

Development Review Comments Letter

4/10/2023 6:06:50 PM

TRANSWESTERN NORTH PUD DEVELOPERS AGREEMENT #29857

ID	DESCRIPTION	REMARK	STATUS	DEPT	APPLICANT RESPONSE
1	Developers Agreement	N/A	INFO	911	
2	Developers Agreement	N/A	INFO	DOH	
3	Developers Agreement	No comments.	INFO	ENGDRN	
4	Developers Agreement	Approved	INFO	FRMSH	
5	Developer Agreement	No issues with agreement	INFO	IMPCT	
6	impact	No issues with agreement	INFO	IMPCT	
7	Developers Agreement	n/a	INFO	LSCAPE	
8	Verify compliance as applicable with Article 6.7, 6.8, and 6.9	n/a	INFO	LSCAPE	
9	Developers Agreement	A) Growth Services – Land Use has provided a series of review remarks for transmittal directly to the Developer's Attorney, however the items are briefly summarized below: 1. Opening paragraph – delete the date of June 6, 2018 – leave a blank space. 2. Item C – The PUD proposes options for other use – should this been noted/acknowledged here, although "industrial warehouse development" may be the primary use. 3. Item 1.5 – The 20th Extension will connect to 29th, but not to 484 – something may be off in regards to this description. 4. Item 3 – The Dev. Agreement needs to address the statutory requirements for Agreements, not just use and density, but population density, building intensities, height, etc. – especially given the range of uses proposed. 5. Item 4 – The study assesses industrial warehouse development but exchanges will be authorized, but is a buildout of 2025 appropriate? Particularly if there are exchanges? 6. Item 5.2.1 – Road design needs to be more specific – and may also address with updating Exhibit "E" to provide two cross-section illustrations. 7. Item 5.8.2.2. – May need to be adjusted if the 29th widening does become a PUD requirement. 8. Item 6.2.1 – Deltona is listed as the property owner of the Exhibit "G" parcels but they aren't a party to the Agreement. How will their participation be ensured? 9. Item 7.3 – Impact Fee Credits expire in 20 years per the LDC, but the Agreement is proposed for 30 years – clarification that this "mis-match" is intended is necessary. And there may need to be language addressing the expiration of credits, the expiration of the PUD/plans, as well as the sale of credits as capacity reservation is separate from credits and impact fee payments. 10. Item 9.1 – Can/how would exchanges affect the trip reservation – or will it – acknowledging it may limit development potential. Are this supposed to be general trips or PM peak hour trips?	NO	LUCURR	

		11. Items 9.2 & 9.4 – LDC looks for capacity reservation and capacity reservation fees to be tied to project approvals. A reservation beyond their expiration if the one or more are not built or completed so they expire may create issues as the capacity reservation fees act as a credit to the impact fees. Add language to address sale of credits leaving none remain if project is incomplete will then require payment of any potentially then due impact fees. 12. Item 13 – The PUD Rezoning with master plan is being considered, but it needs more specific Development Standards for the alternative uses. 13. Item 16.15 – 30-year agreement vs Impact Fee Credits and Capacity Reservation/Fee timing. 14. Item 16.18 – Enlarge the Exhibits sufficient to make them legible. B) Review remarks from the County Attorney have been provided directly to the Developer's Attorney, the Agreement applicant.			
10	Developers Agreement	APPROVED - no water or sewer impacts as a result of this DA.	INFO	UTIL	
11	Developers Agreement		INFO	ZONE	