable for this request		
	Average Annual Daily Trips	A.M. Peak Hour Trips	P.M. Peak Hour Trips
Existing	9	1	1
Proposed	478	37	43
Difference (+/-)	+469	+36	+42

<sup>\*</sup>Trips reported are based on net new external trips unless otherwise noted.

Connectivity and Cross Access ☐ Not applicable for this request				
Project Boundary	Primary Access	Additional Connectivity/Access	Cross Access	Finding
North		None	None	Meets LDC
South	Х	None	None	Meets LDC
East		None	None	Meets LDC
West		None	None	Meets LDC
Notes: Due to Bryan Rd. being a dead-end road. The intersection with Williams Rd. is evaluated for site access.				

<b>Design Exception/Administrative Variance</b> ⊠Not applicable for this request				
Road Name/Nature of Request Type Finding				
Bryan Rd./Substandard Roadway	Design Exception Requested	Approvable with Conditions		
Notes:				

4.0 Additional Site Information & Agency Comments Summary				
Transportation Objections Conditions Additional Requested Information/Comments				
<ul><li>☑ Design Exception/Adm. Variance Requested</li><li>☑ Off-Site Improvements Provided</li></ul>	☐ Yes ☐ N/A ☑ No	⊠ Yes □ No	See report.	

#### **COMMISSION**

Gwendolyn "Gwen" W. Myers Chair Harry Cohen Vice-Chair Chris Boles Donna Cameron Cepeda Ken Hagan Christine Miller Ioshua Wostal



#### **DIRECTORS**

Janet D. Lorton EXECUTIVE DIRECTOR
Elaine S. DeLeeuw ADMIN DIVISION
Sam Elrabi, P.E. WATER DIVISION
Diana M. Lee, P.E. AIR DIVISION
Michael Lynch WETLANDS DIVISION
Rick Muratti, Esq. LEGAL DEPT
Steffanie L. Wickham WASTE DIVISION

#### **AGENCY COMMENT SHEET**

REZONING				
HEARING DATE: February 18, 2025	COMMENT DATE: December 6, 2024			
<b>PETITION NO.: 25-0145</b>	PROPERTY ADDRESS: 10706 Bryan Rd, Tampa FL 33610			
EPC REVIEWER: Liam Huxhold	FOLIO #: 0650360000			
<b>CONTACT INFORMATION:</b> (813) 627-2600 X 1247	STR: 05-29-20			
EMAIL: huxholdl@epchc.org	0			

#### **REQUESTED ZONING:**

FINDINGS			
WETLANDS PRESENT	NO		
SITE INSPECTION DATE	NA		
WETLAND LINE VALIDITY	NA		
WETLANDS VERIFICATION (AERIAL PHOTO,	No Wetlands per Aerial and EPC File Review		
SOILS SURVEY, EPC FILES)			

The EPC Wetlands Division has reviewed the proposed rezoning. In the site plan's current configuration, a resubmittal is not necessary. If the zoning proposal changes and/or the site plans are altered, EPC staff will need to review the zoning again.

#### **INFORMATIONAL COMMENTS:**

The following specific comments are made for informational purposes only and to provide guidance as to the EPC review process. However, future EPC staff review is not limited to the following, regardless of the obviousness of the concern as raised by the general site plan and EPC staff may identify other legitimate concerns at any time prior to final project approval.

EPC staff reviewed the above referenced parcel in order to determine the extent of any wetlands and other surface waters pursuant to Chapter 1-11, Rules of the EPC. This determination was performed using aerial photography, soil surveys, and reviewing EPC files. Through this review, it appears that no wetlands or other surface waters exist onsite/ within the proposed construction boundaries.

Please be advised this wetland determination is informal and non-binding. A formal wetland delineation may be applied for by submitting a "WDR30 - Delineation Request Application". Once approved, the formal wetland delineation would be binding for five years.

Lh/cb

REZ 25-0145 December 6, 2024 Page **2** of **2** 

ec: <u>anneferr@bertsproperty.com</u> <u>michael@flamingohomes.com</u>



Treparing Students for Life

Adequate Facilities Analysis: Rezoning

**Date:** March 5, 2025 **Acreage:** 3.10(+/- acres)

Jurisdiction: Hillsborough County Proposed Zoning: Planned Development

Case Number: 25-0145 Future Land Use: UMU-20

**HCPS #**: RZ-675

Maximum Residential Units: 109

Address: 10708 Bryan Rd

Residential Type: Multifamily

Parcel Folio Number(s): 065036.0000

Faicei Folio Nulliber(s). 000000000			
School Data	Mango Elementary	Jennings Middle	Armwood High
FISH Capacity Total school capacity as reported to the Florida Inventory of School Houses (FISH)	793	1198	2524
<b>2024-25 Enrollment</b> K-12 enrollment on 2024-25 40 <sup>th</sup> day of school. This count is used to evaluate school concurrency per Interlocal Agreements with area jurisdictions	712	695	2293
Current Utilization Percentage of school capacity utilized based on 40 <sup>th</sup> day enrollment and FISH capacity	90%	58%	91%
Concurrency Reservations Existing concurrency reservations due to previously approved development. Source: CSA Tracking Sheet as of 3/5/2025	43	156	98
Students Generated Estimated number of new students expected in development based on adopted generation rates. Source: Duncan Associates, School Impact Fee Study for Hillsborough County, Florida, Dec. 2019	13	5	6
<b>Proposed Utilization</b> School capacity utilization based on 40 <sup>th</sup> day enrollment, existing concurrency reservations, and estimated student generation for application	97%	71%	95%

**Notes:** At this time, adequate capacity exists at Mango Elementary, Jennings Middle, and Armwood High School for the proposed rezoning.

This is an analysis for adequate facilities only and is NOT a determination of school concurrency. A school concurrency review will be issued PRIOR TO preliminary plat or site plan approval.

andrea a Stingone

Andrea A. Stingone, M.Ed.
Department Manager, Planning & Siting
Growth Management Department
Hillsborough County Public Schools

E: <u>andrea.stingone@hcps.net</u> P: 813.272.4429 C: 813.345.6684



#### **AGENCY REVIEW COMMENT SHEET**

**NOTE:** THIS IS ONLY FOR ESTIMATE PURPOSES, BASED ON THE FEES AT THE TIME THE REVIEW WAS MADE. ACTUAL FEES WILL BE ASSESSED BASED ON PERMIT APPLICATIONS RECEIVED AND BASED ON THE FEE SCHEDULE AT THE TIME OF BUILDING PERMIT APPLICATION.

TO: Zoning Review, Development Services DATE: 03/10/2025

**REVIEWER:** Ron Barnes, Impact & Mobility Fee Coordinator

APPLICANT: 10708 Bryan LLC PETITION NO: 25-0145

LOCATION: 10706 Bryan Rd

**FOLIO NO:** 65036.0000

#### **Estimated Fees:**

(Fee estimate is based on a 1,200 square foot, Multi-Family Units 1-2 story) Mobility: \$6,661 \* 108 units = \$719,388 \*\*\*(See note in Summary below)

Parks: \$1,555 \* 108 units = \$167,940 School: \$3,891 \* 108 units = \$429,948 Fire: \$249 \* 108 units = \$26,892 Total Multi-Family (1-2 story) = \$1,344,168

#### **Project Summary/Description:**

Urban Mobility, Northeast Park/Fire - 108 MF units

\*\*\* mobility fees could be lower if project is an approved affordable housing development working with the affordable housing department.

If Annual HH Income is less than 50% SHIP definition a unit as described above would have a rate of \$3,793 per unit

If Annual HH Income is between 50% - 80% SHIP definition a unit as described above would have a rate of \$4,453 per unit

Prepared by and After Recording Return to: Hillsborough County Affordable Housing Services Attention: Director 601 E. Kennedy Blvd. 24th Floor Tampa, FL 33602 Folio No.: (SPACE ABOVE THIS LINE FOR RECORDER'S USE) **DECLARATION** OF COVENANTS AND RESTRICTIONS for AFFORDABLE MULTI-FAMILY RENTAL UNITS THROUGH THE AFFORDABLE HOUSING DENSITY BONUS POLICY OF THE UNINCORPORATED HILLSBOROUGH COUNTY COMPREHENSIVE PLAN THIS DECLARATION OF COVENANTS AND RESTRICTIONS, also known as the Land Use Restriction Agreement, hereinafter referred to as the "LURA", is entered into this day of \_\_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and RECITALS WHEREAS, the Owner is the owner in fee of that certain real property located in Hillsborough County, Florida, as legally described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and WHEREAS, the Owner seeks to rezone the Property from to , and proposes to develop multifamily rental housing on the Property utilizing a density bonus (the "Project"), as generally depicted on the site plan submitted with rezoning application # , which rezoning was applied for in order to obtain approval for the Project; and

1

WHEREAS, rezoning # proposes an increase in allowable dwelling units per

acre from \_\_\_\_\_ to \_\_\_\_ pursuant to Objective 1.3 of the Housing Component of the

and

Unincorporated Hillsborough County Comprehensive Plan (the "Density Bonus Policy"), which provides that the maximum residential density of a project may be increased when the purpose for the increase is to provide affordable housing for households of moderate or lower income;

**WHEREAS**, under the Density Bonus Policy, twenty percent (20%) of the proposed units in the Project must be affordable to households making 100% or less of the area median income ("AMI") for a period of at least 30 years, with a minimum of 50% of the affordable units set aside for incomes at or below 60% AMI; and

**WHEREAS,** the Density Bonus Policy provides that the bonus shall be memorialized in a Land Use Restriction Agreement; and

**WHEREAS**, in compliance with the provisions of the Density Bonus Policy and in order to obtain the additional dwelling units for the Owner's Project, the Owner agrees to restrict at least 20% of the total number of residential units to be developed on the Property as affordable housing, as defined herein; and

**WHEREAS**, to maintain compliance with the Density Bonus Policy, the Owner and the County wish to ensure that the restricted units are maintained as affordable housing for a period of not less than thirty (30) years, regardless of any subsequent changes in ownership of the Property; and

**WHEREAS**, on \_\_\_\_\_\_, 2025, the Hillsborough County Board of County Commissioners approved the form of this LURA and delegated authority to execute the LURA to the County Administrator or designee.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Owner do hereby contract and agree as follows:

#### 1. RECITALS.

The recitals set forth above are true and correct and incorporated into this LURA by reference.

#### 2. PROPERTY.

The Property subject to this LURA is further described in **Exhibit "A"**, attached hereto and incorporated herein by reference.

#### 3. DEFINITIONS.

Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

a. "Adjusted Gross Income" means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Eligible Household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.

- b. "**Affordable**" means that monthly rents including taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the annual median Adjusted Gross Income for an Eligible Household.
- c. "Affordable Unit" or "Affordable Units" means those Dwelling Units that are Affordable to an Eligible Household. Affordable Unit(s) need not be limited to particular designated Dwelling Units within the Project but may be floating units that change over time. If the Project, as defined herein, is developed with the Maximum Number of Units, the number of Affordable Units within the Project shall be no fewer than \_\_\_\_\_ (\_\_\_\_) Affordable Units. Of the total number of Affordable Units within the Project, one-half of the units shall be affordable to Low Income Households.
- d. "**Dwelling Units**" means the residential rental units within the Project, including Affordable Units and those units which are market-rate. The Project is approved for no more than \_\_\_\_\_(\_\_\_) Dwelling Units (the "**Maximum Number of Units**"), of which at least 20 percent (20%) shall be Affordable Units.
- e. "**Eligible Household(s)**" means one or more natural persons or a family, the total annual adjusted gross household income of which is at or below 100 percent (100%) of the median annual Adjusted Gross Income for households within the state or the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, whichever is greater.
- f. "**Low Income Household(s)**" is an Eligible Household with a total annual adjusted gross household income which is at or below sixty percent (60%) of the median annual Adjusted Gross Income for households within the state or the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area, whichever is greater.
- g. "**Project**" means the multifamily rental housing development on the Property for which the Owner is applying to obtain rezoning approval from the County.

#### 4. <u>USE AND OCCUPANCY OF THE PROPERTY.</u>

The Owner shall comply with the following restrictions regarding the use and occupancy of the Project for the duration of the Affordability Period as defined and established in Section 5 hereof:

- a. The Owner shall develop and maintain the Project as a multifamily rental housing development and shall rent and hold available for rental no fewer than twenty percent (20%) of the Dwelling Units as Affordable Units for rent exclusively to Eligible Households, with one-half the number of Affordable Units set aside for Low Income Households.
- b. In order to receive a certificate of occupancy for a building within the Project containing Dwelling Units, the number of Affordable Units in the building must, at a minimum be greater than or equal to 20% of the Dwelling Units within that building.
- c. For each Affordable Unit, the Owner shall be responsible for accepting rental applications and determining and verifying the Adjusted Gross Income of prospective tenants to ensure such tenants qualify as an Eligible Household. Adjusted Gross Income shall be calculated

by annualizing verified sources of income for the household as the amount of income to be received by the household during the 12 months following the effective date of determination.

- d. Rents for all Affordable Units shall be Affordable to the Eligible Household occupying the Affordable Unit.
- e. The Affordable Units shall be intermixed with, and not segregated from, the Dwelling Units in the Project which are not designated as Affordable Units ("Market Rate Units"). At all times, the Affordable Units must be at least reasonably comparable in terms of size, features and number of bedrooms to the Market Rate Units. Eligible Households shall not be excluded from using common area amenities within the Project.
- f. No Affordable Unit shall be occupied by the Owner or any person related to or affiliated with the Owner or the operator of the Project.

#### 5. <u>AFFORDABILITY PERIOD</u>.

The Affordability Period shall commence upon the issuance of the first certificate of occupancy for the Project, and end after a period of no less than thirty (30) years from the last certificate of occupancy for the Project.

#### 6. RECORDS.

The Owner shall maintain complete and accurate income records pertaining to each Eligible Household occupying an Affordable Unit. These records must be updated annually and shall be maintained for at least six (6) years following the date of each such record.

At a minimum, Owner shall maintain the following records for each occupied Affordable Unit:

- a. An Eligible Household's complete application for tenancy and related information including the name of each household member, proof of identity, and employment, income and asset information for each household member;
- b. A copy of the lease agreement listing the term of tenancy, the unit occupied, the rent, and identifying each tenant residing in the Affordable Unit;
  - c. Verification that the household is an Eligible Household as defined herein; and
  - d. Verification that the Eligible Household's rent is Affordable as defined herein.

#### 7. ANNUAL REPORT; MONITORING FEE.

a. The Owner shall, during the Affordability Period as defined herein, provide an Annual Report to the County's Affordable Housing Services Department ("**Department**") between May 1 and July 31 of each year, unless the Department, in its sole discretion, agrees in writing to a different reporting period. The Annual Report shall provide the following information regarding each Affordable Unit: (a) the unit address; (b) the number of persons residing in the Affordable Unit; (c) the Adjusted Gross Income of the persons residing in the Affordable Unit; (d) the monthly rent charged; and (e) any other information reasonably required to ensure compliance

with this LURA and requested by the County. The Annual Report shall identify the dates of both the initial and the final certificates of occupancy for the Project.

b. Subsequent to submittal of each Annual Report, the Department shall provide the Owner with a written fee statement for County's actual costs of monitoring the Project for the reporting period. The Owner shall pay the monitoring fee to the County within thirty (30) days of receipt of the fee statement. Failure to make a full and timely payment shall be a violation of this LURA, subject to the enforcement provisions of Section 11.

## 8. MAINTENANCE OF THE PROPERTY AND COMPLIANCE WITH APPLICABLE LAWS.

- a. The Owner shall at all times operate the Project in conformity with all federal, state and local laws, rules, regulations, ordinances and orders which may be applicable to the Project, including but not limited to the Federal Fair Housing Act, as implemented by 24 CFR Part 100, the Florida Fair Housing Act, the Americans with Disabilities Act of 1990, and the Florida Americans with Disabilities Accessibility Implementation Act, as amended.
- b. The Owner shall maintain the Project and the Property in a condition which is consistent with the County's Land Development Code and Property Maintenance Code (Hillsborough County Code of Laws and Ordinances, Part A, Chapter 8, Article IV).

#### 9. MONITORING AND INSPECTION.

The Owner shall permit the County or its designee to inspect all records, in person or virtually, including but not limited to financial statements and rental records, pertaining to Affordable Units upon reasonable notice and within normal working hours, and shall submit to the County such documentation as required by the County to document compliance with this LURA. The County may, from time to time, make or cause to be made inspections of the Affordable Units and Project rental records to determine compliance with the conditions specified herein. The County shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the County's inspection. The County may make, or cause to be made, other reasonable entries upon and inspections of the Property, provided that the County shall give the Owner notice prior to any such inspection, specifying reasonable cause therefor related to the County's interest in enforcing this LURA.

#### 10. COVENANTS RUN WITH THE LAND.

All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the County, its successors and assigns, against the Owner, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions,

regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property or the Project. Prior to any transfer of interest in the Property or the Project, the Owner shall provide written notice to the County of the Owner's intent to transfer the Property or the Project in accordance with Section 17.

#### 11. ENFORCEMENT.

If the Owner violates any of the terms and conditions of this LURA or breaches a restriction, warranty, covenant, obligation or duty set forth herein, and if such violation or breach remains uncured for a period of thirty (30) days after written notice thereof, the County shall be entitled, in its sole discretion, to any or all of the remedies described below:

- a. If the County, by and through the Department, determines that the Owner has taken and diligently continues corrective action and that the breach cannot be corrected within the thirty (30) day period, the County may, in its sole discretion, allow the Owner up to six (6) months after first notice to cure the breach.
- b. The County may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted violation and to compel specific performance. The County shall be entitled to recover its costs and expenses and reasonable attorneys' fees in any such judicial proceeding where the County shall prevail.
- c. The County may require that the Annual Report required pursuant to Section 7 hereof be provided quarterly for so long as the County deems reasonable and necessary.
- d. In the event that the violation or breach requires that the County undertake additional monitoring of the Project, the County, in its sole discretion, may require the Owner to pay to the County a compliance monitoring fee for supplemental monitoring in the amount necessary to reimburse the County for performing such supplemental monitoring. This fee shall be in addition to, and distinct from, any reimbursement of costs and legal fees to which the County may be entitled as a result of judicial enforcement action and any fines payable to the County pursuant to Subsection 11.e. hereof and shall be payable without respect to whether the County undertakes or succeeds in judicial enforcement or code enforcement activities. The County's right to be compensated for additional monitoring shall, at the Department's discretion, extend for a period of up to two years following the most recent finding of noncompliance with this LURA. The County shall submit written fee statements to the Owner on a quarterly basis which shall be paid by the Owner within thirty (30) days of receipt.
- e. The rezoning for this Project was approved by the County in consideration of the Owner's agreement to comply with the terms and conditions of this LURA for the duration of the Affordability Period. Therefore, a violation of the terms and conditions of this LURA constitutes a violation of the approved zoning for the Project and such violation may, at the election of the County, be enforced as provided in Chapter 162, Parts I and II, of the Florida Statutes and Part A, Chapter 14, Articles II and III, of the Hillsborough County Code of Laws and Ordinances, which,

among other remedies, would enable the County to impose fines or issue citations for noncompliance and to place liens on the Property. The Owner irrevocably consents to the jurisdiction of the Hillsborough County Code Enforcement Board and Hillsborough County Code Enforcement Special Magistrate for all purposes related to enforcement of this LURA and expressly waives any objection or defense to such jurisdiction.

- f. The provisions hereof are imposed upon and made applicable to the land and shall run with the land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation.
- g. Any failure of the County to enforce this LURA shall not be deemed a waiver of the right to do so thereafter.

#### 12. <u>SUBORDINATION</u>.

The Owner shall obtain and record in the official public records of Hillsborough County the written consent and subordination to this LURA and the requirements hereof of any prior recorded lienholder of record on the Property in a form substantially similar to that attached as **Exhibit "B"**. Copies of the executed and acknowledged lienholder's consent(s), if any, shall be provided to the County for review and approval along with a current title opinion or property information report prior to the acceptance by the County of a preliminary site development plan application or site development construction plans for the Project.

#### 13. REPRESENTATIONS AND WARRANTIES OF OWNER.

The Owner warrants and represents that:

- a. The Owner has the full power, authority and capacity to enter into this LURA and to carry out the Owner's obligations as described in this LURA; and
- b. The execution and performance of this LURA by the Owner will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Property is bound, and will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

#### 14. RELEASE.

The Owner hereby releases the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, from and against any and claims, demands, damages, actions or causes of action, whether in law or in equity, which the Owner has or may have, by reason of the Owner's decision to proceed with the Project in reliance on this LURA.

#### 15. RECORDATION, EFFECTIVE DATE AND DURATION.

a. This LURA and any amendments hereto shall be recorded by the County in the Official Public Records of Hillsborough County, Florida, and the County shall pay all fees and charges incurred in connection therewith.

- b. This LURA shall become effective as of the Effective Date set forth above and upon recording of this LURA in the Official Public Records of Hillsborough County, Florida.
- c. This LURA and the restrictions provided herein shall run with the Property and shall remain in effect until the termination of the Affordability Period.
- d. Upon conclusion of the Affordability Period, the covenants herein shall be deemed satisfactory complied with unless documents properly and timely recorded with the Hillsborough County Clerk of the Circuit Court indicate otherwise, and the County and the Owner will execute a recordable document further evidencing such termination.

#### 16. <u>MODIFICATION OF AGREEMENT.</u>

The County and its successors and assigns and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this LURA must be in writing and signed by the County and the Owner, or their successors and assigns.

The County and Owner, and their respective successors and assigns, agree to amend or modify this LURA in the event that subsequent changes in state or federal law require such amendments or modifications.

#### 17. NOTICE.

All notices which may be given pursuant to this LURA shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

#### **COUNTY:**

Attn: Director Hillsborough County Affordable Housing Services Department P.O. Box 1110 Tampa, FL 33601

OWNER:	

#### 18. SEVERABILITY.

If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

#### 19. <u>ENTIRE AGREEMENT</u>.

This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

#### 20. VENUE AND GOVERNING LAW.

Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed, and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

#### 21. MULTIPLE COUNTERPARTS.

This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

#### 22. ELECTRONIC SIGNATURES AUTHORIZED.

The County and the Owner agree that this LURA and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

#### THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS HERETO**, the parties herein have caused this LURA to be executed at the place and on the day specified hereinabove.

#### HILLSBOROUGH COUNTY, FLORIDA

Signed, sealed and delivered in the presence of:	
	By: County Administrator/Designee
Witness Signature	
Name typed or printed	_
Witness Signature	
Name typed or printed	_
STATE OF FLORIDA ) COUNTY OF HILLSBOROUGH )	
	ged before me by means of $\square$ physical presence or $\square$ online
	(name of officer or agent, title of officer or
	tor or their designee, on behalf of the County. He/she is
personally known to me or has produced	(type of identification) as identification.
[Notary Seal]	
	Notary Public
	Name typed, printed or stamped My Commission Expires:

**OWNER:** 

Signed, sealed and delivered in the presence of:	
Witness Signature	
Name printed or typed	[Name, Title] [Organization]
Witness Signature	
Name typed or printed	
STATE OF	_)
COUNTY OF	_)
The foregoing instrument was acknowledge	ed before me by means of $\square$ physical presence or $\square$ online
notarization, this (date) by	(name of officer or agent, title of officer or
agent) of(name of comp	oany acknowledging), a (state or place
of incorporation) company, on behalf of the	ne company. He/she is personally known to me or has
produced (type of identification	on) as identification.
[Notary Seal]	
	Notary Public
	Name typed, printed or stamped
	My Commission Expires:

#### **EXHIBIT A**

to

# LAND USE RESTRICTION AGREEMENT LEGAL DESCRIPTION

Folio:		
Address:		
Legal Description:		

#### **EXHIBIT B**

to

# LAND USE RESTRICTION AGREEMENT CONSENT AND SUBORDINATION OF LIENHOLDER

Prepared by:
[name]
[title, organization]
[address]
After Recording Return to:
Hillsborough County Affordable Housing Services
Attention: Director
601 E. Kennedy Blvd. 24 <sup>th</sup> Floor
Tampa, FL 33602
Folio No.:
(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

#### CONSENT AND SUBORDINATION OF LIENHOLDER

The undersigned Lend	er hereby consents to the execution of the Declaration of Covenants and
Restrictions ("LURA'	by and between Hillsborough County, a political subdivision of the State
of Florida, and	
("Owner") the owner	of the property identified as Exhibit "A" to the LURA (the "Property"). A
copy of the LURA is a	tached hereto as Exhibit "1".

The undersigned Lender hereby subordinates its lien(s) on the Property to the LURA and the covenants, conditions, and restrictions therein, such that a foreclosure (or the execution of an instrument in lieu of foreclosure) of the Lender's lien(s) shall not extinguish the LURA.

The Lender acknowledges and agrees, and this Consent and Subordination of Lienholder shall be recorded by the Owner in the official public records of Hillsborough County, Florida, and a copy of the recorded document shall be provided by the Owner to the Lender.

#### LENDER:

Signed, sealed and delivered in the presence of:	
Witness Signature	
Name printed or typed	[Name, Title] [Organization]
Witness Signature	
Name typed or printed	
STATE OF	)
COUNTY OF	
notarization, this(date) by agent) of(name of com	ed before me by means of □ physical presence or □ online
[Notary Seal]	
	Notary Public
	Name typed, printed or stamped My Commission Expires:

#### **EXHIBIT "1" to CONSENT AND SUBORDINATION OF LIENHOLDER**

[attach Affordable Housing Density Bonus Declaration of Covenants and Restrictions between Owner and County]

#### **ENVIRONMENTAL SERVICES DIVISION**

Hillsborough County Florida

PO Box 1110 Tampa, FL 33601-1110

#### **Agency Review Comment Sheet**

**NOTE:** Wellhead Resource Protection Areas (WRPA), Potable Water Wellfield Protection Areas (PWWPA), and Surface Water Resource Protection Areas (SWRPA) reviews are based on the most current available data on the Hillsborough County maps, as set forth in Part 3.05.00 of the Land Development Code.

TO: Zoning Review, Development Services REQUEST DATE: 1/16/2025

**REVIEWER:** Kim Cruz, Environmental Supervisor **REVIEW DATE:** 1/29/2025

PROPERTY OWNER: 10708 Bryan LLC PID: 25-0145

**APPLICANT:** 10708 Bryan LLC

**LOCATION:** 10706 Bryan Rd. Tampa, FL 33610

**FOLIO NO.:** 65036.0000

#### **AGENCY REVIEW COMMENTS:**

At this time, according to the Hillsborough County BOCC approved maps adopted in the Comprehensive Plan, the site appears to be located within Wellhead Resource Protection Area (WRPA) Zone 2. Allowable activities on the property are limited and subject to the restrictions and prohibitions associated with WRPA Zone 2 which can be found in with <u>Sec. 3.05.03.B.</u> and <u>Sec. 3.05.04.B.</u> of the Hillsborough County Land Development Code (LDC).

At this time, according to the Hillsborough County BOCC approved maps adopted in the Comprehensive Plan, the site does not appear to be located within a Potable Water Wellfield Protection Area (PWWPA), Surface Water Resource Protection Area (SWRPA), and/or WRPA Zone 1 as defined in Part 3.05.00 of the Hillsborough County Land Development Code (LDC).

# WATER RESOURCE SERVICES REZONING REVIEW COMMENT SHEET: WATER & WASTEWATER

	TION NO.: <u>RZ-PD 25-0145</u> <b>REVIEWED BY: <u>Clay Walker, E.I.</u> DATE:</b> <u>1/21/2025</u> <b>D NO.:</b> <u>65036.0000</u>
TOLI	310
	WATER
	The property lies within the Water Service Area. The applicant should contact the provider to determine the availability of water service.
	A <u>10</u> inch water distribution main exists (approximately <u>1,100</u> feet from the site), (adjacent to the site), and is located east of the subject property within the east Right-of-Way of Williams Road. This will be the likely point-of-connection, however there could be additional and/or different points-of-connection determined at the time of the application for service. This is not a reservation of capacity.
	Water distribution system improvements will need to be completed prior to connection to the County's water system. The improvements include and will need to be completed by the prior to issuance of any building permits that will create additional demand on the system.
	WASTEWATER
	The property lies within the Wastewater Service Area. The applicant should contact the provider to determine the availability of wastewater service.
$\boxtimes$	A _4_inch wastewater forcemain exists \( \) (approximately _1,250_ feet from the project site), \( \) (adjacent to the site) and is located northeast of the subject property within the west Right-of-Way of Williams Road. This will be the likely point-of-connection, however there could be additional and/or different points-of-connection determined at the time of the application for service. This is not a reservation of capacity.
	Wastewater collection system improvements will need to be completed prior to connection to the County's wastewater system. The improvements include and will need to be completed by the prior to issuance of any building permits that will create additional demand on the system.
COMM	MENTS: The subject rezoning includes parcels that are within the Urban Service Area and would require connection to the County's potable water and wastewater systems. The subject area is located within the Hillsborough County Wastewater Service Area and will be served by the Falkenburg Wastewater Treatment Plant. If all of the development commitments for the referenced facility are added together, they would exceed the existing reserve capacity of the facility. However, there is a plan in place to address the capacity prior to all of the existing commitments connecting and sending flow to the referenced facility. As such, an individual permit will be required based on the following language noted on the permits: The referenced facility currently does not have, but will have prior to placing the proposed project into operation, adequate reserve capacity to accept the flow from this project.

#### AGENCY REVIEW COMMENT SHEET

TO:	<b>ZONING TECHNICIAN, Planning Growth Man</b>	agement	<b>DATE:</b> 2 Dec. 2024
REV	IEWER: Bernard W. Kaiser, Conservation and	Environmental Lan	ds Management
APP	LICANT: 10708 Bryan LLC	PETITION NO: 1	RZ-PD 25-0145
LOC	ATION: 10706 Bryan Rd., Tampa, FL 33610		
FOL	<b>IO NO:</b> <u>65036.0000</u>	SEC: <u>05</u> TWN: <u>2</u>	29 RNG: 20
$\boxtimes$	This agency has no comments.		
	<del>-</del>		
	This agency has no objection.		
	This agency has no objection, subject to listed	or attached conditi	ons.
	This agency objects, based on the listed or atta	ached conditions.	
COM	MENTS: .		
COIVII	VILIVIO		

# VERBATIM TRANSCRIPT

HILLSE	BOROUGH COUNTY, FLORIDA
	of County Commissioners
	Y
	)
IN RE:	) )
ZONE HEARING MASTER HEARINGS	) )
	) X
	HEARING MASTER HEARING OF TESTIMONY AND PROCEEDINGS
BEFORE:	Susan Finch and
	Pamela Jo Hatley Land Use Hearing Master
DATE:	Monday, March 24, 2025
TIME:	Commencing at 6:02 p.m. Concluding at 11:24 p.m.
LOCATION:	Hillsborough County Commission 601 East Kennedy Boulevard, Second Floor Tampa, Florida 33602
Reported by:	
Diane DeMarsh, AAERT No. DIGITAL REPORTER	1654

MS. HEINRICH: Our next application is Item D.7, 1 2 PD 25-0145. The applicant is requesting to rezone property from AR to planned development. Tim Lampkin with Development Services will provided staff findings after the applicant's presentation. MR. LERMAN: Good evening. HEARING MASTER FINCH: Good evening. MR. LERMAN: My name is Michael Lerman. I live at 8 1050 Water Street, Tampa, Florida. I'm here representing 10708 9 Bryan Road, LLC as the author -- authorized agent here of a 10 11 request for a PD for 10706 Bryan Road. 12 As you can see, we have a beautiful picture here to 13 make everybody happy and aesthetically pleasing. The subject --14 oh, how do I go back? Thank you. Thank you. 15 Subject parcel is located in a quickly changing urban It currently is zoned agriculture. It does -- it falls 16 within the urban mixed use of a 20 unit per acre future land 17 18 We are seeking a PD and asking for a density bonus for affordable housing. The density bonus will take us up to 35 19 20 dwelling units per acre. A lot of the improvements, if you see here from the south side of Bryan Road have already started due 21 22 to a prior development. The prior development is well over 23 250 units. And at the time of when we submitted to start this process, the infrastructure wasn't quite in. It now has pretty 24 much come to a completion there. Bryan Road has been improved, 25

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as well as Williams Road coming in.
 1
              We are aware that we need an additional turning lane
    to occupy their additional traffic growth that we anticipate to
 3
    add of which is in the -- in the sufficiency review.
              It is also in an area quickly changing, like I
    mentioned. It has easy access to the interstate and we don't
    foresee any significant changes to traffic patterns that will
    affect the area. Again, for affordable housing. For this
 8
    density bonus, we have already done a lot of the criteria of
 9
    which we have to in good faith, we executed the lura agreement.
10
    We also have, if I need to -- do I need to provide -- I've
11
    also -- we've gone ahead and gotten some HUD financing
12
13
    approvals. Do we need to provide that into evidence?
14
              HEARING MASTER FINCH: You could submit whatever you'd
15
    like into the record.
              MR. LERMAN: Okay. So that is all, unless we have any
16
17
    other questions. I tried to keep this as short and sweet as
18
   possible.
19
              HEARING MASTER FINCH: I appreciate that. No.
                                                              No
20
    further questions. Thank you so much.
21
              MR. LERMAN:
                           Thank you.
22
             HEARING MASTER FINCH: Don't forget to sign.
23
             MR. LERMAN: Yes.
             HEARING MASTER FINCH: Development Services.
2.4
25
    evening.
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1 MR. LAMPKIN: Good evening. Tim Lampkin, 2 Development Services. So I will do a brief overview. The applicant did a 3 good job going through the application. The applicant is proposing a development of 108 multifamily affordable residential units. It's on a 3.01 acre unified development consisting of one property. Surrounding the property is PD 12-0196, which is 8 approved for 650,000 square feet hotel light industrial 9 warehouse uses, multifamily up to 20 dwelling units. 10 applicant is preparing release -- I'm sorry, is proposing relief 11 12 from the 241 setback, which is detailed in the report. And 13 within the narrative request of -- regarding the supported 14 relief includes design features such as the six-foot masonry 15 wall, surrounding all adjacent properties, excluding the 16 perimeter areas. 17 Additionally, the applicant does note that there's an 18 approximately 275-foot area developed with a retention pond and the green space to the north which is approximately 125 feet. 19 20 The applicant is requesting a few variations. On the 21 west property boundary, the applicant proposes a ten foot wide 22 buffer with type A screening. When the required buffer is a 23 20-foot wide buffer with type B screening. The applicant proposes a north A as shown on the site plan variation of the 24 25 buffer. The applicant is proposing a ten-foot buffer with type

A screening. The required buffer is a -- a 30-foot wide buffer 1 with type C screening. The east A boundary, the applicant proposes a ten-foot wide buffer with type A screening. And the required buffer is a 30-foot wide buffer with type C screening. The applicant did provide additional justification that was included in the applicant's submittal for variations. And the only thing I'd like to say, per the applicants presentation they stated the lira was complete. It's actually 8 in process. It's in the report. It's under additional 9 information in section seven. And it's not a fully executed and 10 there may be minor changes that Offices of the County Attorney, 11 12 Development Services, affordable housing works continues working 13 with the applicant and before they qualify for the 108, it 14 will -- it will be fully executed at that point. 15 And that concludes my presentation unless you have any question. 16 17 HEARING MASTER FINCH: Just one question based on your 18 testimony. I saw the variations to reduce the buffer and so 19 forth. 20 21 MR. LAMPKIN: Yes. HEARING MASTER FINCH: I didn't see the relief -- the 22 23 request for relief from the two to one setback. MR. LAMPKIN: They kind of buried it within their 24 25 narrative instead of -- they didn't have a section for it.

you know, they definitely didn't. They also have it within --1 so some of the justification for that they wove into their variation requests. So it's -- but --3 HEARING MASTER FINCH: I see. MR. LAMPKIN: -- it's -- it's in there. You kind of have to --HEARING MASTER FINCH: So -- and it's not technically a waiver because they're --8 9 MR. LAMPKIN: Correct. 10 HEARING MASTER FINCH: -- asking for a PD, so. 11 MR. LAMPKIN: Correct. It's just relief. It's --12 it's a standard that we look at for compatibility reasons. And 13 so for that reason, that's why they wove it into the narrative. 14 And instead of -- it's the standards a little -- it's less than 15 the variation, obviously, which --16 HEARING MASTER FINCH: Right. 17 MR. LAMPKIN: -- you don't need to make a --18 recommendation upon it. It's really the overall more of a 19 holistic approach for the -- for the relief of the compatibility standard. 20 21 HEARING MASTER FINCH: All right. Understood. 22 you so much. I appreciate it. 23 MR. LAMPKIN: You're welcome. HEARING MASTER FINCH: Planning Commission. 2.4 MS. MICHIE: Willow Michie, Planning Commission staff. 25

The subject site is in the urban mixed use 20 future 1 land use category. It's in the urban service area and within the Seffner-Mango community plan. Objective 1.3 and policy 1.3.1 of the Hillsborough County comprehensive plan, state that density bonuses will be utilized as an incentive -- incentive to encourage the development of more affordable housing. approval of the affordable housing density bonus supplied, proposal is consistent with FLUE objective eight, objective one 8 and its associated policies relating to maximizing growth in the 9 urban service area in calculating density. Policy 16.1 requires 10 development in residential areas to be limited to a neighborhood 11 12 There are light industrial uses to the west of the subject site. 13 14 The applicant has included buffering and screening 15 techniques allowing for a gradual transition of intensity moving 16 eastward towards established neighborhoods. The proposal meets 17 the intensity of this policy direction. 18 Based upon the above considerations and the following goals, objectives and policies, Planning Commission staff finds 19 the proposed planned development consistent with the 20 21 Unincorporated Hillsborough County comprehensive plan subject to 22 the conditions proposed by Development Services Department. 23 HEARING MASTER FINCH: Thank you so much. Is there anyone in the audience or online that would 24 25 like to speak in support? I'm seeing no one.

1	Anyone in opposition to the request? No one.
2	Ms. Heinrich.
3	MS. HEINRICH: Nothing further, ma'am.
4	HEARING MASTER FINCH: All right. The applicant?
5	MR. LERMAN: Nothing further.
6	HEARING MASTER FINCH: Okay. Thank you. Then with
7	that, we'll close Rezoning 25-0145 and go to the next case.
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                     HILLSBOROUGH COUNTY, FLORIDA
                     BOARD OF COUNTY COMMISSIONERS
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    IN RE:
    ZONE HEARING MASTER
 5
    HEARINGS
 6
 7
                     ZONING HEARING MASTER HEARING
                TRANSCRIPT OF TESTIMONY AND PROCEEDINGS
 8
 9
              BEFORE:
                              Pamela Jo Hatley
10
                              Land Use Hearing Master
11
              DATE:
                              Tuesday, February 18, 2025
12
              TIME:
                              Commencing at 6:00 p.m.
                              Concluding at 9:02 p.m.
13
14
15
16
                              Hillsborough County BOCC
17
                  LOCATION:
                               601 East Kennedy Boulevard
                               Tampa, Florida 33601
18
19
20
21
22
23
    Reported by:
    Crystal Reyes, AAERT No. 1660
24
25
```

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Item A.19, Major Mod 25-0136. This application is out
 1
    of order to be heard and is being continued to the
 2
    March 24, 2025 ZHM hearing.
 3
              Item A.20, PD 25-0140. This application is out of
    order to be heard and is being continued to the March 24, 2025
    ZHM hearing.
              Item A.21, PD 25-0143. This application is out of
    order to be heard and is being continued to the March 24, 2025
 8
    ZHM hearing.
 9
10
              Item A.22, PD 24-0144. This application is being
    continued by the applicant to the March 24, 2025 ZHM hearing.
11
              Item A.23, PD \frac{25-0145}{}. This application is be -- is
12
13
    out of order and is being continued to the March 24, 2025 ZHM
14
    hearing.
15
              Item A.24, Special Use 25-0300, is being continued by
    the applicant to the March 24, 2025 ZHM hearing.
16
              And that concludes our published withdraws and
17
18
    continuances.
              HEARING MASTER: All right. Thank you very much.
19
                    Before we get started with the agenda, I'll go
20
21
    over some -- the meeting procedures for tonight.
22
              So the agenda consists of items that require a public
23
    hearing before a hearing master before they go to the Board of
    County Commissioners for a final decision. I will conduct a
24
    hearing on each item today and will submit written
25
```

# EXHIBITS SUBMITTED DURING THE ZHM HEARING

SIGN-IN SHEET: RFR, ZHM, PHM, LUHO

DATE/TIME. 3/04/2005 6 MHEARING MASTER: SUSCIM FINCH

Pawela So Hotles

PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION#  27  24-1040	PLEASE PRINT NAME ANN POLLACK  MAILING ADDRESS 200 CENTY Q Ave 1600  CITY St Petc STATE FL ZIP 3370 PHONE 727-820- 3989
APPLICATION#  PZ  24-1231	PLEASE PRINT Ke vih Reali  MAILING ADDRESS 40/ E Jackson St. #2108  CITY Toma STATE EL ZIP 32602 PHONE 813 445
APPLICATION#  RZ 24-1231	MAILING ADDRESS 401 E Jackson St. #2108  CITY Tanger STATE FL ZIP33602 PHONE 813-223-4800
APPLICATION#  PZ  24-133	PLEASE PRINT NAME WATTS HUMPHREY  MAILING ADDRESS 4306 PORPOISE DR.  CITY TAMPA STATE FL ZIP 33617 PHONE
APPLICATION# RZ Q4-12-31	PLEASE PRINT NAME TAT KILKEN  MAILING ADDRESS 7025 DOREEU  CITY TASH PA STATE TL ZIP 3047 PHONE 407-310  5331
APPLICATION#  22  24 123	PLEASE PRINT POLICY NAME  MAILING ADDRESS SU23 W. LAJUNCL ST  CITY THE STATE ZIP PHONE CU29

DATE/TIME: 3 24 2056 pm HEARING MASTER: SUSCINFIND

PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	NAME Hamra Bouloudere
RZ	MAILING ADDRESS 1/45 35th Ave N
25-0173	CITY St pete STATE FL ZIP 33713 PHONE 336-965-7795
APPLICATION #	NAME Steven D. Jaques
22	MAILING ADDRESS TØ3 N. Taylor Rd.
25-0123	CITY Seffher STATE FL ZIP33584 PHONE(813) 355-9101
APPLICATION #	NAME JESSICA BOOKS
RZ	MAILING ADDRESS 508 N TOYLS PL)
25-0123	CITY Suffree STATE IL ZIP 335M PHONE 727 Le 0
QZAPPLICATION#	PLEASE PRINT NAME TO de Press Man 491
25-0335	MAILING ADDRESS 300 2nd Ave South #
25-0335	MAILING ADDRESS 300 JND AND SOUTH HE CITY ST POOPE STATE FI ZIP PHONE 126
APPLICATION#	717 (20)
	CITY STATE STATE ZIP PHONE ZO 7 - FOUCE PHONE ZO 7 - FOUCE PLEASE PRINT PAGE 1260
	CITY ST PORC STATE F ZIP PHONE 1260  PLEASE PRINT MANE MAN MANE
	CITY STATE STATE SIPPLY PHONE 1260  PLEASE PRINT MANE  MAILING ADDRESS 40 S W TALEN STATE
APPLICATION#  RZ  250335	CITY ST POOPE STATE F ZIP PHONE 126

DATE/TIME: 3 24 2025 6 PM HEARING MASTER: SUSCIN FINCH

PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	NAME Michele Miles
22 25.0335	MAILING ADDRESS 412 Vine Keeper Ct
95,000	CITY STATE T ZIP 3358 (PHONE 813)695-8770
APPLICATION #	PLEASE PRINT NAME TU Mai
27	MAILING ADDRESS HOZI N. Dale Mabry Hwy
25-0372	CITY Tawph STATE FL ZIP 5348 PHONE (813/962-6230
APPLICATION #	PLEASE PRINT NAME TOOK Pressway
RZ 25-0392	MAILING ADDRESS 200 2nd Ave South 7203
05-0542	CITY St PORCE STATE ZIP PHONE SOCO TO
APPLICATION #	NAME DAJO MOVE
22 00	MAILING ADDRESS 601 WINL KA
25-0392	CITY TAMPA STATE FL ZIP 37 HP PHONE 873-616-7810
APPLICATION #	PLEASE PRINT NAME TROY TOPPOLITO
RZ az G	MAILING ADDRESS 601 WINHAM ST.
35-05 10	CITY TRAYPA STATE FL ZIP 33614 HONE &3-416 5270
APPLICATION #	PLEASE PRINT Rebecca Kert
RZ	MAILING ADDRESS 406 N Tampa St Ste 1916
24-1139	CITY Tampa STATE FC ZIP 3609 PHONE 813-368-
	3064

SIGN-IN SHEET: RFR, ZHM, PHM, LUHO

PAGE 4 OF 8

DATE/TIME: 3 34 3000 LPM HEARING MASTER: SOSOM FINCH

PLEASE PRINT CLE	EARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	PLEASE PRINT NAME Isabelle albert
23	MAILING ADDRESS 1000 W. (Ishley Dr. #900  CITY Jampa STATE & ZIP33602 PHONE 331-0976
APPLICATION#  PZ  au-1139	PLEASE PRINT GOOD MCCOMQS  NAME GOOD MCCOMQS  MAILING ADDRESS SOC Old Varby St  CITY Selful STATE FL ZIP SSTEHONE 3907
APPLICATION# RZ a4-1139	MAILING ADDRESS 4/2 Vine Keeper (+ CITY Seffner STATE ZIP 3358 PHONE (813) 6958770
APPLICATION#  RZ  24-1139	MAILING ADDRESS 13 D V. Neward Dr.  CITY Seffrer STATE FOZIP 33584PHONE 850-499-9605
APPLICATION# RZ Q4-1139	PLEASE PRINT Todd Randolph MAILING ADDRESS 207 N. MATANZAS AVE CITY TAMPA STATE FL ZIP 33609 PHONE 815-347-242)
APPLICATION#  RZ  2U-1139	PLEASE PRINT RUSSON CONN  MAILING ADDRESS GOT Valencia Park Dr  CITY Softwar STATE & ZIP 3358 PHONE 954) 793-2525

SIGN-IN SHEET: RFR, XHM) PHM, LUHO

DATE/TIME: 3 34 305 6 PM HEARING MASTER: SCOOL FINELY

APPLICATION # PLEASE PRINT TOWNER CANCER PIEUDS  MAILING ADDRESS 401 W BY SLOT GLVD  CITY THAT STATE FL ZIP 3601 PHONE 813 223 9000  APPLICATION # PLEASE PRINT CONTROL OF STATE FL ZIP 3601 PHONE 813 223 9000  APPLICATION # PLEASE PRINT CONTROL OF STATE FL ZIP PHONE 813 223 9000  APPLICATION # PLEASE PRINT CONTROL OF STATE FL ZIP PHONE 813 224 2504  APPLICATION # PLEASE PRINT NAME  MAILING ADDRESS SUB W LAWEL ST 224 2504  APPLICATION # STATE FL ZIP STATE FL ZIP STATE PL	PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION # PLEASE PRINT NAME TO STATE TO ZIP 3560 PHONE 813 2239000 CITY TOWN PA STATE TO ZIP 3600 PHONE 813 2239000 CITY TOWN PA STATE TO ZIP 3600 PHONE 813 2239000 PHONE 813 223 2500 PHONE 813 22300 PHONE 813 2300 PHONE 813 2300 PHONE 813 2300 PHONE 813 2350 PHONE 81	APPLICATION #	NAME REN TINKLER CARCON FIBLDS
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NC-GG)	APPLICATION #	PLEASE PRINT NAME Giovanni Giarratana
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	25-6011	CITY TAMPS STATE FL ZIP 33602 PHONE 813-559-5500

SIGN-IN SHEET: RFR, (ZHM,) PHM, LUHO

DATE/TIME: 3 345025 6 PM HEARING MASTER: SCAN FINCH

PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	PLEASE PRINT RON SCAR USAGE.
WW	MAILING ADDRESS 6300 SAZEWOOD Dr
05-0071	CITY PARC STATE 14 ZIP 336 PHONE 813-908 ZZII
APPLICATION #	PLEASE PRINT William J Molley
MM	MAILING ADDRESS 37 < 5 Bl-1
as-0136	CITY Taye STATE FL ZIP PHONE B 622 ES
APPLICATION #	NAME I Sabelle Albert.
WW	MAILING ADDRESS
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APPLICATION #	NAME IS CIDELLE AL LOW
	MAILING ADDRESS LOVO 10. Ornley Dr.
25-0140	CITY Januar STATE PL ZIP33602 PHONE 331 09776
APPLICATION #	PLEASE PRINT NAME P. Colin Rice
05.0143	MAILING ADDRESS 1000 W Cass
25-0113	CITY Tower STATE FL ZIP 3360 PHONE 813-915-6371
APPLICATION #	NAME Michael Leman
axus	MAILING ADDRESS 1650 water St
225-6US	CITY TAMPOR STATE F2 ZIP 3366 2 PHONE

SIGN-IN SHEET: RFR, ZHM, PHM, LUHO

DATE/TIME: 3 24 2025 CPM HEARING MASTER: SCOON PAGE 2 OF 8

PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	NAME Kawi Corbett
RZ	MAILING ADDRESS 101 & Kennely Blud, S+3700
25-0147	CITY TAMPA STATE ZIPBLO2-PHONE 813-2278421
APPLICATION #	PLEASE PRINT NAME CONDETT
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95.0300	CITY TOMPOL STATE F ZIP 336 THONE
APPLICATION #	PLEASE PRINT NAME OVOVÍN Maggara
MM 25-0265	MAILING ADDRESS 11730 TEARY LA
25-0262	CITY <u>S5 F/w</u> STATE <u>F/</u> ZIP <u>33599</u> PHONE <u>913-3/8-15</u>
APPLICATION #	NAME ARICK PLATE
mm	MAILING ADDRESS 11714 Terry LA
25-0265	CITY SHIPE STATE FL ZIR 3584 PHONE 3/3-808-11/7
APPLICATION #	PLEASE PRINT NAME FRIN JULIANO
MM	MAILING ADDRESS SAL APRES CONTRO DR SUTTE 16
25-0265	CITY TOWA STATE FL ZIP33609 PHONE 63474 7474
APPLICATION #	PLEASE PRINT MICHAEL YATES
- PWM	MAILING ADDRESS 4006 S. MACDILL AVE
22-0762	CITY TAMPA STATE FL ZIP33611 PHONE 813205 8057

SIGN-IN SHEET: RFR, ZHM, PHM, LUHO

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DATE/TIME: 3/24/2025 6 PM HEARING MASTER: SUCCION FINCH

PLEASE PRINT CLE	ARLY, THIS INFORMATION WILL BE USED FOR MAILING
APPLICATION #	PLEASE PRINT NAME KOWY CONDOCT
RZ	MAILING ADDRESS 101 E CENTRES Blud
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APPLICATION #	PLEASE PRINT NAME
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APPLICATION #	PLEASE PRINT NAME
	MAILING ADDRESS
	CITYSTATEPHONE

HEARING TYPE: ZHM, PHM, VRH, LUHO DATE: 03-24-2025

**HEARING MASTER:** Susan Finch/Pamela Jo Hatley **PAGE:** 1 of 1

APPLICATION #	SUBMITTED BY		EXHIBITS SUBMITTED	HRG. MASTER YES OR NO		
RZ 24-1040	Anne Pollack	1.	Applicant Presentation Packet	No		
RZ 24-1040	Willow Michie	2.	Revised Staff Report Planning Commission	Yes (Copy)		
RZ 24-1231	Kevin Reali	1.	Applicant Presentation Packet	No		
RZ 25-0123	Hamza Bovlovdene	1.	Applicant Presentation Packet	No		
RZ 25-0335	Todd Pressman	1.	Applicant Presentation Packet	No		
RZ 25-0392	Todd Pressman	1.	Applicant Presentation Packet	No		
RZ 25-0392	David Moore	2.	Opposition Presentation Packet	No		
RZ 24-1139	Michele Miles	l.	Opposition Presentation Packet	No		
RZ 24-1139	Elaine Lopez	2.	Opposition Presentation Packet	No		
RZ 24-1139	Ren Tiovkler	3.	Applicant Presentation Packet	No		
RZ 24-1264	Kami Corbett	1.	Applicant Presentation Packet	No		
MM 25-0071	Ryan Manasse	1.	Applicant Presentation Packet	No		
MM 25-0071	Giovanni Giarrahave	2.	Opposition Presentation Packet	No		
MM 25-0071	Michelle Heinrich	3.	Revised Staff Report Traffic	Yes (Copy)		
MM 25-0071	Ashley Rome	4.	Revised Staff Report Development Services	No		
RZ 25-0143	Colin Rice	1.	Applicant Presentation Packet	No		
RZ 25-0145	Michael Lerman	1.	Applicant Presentation Packet	No		
RZ 25-0147	Kami Corbett	1.	Applicant Presentation Packet	No		
MM 25-0265	Kami Corbett	1.	Applicant Presentation Packet	No		
MM 25-0265	Ashley Rome	2.	Revised Staff Report Development Services	No		
RZ 25-0269	Stephen Sposato	1.	Applicant Presentation Packet	No		
RZ 25-0269	Carolanne Peddle	2.	Revised Staff Report Development Services	Yes (No)		
SU 25-0300	Kami Corbett	1.	Applicant Presentation Packet	No		

#### MARCH 24, 2025 - ZONING HEARING MASTER

The Zoning Hearing Master (ZHM), Hillsborough County, Florida, met in Regular Meeting, scheduled for Monday, March 24, 2025, at 6:00 p.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida, and held virtually.

Susan Finch, ZHM, called the meeting to order at 6:02 p.m. and led in the pledge of allegiance to the flag.

#### A. WITHDRAWALS AND CONTINUANCES

Michelle Heinrich, Development Services (DS), introduced staff and reviewed the changes/withdrawals/continuances.

Susan Finch, ZHM, overview of ZHM process.

Assistant County Attorney Mary Dorman, overview of evidence/ZHM/BOCC Land Use agenda process.

Susan Finch, ZHM, Oath.

#### B. REMANDS

#### B.1. RZ 24-1040

Michelle Heinrich, DS, called RZ 24-1040.

Testimony provided.

Pamela Jo Hatley, ZHM, closed RZ 24-1040.

#### B.2. RZ 24-1231

Michelle Heinrich, DS, called RZ 24-1231.

Testimony provided.

Pamela Jo Hatley, ZHM, closed RZ 24-1231.

C. REZONING STANDARD (RZ-STD):

#### C.1. RZ 25-0123

Michelle Heinrich, DS, called RZ 25-0123.

Testimony provided.

Susan Finch, ZHM, closed RZ 25-0123.

#### MONDAY, MARCH 24, 2025

#### C.2. RZ 25-0335

- Michelle Heinrich, DS, called RZ 25-0335.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0335.

#### C.3. RZ 25-0372

- Michelle Heinrich, DS, called RZ 25-0372.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0372.

#### C.4. RZ 25-0392

- Michelle Heinrich, DS, called RZ 25-0392.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0392.
- D. REZONING-PLANNED DEVELOPMENT (RZ-PD) & MAJOR MODIFICATION (MM):

#### <u>D.1. RZ 2</u>4-1139

- Michelle Heinrich, DS, called RZ 24-1139.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 24-1139.

#### D.2. RZ 24-1264

- Michelle Heinrich, DS, called RZ 24-1264.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 24-1264.

#### D.3. MM 25-0071

- Michelle Heinrich, DS, called MM 25-0071.
- Testimony provided.
- Susan Finch, ZHM, closed MM 25-0071.

#### D.4. MM 25-0136

- Michelle Heinrich, DS, called MM 25-0136.
- Testimony provided.
- Susan Finch, ZHM, closed MM 25-0136.

#### D.5. RZ 25-0140

- Michelle Heinrich, DS, called RZ 25-0140.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0140.

#### D.6. RZ 25-0143

- Michelle Heinrich, DS, called RZ 25-0143.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0143.

#### D.7. RZ 25-0145

- Michelle Heinrich, DS, called RZ 25-0145.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0145.

#### D.8. RZ 25-0147

- Michelle Heinrich, DS, called RZ 25-0147.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0147.

#### D.9. MM 25-0265

- Michelle Heinrich, DS, called MM 25-0265.
- Testimony provided.
- Susan Finch, ZHM, closed MM 25-0265.

#### D.10.RZ 25-0269

- Michelle Heinrich, DS, called RZ 25-0269.
- Testimony provided.
- Susan Finch, ZHM, closed RZ 25-0269.
- E. ZHM SPECIAL USE

#### E.1. SU 25-0300

- Michelle Heinrich, DS, called SU 25-0300.
- Testimony provided.
- Susan Finch, ZHM, closed SU 25-0300.

#### ADJOURNMENT

Susan Finch, ZHM, adjourned the meeting at 11:24 p.m.

#### 10706 Bryan Road

#### HUD 221(d)(4) Analysis

The proposed project qualifies for a preliminary estimated HUD loan of \$18.6mm.

Page 1 - Overview
Page 2 - Notes/Assumptions
Page 3 - Source and Use of Funds (Preliminary)
Page 4 - HUD Construction Escrows Explained
Page 5 - Income
Page 6 - Expenses
Page 7 - Mortgage Amount Determinant (Preliminary)
Pages 8 - 9 - Other Costs
Page 10 - Cash Flow ROI (Preliminary)

We thank you for providing us with the opportunity to review your project.

	Underwr	iting & Proposed Terms Sui	mmation		
Term (Years)	40		Loan Criteria		
Interest Rate	5.99%		Debt Service	\$18,650,835	
Mortgage Insurance Premium	0.25%		Loan to Cost	\$19,333,919	
Annual Debt Service (Including MIP)	\$1,276,443		Statutory Limits	\$30,153,839	
Debt Service Coverage	1.15				
Estimated Cash Flow	\$191,532		Maximum Loan	\$18,650,835	
Assumed Value of Site	\$ 3,800,000				
		Sensitivity Analysis			
Interest Rate	5.70%	5.95%	6.20%	6.45%	
Loan (Based on Debt Service)	\$ 19,331,058	\$ 18.742.338	\$ 18,182,148	\$ 17.648.819	

#### 221(d)(4) loan program highlights:

- The interest rate for the permanent 40 year term is locked prior to construction commencement which mitigates all interest rate risk.

   Construction interest is capitalized in the mortgage amount.
- The permanent loan term starts at construction completion, however units can be pre-leased to mitigate initial operating deficit usage.
- The locked interest rate does not reset when the permanent term starts, and new third parties or other due diligence is not required. HUD is unique in that it provides construction to permanent "all in one" financing.
  - Minimum 87% LTC, fully amortizing mortgage.

Therefore you are mitigating interest rate risk before construction starts, interest payments are automatically included in the mortgage, and the construction period is not using up any of the 40 year term. Plus the loan is non-recourse from day one.

# BedfordLending

R	25-0145
Application N	0. 25-0 195
Name: MLC	had bermer
Entered at Pub	dic Hearing 2110
Exhibit #	Date: 312412035

#### BedfordLending Key Assumptions

Overview - This analysis reflects a 109 unit proposed multifamily new construction project.

#### **Key Considerations -**

- Recommend reviewing rents & operating expenses with proposed management company.
- Assumes no incurable environmental issues (including flood plain, seismic, etc).
- Assumes construction costs are based on prevailing wages based upon current bid from bondable GC.
- Assumes someone on ownership team has prior development experience with project of a similar size and scope.
- Assumes land is structured as one tax ID parcel (or will be by time of closing).
- Assumes sponsorship is accepting of the HUD Multifamily Regulatory Agreement signed at closing. This document is publicly available online and
  we recommend reviewing before getting started. A key consideration of HUD financing is the annual audit (on the subject property) that must be
  submitted electronically at fiscal year end.
- HUD escrows (working capital and initial operating deficit) on next page could be paid for by Letter of Credit as opposed to cash. These escrows are returned to you if unused during construction/lease-up.
- Assumes HUD timing is feasible which could be ~9-10 months (TBD). Development teams with prior HUD experience may be able to reduce this by 2-3 months, subject to HUD approval.

#### Residential Income - Included income per client.

- Of note, we used a 7% vacancy factor per HUD requirements, and any other income is also subject to this vacancy rate.
- Income projections would need to supported by an appraisal and market study. Underwritten income will be based upon appraisal conclusions based on current market conditions, not trended forward rents.

Operating Expenses - Included expenses per client.

- Of note, HUD requires at least \$250 per unit per annum in replacement reserves which are included as an operating expense.
- Expense projections would need to be supported by an appraisal. Owner-specific efficiencies will not be recognized.

Construction Costs - Included construction costs per client.

- Some costs such as financing fees, third parties, etc calculate automatically or with our best estimates for preliminary review purposes.
- HUD requires Davis-Bacon prevailing wages (by county), assumes costs are based on DB wage rates. Contractor will need experience building projects of a similar size and scope to qualify and must be bonded.
- HUD has their own contingency calculations (initial operating deficit and working capital see next page).
- 18 month construction period is an estimate and construction loan interest calculates automatically.

Energy Efficiency - Assumes project meets HUD's (optional) "Green" standards at current costs. All appliances must be Energy Star, and property must meet a "Green" certification standard. Model has been completed with "Green" assumptions, which reduces some HUD fees and provides a 40 basis point decrease in debt service payments.

Developer's Fee / Construction Oversight Fee - Developer's fees are not mortgageable unless ownership is non-profit and/or project involves LIHTC.
HUD does not provide any monies for construction oversight, management, clerk of the works, etc.

Mortgage Insurance Premium - 25 basis points assuming building is "Green." The Mortgage Insurance Premium or "MIP" is a percentage of the loan's interest rate that flows to HUD. The MIP portion of debt service payments amortize with the loan, and it's what allows HUD to guarantee the note which in turn provides a long, non-recourse, high leverage fixed rate loan to borrowers. The effective MIP over the life of the loan is 0.125% assuming the Green MIP is secured. If not "Green", loan proceeds may be impacted.

#### Approvals / permits - TBD

Taxes/Insurance - Assumes expenses include no tax abatement. Assumes insurance cost has been reviewed by insurer and meets HUD's insurance requirements.

#### Grants - None anticipated.

Housing type - Assumes market rate. Assumes no age restriction. HUD does not allow dedicated student housing. Mobile home parks are not allowed. Subdivisions are not allowed - at least 50% of a project must contain buildings of 4+ units (attached townhomes can meet this standard). Assumes limited co-working space/funished units/short-term leases (should be no more than 10% of project, and is subject to HUD approval).

#### Noise - No issues anticipated. Environmental report to determine noise.

Market demand - TBD. HUD is very particular about competing projects and sustainable market demand. Assumes rents will be supported by a market study and appraisal.

Land/structure value - Assumes land value of \$3,800,000 pledged free and clear as equity. The difference between the value of the site and the existing indebtedness (if any) can be treated as equity in a HUD construction transaction. Actual land value may increase or decrease subject to appraisal which may impact proceeds.

#### Offsite / Demo costs - TBD. Offsite / demo costs are non-mortgageable.

Prepaids - TBD. If invoices/receipts provided, can credit pre-paid expenditures required for project development that were incurred within 12-18 months of HUD application as long as costs are also included in underwriting.

Site work - TBD. Assumes land has not had work done (no dirt moved, etc). HUD will not step in "part way" through construction. Projects with vertical work in place that was subsequently "paused" are ineligible. They want to monitor and fund the work from beginning to end. Edge case scenarios involving planned unit development infrastructure can be discussed.

#### BSPRA - TBD

Interest rate - Used 5.99% for discussion purposes. If rate changes prior to closing, equity requirement may change.

10706 Bryan Road
HUD 221(d)(4)
Courses and Hear

#### BedfordLending

Sources	
Loan	\$ 18,650,000
BSPRA	\$ -
Letter of Credit	\$
a. Prepaids	\$ -
b. LIHTC	\$ -
C.	\$ -
d.	\$ -
e.	\$ -

#### Notes

TBD. Can cover Working Capital & Initial Operating Deficit escrows. TBD. Money spent before closing will be credited as a source of funds.

Assumes land worth \$3,800,000 is pledged free and clear as equity.

Notes

Cash Required at Closing includes non-mortgageable escrows highlighted below in blue (Working Capital / Initial Operating Deficit). These are returned (or prorated if used) at construction completion / stabilization and could be funded with a letter of credit versus cash.

#### Non-Mortgageable Uses

Working Capital (4% of mortgage) Initial Operating Deficit (6 mo debt service/TBD)

Land (Value & Purchase Price/Existing Debt)

746,000 Required HUD escrow - see next page. 614,909 Required HUD escrow - see next page.

Off-site/Demolition Costs

TBD.

#### Mortgageable Uses

Site Work 3,800,000 Per client (assumes meets prevailing wage). **Building Costs** 118,349 12,900,000 Per client (assumes meets prevailing wage). **Amenity** Assumes included above. **Parking** \$ Assumes included above. Commercial \$ n/a

\$

\$

**General Requirements** Assumes included above. General Overhead Assumes included above. **Builder's Profit** \$ Assumes included above. **Bond Premium** \$ Assumes included above. Other Fees 150,000 See later page. Architect Fee - Design Assumes included above.

**Architect Fee - Supervisory** \$ Assumes included above. 930.946 TBD. Based on 18 months. Construction Interest Assumes included above. Taxes **Builder's Risk Insurance** Assumes included above.

HUD Mtg Ins Pre. 0.50% \$ 93,250 Fixed HUD fee, capitalized MIP fee - (paid from loan at closing) 0.30% \$ 55,950 Fixed HUD fee, application fee - (paid before closing then reimbursed) **HUD Exam Fee HUD Inspection Fee** 0.50% \$ 93,250 Fixed HUD fee, covers their construction inspection - (paid from loan at closing) **Financing Fee** 1.00% \$ 186,500 Bedford Lending fee - (paid from loan at closing) **Placement Fee** 0.00% \$ **GNMA Fee** Ś n/a 35,000 estimate, Bedford Lending receives no portion of this fee. Lender Legal

**Title and Recording** 45,000 estimate. \$ 27,500 estimate.

Third Party Reports & Survey \$ 95,500 estimate. Monies spent is recognized as pre-paid credit / reimbursed at closing. Cost Cert Audit Fee Ś 10,000 estimate.

TBD. Contingency Reserve (Rehab Only) \$ n/a Developer's Fee n/a **LIHTC Costs** n/a

Total 19,783,805

Cash Required at Closing 1,133,805

#### **HUD Escrows Explained**

The previous page detailed two escrow line items on the source and use of funds which are included in the cash required at closing. The first is "Working Capital" and the second is "Initial Operating Deficit":

Working Capital (4% of mortgage) \$ 746,000 Initial Operating Deficit (6 mo debt service/TBD) \$ 614,909

Total Cash Required (Including the above) \$ 1,133,805

Essentially, HUD requires borrowers through cash, letter of credit, or contributed land/building value (the latter, if any) to post monies which are held and disbursed as applicable (by the lender) during the construction and lease-up period; unused portions are then returned to the borrower once certain metrics are achieved.

#### **Working Capital**

The working capital escrow requirement for new construction transactions is 4% of the mortgage amount, half of which is a construction contingency for cost overruns and approved change orders. The working capital escrow requirement for substantial rehabilitation projects is just 2% of the mortgage amount.

The deposit is used to:

- 1. Defray the cost of initial marketing and rent-up including sales and advertising, model furnishing, and equipment and supplies essential to initial rent-up, etc.
- 2. Cover project expenses that are not covered by project income or the Initial Operating Deficit Escrow in the first operating year. The project expenses include real estate taxes, permanent property insurance premiums, mortgage insurance premium, ground rents and
- 3. Cover shortfalls in interest, taxes, property insurance premiums, mortgage insurance premiums, ground rents and assessments during construction after funds available under the Building Loan Agreement are exhausted.
- 4. Fund necessary change orders and construction cost overruns not caused by the contractor from the 2% new construction contingency portion of the working capital escrow.

At final endorsement (construction completion), any remaining balance of the new construction contingency portion of the escrow (2%) may be used to fund any latent defects assurance or escrow for delayed construction items or if these needs are otherwise met, refunded to the Borrower.

Subject to HUD approval, the Lender may release any unused balance in the working capital portion of the escrow (remaining 2%) to the Borrower if the project is not in default and when the operations of the project have demonstrated that the project has achieved 6 consecutive months of sustaining (1.0x debt coverage) occupancy. Sustaining occupancy is a level or percentage of occupancy of tenant units (by rent paying tenants) consistent with signed leases such that the monthly rents paid are sufficient to pay all operating expenses for the month (actual or prorated annual costs as applicable) plus monthly debt service composed of principal, interest, and MIP. Any subordinate debt requiring current payment must be included in the sum of debt service.

#### Initial Operating Deficit

The purpose of the operating deficit escrow is to provide funding for operating expenses, non-capitalized property taxes, insurance and interest and principal payments when income is insufficient during the initial lease up period.

For all new construction and for substantial rehabilitation projects (in which there will be significant resident displacement resulting in negative cash flow during the rehabilitation period), the operating deficit escrow will be the greater of:

- 1. What the appraisal, HUD and underwriting analysis determines to be appropriate; or
- 2. 3% of the mortgage amount; or
- 3. 4 months debt service (Principal & Interest and Mortgage Insurance Premium) if the property is a garden apartment, or 6 months debt service (Principal & Interest and Mortgage Insurance Premium) if the property is an elevator building where a single Certificate of Occupancy will be issued before any of the units or any of the entire floors can be rented.

Subject to HUD approval, the Lender may release any unused balance in the initial operating deficit escrow to the Borrower when the project has achieved six consecutive months of sustaining occupancy (defined above). For apartment projects consisting of separate buildings, each of which is leased up separately, HUD will consider partial releases of the operating deficit escrow as individual buildings achieve 6 consecutive months of sustaining occupancy.

When determining return on investment for a given project, it is important to note the prorated returns of these escrows. Theoretically, if the above escrows were unused, at project stabilization the cash in the transaction would be equivalent to:

	1				ODE Natio			
Unit Type	No. of Living Units	No. of Units Assisted	Living Area (Sq. Ft.)	Composition of Units	PBE Not in Rent (\$) *(Sec. F-1)	Unit R		Total Monthly Unit Rent (\$)
	52		587	1 BR		\$	1,750	\$91,000
	51		850	2 BR		\$	2,100	\$107,100
	6		1000	3 BR		\$	3,000	\$18,000
	0		0			\$	-	\$0
	0		0			\$	-	\$0
	0		0			\$	-	\$0
	0		0			\$	-	\$0
	0		0			\$	-	\$0
	0		0			\$		\$0
Employee(s)								
Liv. Unit(s)	0							
Totals	109		79,874	r All Living	Units	\$216,100		
3. Number of Parkir	ng Spaces		4. Parking and Other in	come (Not Included in Rent)	· / / · · · · /			
Attended					per month =	RUBS		\$0
_					per month =	Other		\$0
Self Park		0			per month =	Parking		\$0
Total S	Spaces	0			Total	Ancillary I	ncome	\$0
<ol><li>Commercial Spec</li></ol>	e (Describe)							
Area-Ground Level		sq. ft. @		per sq. ft./mo.	= \$0	Total		
						Commerc	ial	\$0
6, 7.			T	otal Estimated Monthly Gross Income at 100 Po	ercent Occupancy	,	\$	216,100
7.				Total Annual Rent (Item 6	times 12 months		S	2,593,200

Se	ction G - Estimate of Replacement Cost						-	tion H - Annual Income Computation	15		
	Land	Improvements					1.	Estimated Residential Gross Income			
1.	Unusual Land Improvements							(Line 7, Sec. E, Pg.2)		\$	2,593,2
2.	Other Land Improvements		\$	3,800,000			2.	Occupancy (Residential)			93.0
		-					3.	Estimated Commercial Gross Income		S	-
							4.	Occupancy (Commercial)			80,0
3	Total Land Improvements					\$3,800,000		Effective Gross Income (Line 1 x Line 2	2)	S	2,411,67
-		Structures				40,000,000		Total Project Expenses (Line 30, Sect	-	\$	943,70
4			\$	12,900,000	¢110 2	40	•	Net Income to Project (Line 3 minus Lin		\$	1,467,97
	Main Buildings	-	-	12,900,000	\$110,3	49				*	39
	Accessory Buildings/Amentities		\$	-			-	Expense Ratio (Line 4 divided by Line 3	))	_	35
	Garages & Carports		\$	-		100	500	ction I - Estimate of Annual Expense			
7.	Commercial		\$					Adminis	strative		
8.	Total Structures				\$	12,900,000	1.	Advertising	\$ -		
9.	Subtotal (Line 3 plus Line 8)				\$	16,700,000	2.	Management Fee 8.0%	\$ 192,934		
0.	General Requirements			0.0%	\$	-	3.	Other	\$ -		
11.	Subtotal (Line 9 plus Line 10)				\$	16,700,000	4.	Total Administrative			\$192,93
		Fees									
2.	Builder's General Overhead			0.0%	\$	-		Opera	iting		
3	Builder's Profit			0.0%		-	5	Elevator Maintenance Exp.	\$ -		
4.	* * * * * * * * * * * * * * * * * * * *			-	\$	16,700,000		Security	\$ -		
	Bond Premium			-	\$	.0,100,000		Cable / Internet	\$ -		
-				_	\$	150 000		Lighting and Misc. Power	\$ -		
	Other Fees			-		150,000		•			O
	Estimated Total Cost of Construction			-	\$	16,850,000		Water & Sewer	\$ 72,350	Lu	тр Ор Ехр
8.	Architect's Fee - Design	75%		0.0%	_	-	-	Gas	\$ -		
9.	Architect's Fee - Supervisory	25%		0.0%	\$			Garbage and Trash Removal	\$ -		
20.	Total For Ali Improvements						12.	Payroll	\$ -		
	(Sum of Lines 17 through 19)				\$	16,850,000	13.	Other & snow removal	\$ -		
11.	Cost Per Gross Square Foot		\$				14.	Total Operating			\$72,35
	(Line 20 divided by Item 6, Section E)	-									
2	Construction Time 12 Months Plus 2 =			20	Months			Mainte	nance		
-	and the same of th	ncing During Const	muctic		resorte to		15	Contracts	s -		
13		neing buring const	ucuc		-				\$ 67,362	\$	61
٤٥,	Interest [x] months @				on			Repairs		Đ.	07
	\$9,325,000	-	\$	930,946				Pest	\$ -		
24.	Taxes	-	\$	-				Insurance	\$ 246,994	\$	2,26
25.	Insurance		\$	-			19.	Ground expenses	\$ -		
26.	HUD/FHA Mtg. Ins. Pre.	0.50%	\$	93,250			20.	Decorating	\$ -		
27.	HUD/FHA Exam. Fee	0.30%	\$	55,950			21.	Total Maintenance		\$	314,35
28.	HUD/FHA Inspection Fee	0.50%	\$	93,250			22.	Replacement Res.: New Const. = (.006	8 x Line 8,		
29.	Financing Fee	1.00%	S	186,500				Sec. G Total Struct.) Rehab = (.004 x	Mort/Loan	\$	27,25
	Permanent Placement Fee	0.00%		-				Requested in Sec. M)	-		
	GNMA fee	0.00%					22	Subtotal Expenses (Sum of Lines 4, 1	14 24 and 22\	S	606,89
		_							14, 21 810 22)	3	000,08
	Lender Legal	0.00%		35,000			24.	Real Estate: Est. Assessed Value =			
	Title & Recording:		\$	45,000							
4.	Total Charges and Financing				\$	1,439,896		at \$1000 =	\$ 336,810	\$	3,09
		ization and Audit F	ee				25.	Personal Prop. Est. Assessed Value			
	Legal		\$	27,500			\$	-			
16.	Organization		\$	95,500				at \$per \$1000 =			
	Cost Certification Audit Fee		\$	10,000			26.	Other	\$ -		
	Total Legal, Organization and Audit Fee				\$			Commercial	\$ .		
	Builder's and Sponsor's Profit and Risk			0.0%	\$			Misc	s -		
	Consultant Fee (NP only)			-	\$	_		Total Taxes	<del></del>	8	336,81
				-					-	*	
	Developer's Fees			_	\$			Total Expenses (Line 23 plus Line 29)	-	\$	943,70
	Contingency Reserve (Rehabilitation Only)			0.0%			31.	Avg. exp. per unit per annum (PUPA)			
	Relocation Expenses (Rehabilitation Only)			-	\$	-		(Line 30 divided by Total Item 7 Sec. 0	(2)	\$	8,65
4,	LIHTC Costs				\$						
15.	Total Estimated Development Cost			-							
	(Lines 20 + 34 + 38 through 44)				\$	18,422,896					
6.	Land (Estimated Market Price of Site)			-							
-	,					0.000.000		204 200			
					\$	3,800,000		\$34,862 per unit			
7.	<b>Total Estimated Replacement Cost of Project</b>										
	(Line 45 plus Line 46)				\$	22,222,896					
8.	Average Cost Per Living Unit		\$	169,017							
	(Line 45 divided by Total in Sec. C, Item 7)	-									
	the state of the state of the state of										

#### APPLICATION ADDENDUM

10706 Bryan Road HUD 221(d)(4) Application for Mortgage Insurance

#### MORTGAGE AMOUNT DETERMINATION

Estimated Net Earnings (from H-5) DCR	\$1,467,976 1.15	Market Rate
Net Earnings Available for Debt Service	\$1,276,501	
Maximum Mortgage based on Debt Service Coverage	\$18,650,835	
Additional Debt Supportable by Tax Abatement	\$ -	
Maximum Mortgage w/ Tax Abatement Savings	\$18,650,835	
Total Estimate Replacement Cost of Project (from G-47)	\$22,222,896 87%	Market Rate
Maximum Mortgage based on Replacement Costs	\$19,333,919	]

Per Unit Cost Limits - No Elevator	Base	# of Units	Total	
Bedrooms	36d, 864		50°	
1 Bedrooms	875,5004		83,94 ( 008	
Bedroomw	591 749		THE REPORTED.	
1 Bedrooms	\$115,160	0.	\$690 ABO	
= Bedraams+			361	
		109	92 /17 /67	
	Mulliplie	1.683	270 0	Estimale/TED
		_	883 (50,451	
Warranted Price of Land	50	100	OUD, DOP CE	
Costs Not Attributation Dwalling Linu			5 7197488	Estimale/TBD
Paling apalities			.50	
Maximum Mortgage based on Statutor	y Limits		530,158,839	

fortgage Amount (Lesser of above MORTGAGE	calculations)  E PAYMENT CALCU	LATION	\$18,650,835	Rounding	\$18,650,000	
<u>Amount</u>	Term (yrs)	Rate	Pymt w/o MIP	MIP	Total	Debt Service
\$18,650,000	40	5.99% TBD	\$102,485	\$3,885 TBD	\$106,370	1.15
Annual Debt Service		P&I	\$1,229,818	With MIP	\$1,276,443	
Surplus Cash (93% Occupancy)	Service and the service of the servi	27 VA - 4		With MIP	\$191,532	1

#### 10706 Bryan Road ATTACHMENT TO HUD FORM 92013

#### Section I, Item 36; Organizational - Detail

#### Organizational Cost

1	Market Study (including update if needed)		\$ 12,500	Estimate
2	Phase I & Environmental Review		\$ 6,500	Estimate
3	Appraisal (including update if needed)		\$ 12,500	Estimate
4	Energy Audit (Optional)		\$ 36,500	TBD/Estimate
5	Architectural & Construction Cost Review		\$ 17,500	Estim <b>a</b> te
6	Zoning Report		\$ -	TBD
7	Survey		\$ 10,000	Estimate
8	GeoTech		\$ -	TBD
9	Traffic		\$ -	TBD
10			\$ -	
11			\$ -	
12			\$ -	
		Total	\$95,500	-

#### 10706 Bryan Road ATTACHMENT TO HUD FORM 92013

#### Section G, Item 16; Other Fees - Detail

#### Owner's - "Other Fees"

1	Permits	\$	-	
2	Impact Fees	\$	150,000	
3	Furnishings	\$	-	Common Area Only
4	Engineering	\$	-	
5		\$	-	
6		\$	•	
7		\$	-	
8		\$	-	
9		\$	-	
10		\$	-	
11		\$	-	
12		\$	-	
13		\$	-	
14		\$	-	
15		\$	-	
16		\$	-	
17		\$	-	
18		\$	-	
19		\$	-	
20		\$	-	_
		Total \$	150,000	_
				_

#### General contractor's - "Other Fees"

#### From Form 2328

1 General Constructor Cost Cert2 Material Testing

\$ -Total \$ -

Total Other Fees \$ 150,000.00

#### "Back of the Napkin" Cash Flow Analysis

Cash at Closing	\$1,133,805	
IOD and Working Capital (HUD Escrow) Reimbursement	\$680,455	Assumes 50% Returned at Stabilization
Net Cash Invested	\$453,350	
NOI at 93% Occupancy	\$1,467,976	1
Debt Service	\$1,276,443	
Net Cash Flow	\$191,532	
NOI at 95% Occupancy	\$1,519,840	1
Debt Service	\$1,276,443	1
Net Cash Flow	\$243,396	
Cash on Cash ROI		
Net Cash Invested	\$453,350	
Net Cash Flow At 95% Occupancy	\$243,396	
Preliminary Estimate Only*	53.7%	

<sup>\*</sup>Internal Rate of Return will vary.

# PARTY OF RECORD

# **NONE**