

**REPORT OF THE PLANNING AND DEVELOPMENT DEPARTMENT FOR
AN APPLICATION FOR A SECOND AMENDMENT TO THE DEVELOPMENT**

AGREEMENT FOR ORDINANCE 2024-378

JUNE 18, 2024

The Planning and Development Department hereby forwards to the Land Use and Zoning Committee and City Council its comments and recommendation regarding Application for a Second Amendment to the Development Agreement for **Ordinance 2024-378**.

Name of Development: Pattillo - Publix: 1st Amendment

Concurrency Number: 24048

Location: Beaver Street between Blair Road and Wheeler Road.

Real Estate Number(s): 006829-9100

Current Zoning District: Industrial Light (IL)

Current Land Use Category: Light Industrial (LI)

Planning District: Northwest, District 5

City Council District: The Honorable Randy White, District 12

Project Description: Development of the remaining 603,683 enclosed square feet of warehouse use.

Applicant/Agent: John Rice, Esquire
Gunter, Yoakley & Stewart, P.A.
1 Independent Drive, Ste 2300
Jacksonville, Florida 32202

Owner: Publix Super Markets, Inc.
P.O. Box 407
Lakeland, Florida 33802

Staff Recommendation: **APPROVE**

GENERAL INFORMATION

Application for a Second Amendment to the Development Agreement for **Ordinance 2024-378** seeks to extend the duration of the Development Agreement until September 28, 2031. The remaining undeveloped property for Publix subject to this amendment consists of approximately 33.95± acres.

The Development Agreement was originally approved in 2001 with Pattillo Construction Company for 1,080,000 enclosed square feet of warehouse use on approximately 96.0 acres. In 2005, Pattillo assigned its entire interest in the Development Agreement to R.L.R. Investments (“RLR”). Beginning in 2010, RLR requested and received two automatic 2-year extensions associated with the Community Planning Act, 2010-147 (Senate Bill 1752 & House Bill 7207). In November 2012, RLR partially assigned its interest in the Development Agreement to Publix for approximately 603,683 enclosed square feet of development rights. RLR retained development rights to the remaining 342,528 square feet of enclosed area for their property. The Development Agreement was also bifurcated between the applicant and RLR for their respective interests and compliance obligations. In 2015, Publix amended and extended the Agreement’s expiration date to September 7, 2020, as described in the First Amendment to Development Agreement (2015-746). The Agreement was further extended to September 12, 2024, by operation of the Florida Governor’s declarations of emergency.

Recently, Publix submitted a Concurrency Reservation Certificate (CRC) through the Concurrency and Mobility Management System Office (CMMSO) proposed to construct an approximately 369,780 square foot cold storage facility (ITE Code 157) at the Publix West Parcel. The new facility will be similar to that of the existing warehouse located on the Publix East Parcel. The Applicant seeks to amend and extend the Agreement’s expiration to September 28, 2031, to develop the West Parcel in the future.

CRITERIA FOR REVIEW

Pursuant to the provisions of Section 655.205(h)(1) of the Concurrency and Mobility Management System, a request to amend or cancel a development agreement must state the basis for the request and must include facts sufficient to indicate why there is justification for the amendment or cancellation.

- (i) *Conditions that require the owner or developer to mitigate the impacts of all existing and proposed development, including mitigation of any impacts resulting in changes in the original or amended development agreement due to the cancellation or amendment of same;*

According to the application, there are no additional impacts due to the proposed second amendment to extend the Duration of Agreement.

- (ii) *Conditions that require the owner or developer to request and receive a rescission of or amendment to all development permits or other approvals which authorize development beyond that which is authorized under an amended or cancelled development agreement;*

According to the application, no development permits or other approvals have been issued which authorize development beyond that which is authorized under the Development Agreement, as amended herein.

- (iii) *Conditions that require the owner or developer to satisfy all applicable conditions of the existing development agreement with regard to existing and proposed development.*

Publix shall continue to satisfy all applicable conditions of the Agreement relating to the Publix's West Parcel.

The development agreement is subject to a performance schedule and an annual renewal fee (calculated at \$18,664 between 2013-2015 and \$27,996 between 2016-2023) each year that the agreement is in effect for the remaining undeveloped enclosed area for the purpose of reserving traffic circulation capacity. Since 2013, Publix has paid approximately **\$261,296** in annual fees.

Permits issued to the date are included in attached Exhibit D of the Second Amendment of the Development Agreement.

SUPPLEMENTAL INFORMATION

Although the development rights held under the Development Agreement are not subject to a mobility fee, staff completed a mobility fee calculation for the same amount of remaining development rights held under the development agreement. The mobility fee was calculated to be \$295,307. A copy of the mobility fee calculation summary sheet is attached.

RECOMMENDATION

Based on the foregoing, it is the recommendation of the Planning and Development Department that Application for a Second Amendment to Development Agreement **2024-378** be **APPROVED**.