

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Development Review Committee

DATE: 05/04/10

FILE: PGM10-188

SUBJECT: Cannon Ranch DRI/Development Agreement Amendment; New Cities Land Company, Inc.; Bates Properties, Inc; DAD Properties, LLC; Cannon Ranch, LLC; Bella Verde East CDD; Bella Verde Lake CDD; Bella Verde Golf CDD; and Cannon Ranch Co-Tenancy DRC: 6/10/10, 1:30 p.m., DC

FROM: Richard E. Gehring
Growth Management Administrator

REFERENCES: Section 380.06(19), Florida Statutes; Land Development Code, Section 403, Development Agreements; Comm. Dist. 1
Planners: Dawn Sutton & Cynthia Spidell

It is recommended that the data herein presented be given formal consideration by the Development Review Committee (DRC).

DEVELOPERS' REQUEST:

The proposed changes to the Development Agreement (DA) are summarized in Attachment 5 which includes a comparison with staff's recommendations.

It should be noted that on March 6, 2009, a Notice of Proposed Change (NOPC) and DA Amendment application was submitted. During the review of the NOPC application and this DA amendment, it was determined that this DA Amendment should proceed separately from the NOPC application. As such, staff provided initial comments to the NOPC Application and put it on hold, pending Board of County Commissioners' consideration of this DA Amendment.

DESCRIPTION AND CONDITIONS:

The Cannon Ranch Development of Regional Impact (DRI) is a 1,965.32-acre, mixed-use development located in East Pasco County, one mile east of I-75, on the south side of S.R. 52 with Curley Road on the east boundary and Tyndall Road on the south boundary, in Sections 09, 10, 11, 14, 15, and 16, Township 25 South, Range 20 East.

The project is currently approved for:

Residential Units	6,700 d.u.
Commercial	183,000 s.f. (GFA)
Office	52,000 s.f. (GFA)

The pending NOPC application on file proposes to change the approved entitlements as follows:

Residential	4,373 d.u.
Golf Course	18 holes
Commercial	135,000 s.f. (GFA)
Office	100,000 s.f. (GFA)

For purposes of concurrency, the approved DA analyzed the proposed revised entitlements which are subject to approval through the pending NOPC application.

BACKGROUND:

See Attachment 4.

FINDINGS OF FACT:

On March 23, 2009, the applicant/developer was required to provide a performance guarantee for the State Road 52 Phase 1 pipeline project (see Attachment 3 for Phase 1 limits and description).

To date the applicant/developer has not provided this performance guarantee. As part of their request, the applicant is proposing to amend the deadline for providing the performance guarantee from March 23, 2009 to the date the BCC approves this DA amendment.

Staff is recommending that the performance guarantee deadline due date be amended from March 23, 2009 to this DRC hearing date of June 10, 2010. In an attempt to alleviate some of the burden, staff has also split apart the submittal requirements for the performance guarantee. Originally the DA required the developer to post a performance guarantee for all of Phase 1 of the pipeline project, as proposed by this amendment, the first guarantee required is for design, right-of-way acquisition and permitting of Phase 1 and the second guarantee, due upon approval of cost estimates or 12/21/11, is for construction of Phase 1.

The first performance guarantee required, shall be in the amount of \$6,981,250. This amount represents the design costs of \$481,250 and right-of-way acquisition costs of \$6,500,000, as shown on Exhibit G of the currently approved DA and which is provided herein as Attachment 7.

Staff does not support the developer's request to tie the submittal of the performance guarantee to the BCC approval date for the DA because the developer failed to post the performance guarantee by March 23, 2009 (6 months after approval of the DA by the BCC) as well as the original deadline of March 8, 2006 (18 months after approval of the DA by the BCC). In addition, providing staff with the bond at this DRC will ensure that such bond can be accepted by the time this DA Amendment goes to the BCC for consideration.

The applicant's failure to provide the performance guarantee today will result in the project being considered in default and staff will forward this default recommendation to the BCC. In the event of a default, the transportation concurrency vesting set forth in the DA shall be terminated.

ALTERNATIVES AND ANALYSIS:

1. Accept the performance guarantee in the amount of \$6,981,250. and recommend approval of the DA amendment to the Local Planning Agency (LPA) and the BCC.
2. Accept the performance guarantee and recommend approval of the DA amendment to the LPA and the BCC with modifications.
3. Recommend to the BCC that Cannon Ranch DRI be deemed in default for failure to provide the applicable performance guarantee.
4. Direct staff as to other action desired by the DRC.

RECOMMENDATION:

The Growth Management Department staff recommends that the DRC approve Alternative No. 1, accept the required performance guarantee and recommend approval of the DA amendment to the LPA and the BCC.

ATTACHMENTS:

1. Location Map
2. Redlined Development Agreement with Attachments
3. SR 52 Pipeline Phase 1 Diagram/Description
4. Project History and Background
5. Comparison Table
6. Ex-Parte Forms
7. Development Agreement Exhibit G – Proportionate Share Credits and Impact Fee Credits table

REG/DS/CS/ds

DEVELOPMENT REVIEW COMMITTEE ACTION: