

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	<p>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:</p> <ol style="list-style-type: none"> 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	

		<p>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.</p> <p>12. Item 13 – The PUD Rezoning with master plan is being considered, but it needs more specific Development Standards for the alternative uses.</p> <p>13. Item 16.15 – 30-year agreement vs Impact Fee Credits and Capacity Reservation/Fee timing.</p> <p>14. Item 16.18 – Enlarge the Exhibits sufficient to make them legible.</p> <p>B) Review remarks from the County Attorney have been provided directly to the Developer's Attorney, the Agreement applicant.</p>			
10	Developers Agreement	APPROVED - no water or sewer impacts as a result of this DA.	INFO	UTIL	
11	Developers Agreement		INFO	ZONE	