

02/18/2021

COLLIER COUNTY
Collier County Planning Commission

Item Number: 11.A

Item Summary: Town Plan-This is information related to the creation of an SRA Town by amending the Longwater Village SRA to add 515.1 acres to form a town SRA, which Town will also address impacts from the Rivergrass Village SRA, and the Bellmar Village SRA. No action is required other than being informed. The Board of Collier County Commissioners (BCC) will be asked to approve a Town Agreement at the April 27, 2021, BCC hearing when the Longwater Village SRA and Bellmar Village SRA petitions are also heard. [Coordinator: Nancy Gundlach, Principal Planner]

Meeting Date: 02/18/2021

Prepared by:

Title: Planner, Principal – Zoning

Name: Nancy Gundlach

02/01/2021 4:34 PM

Submitted by:

Title: Manager - Planning – Zoning

Name: Ray Bellows

02/01/2021 4:34 PM

Approved By:

Review:

Planning Commission	Diane Lynch	Review item	Completed	02/08/2021 10:12 AM
Growth Management Operations & Regulatory Management	Donna Guitard		Review Item	Completed
Zoning	Ray Bellows	Review Item	Completed	02/08/2021 11:21 AM
Zoning	Jeremy Frantz	Additional Reviewer	Completed	02/10/2021 3:48 PM
Planning Commission	Edwin Fryer	Meeting Pending		02/18/2021 9:00 AM
Zoning	Anita Jenkins	Additional Reviewer	Skipped	02/04/2021 11:50 AM



INFORMATIONAL MEMO

TO: COLLIER COUNTY PLANNING COMMISSION

FROM: ZONING DIVISION – ZONING SERVICES SECTION
GROWTH MANAGEMENT DEPARTMENT -
PLANNING & REGULATION

HEARING DATE: FEBRUARY 18, 2021

SUBJECT: TOWN PLAN FOR RIVERGRASS VILLAGE STEWARDSHIP
RECEIVING AREA (SRA), LONGWATER VILLAGE SRA,
AND BELLMAR VILLAGE SRA. COMPANION TO SRA-
PL20190001836, LONGWATER VILLAGE SRA AND SRA-
PL20190001837, BELLMAR VILLAGE SRA

***INFORMATIONAL ONLY – NO ACTION REQUIRED BY CCPC:**

The creation of a Town Agreement has been proposed by Collier Land Holdings, Ltd. and CDC Land Investments, LLC to address the combined impacts of the Rivergrass Village SRA, the Longwater Village SRA, and the Bellmar Village SRA. (Please see Attachment A-Town Agreement.)

The Town Agreement includes a commitment that within 12 months of the approval of the Longwater Village SRA and the Bellmar Village SRA, an SRA Town Application will be submitted to amend the Longwater Village SRA to add 515.1 acres and form a new Town.

The Town Agreement further stipulates several characteristics of the proposed new town which are summarized in this Memorandum. The BCC will be asked to approve the Town Agreement as a companion item to the approval of the Longwater Village SRA and the Bellmar Village SRA.

CURRENT REQUIREMENTS AND APPROVALS:

Per the Collier County Land Development Code (LDC), SRA Villages such as these are less than 1,000 acres. An SRA Town is 1,000 acres or more. Towns are required to provide more goods and services, and more civic, government and institutional land uses than a Village.

The LDC requirements of a Village are:

- 25 square feet of goods and services per dwelling unit

- 10 square feet of civic, government and institutional land uses per dwelling unit

The previously approved Rivergrass Village SRA and proposed Longwater Village SRA and proposed Bellmar Village SRA meet the above Village requirements.

A Town has greater requirements. The increased LDC requirements of a Town are:

- 65 square feet of goods and services per dwelling unit
- 15 square feet of civic, government and institutional land uses per dwelling unit

RLSA Policy 4.15.1 of the Future Land Use Element of the Collier County Growth Management Plan recognizes that it may take several Villages to support community retail and office uses in a Town. Policy 4.15.1 states “SRAs are intended to be mixed-use and shall be allowed the full range of uses permitted by the Urban Designation of the FLUE... An appropriate mix of retail, office, recreational, civic, governmental, and institutional uses will be available to serve the daily needs and community-wide needs of residents of the RLSA. Depending on the size, scale, and character of an SRA, such uses may be provided either within the specific SRA, within other SRAs in the RLSA...”

The designation of the Rivergrass Village SRA, and the pending petitions for the Longwater Village SRA, and the Bellmar Village SRA will result in a combined approval of 7,850 dwelling units, 265,000 square feet of commercial land area, 78,500 square feet of civic and institutional land uses.

DESCRIPTION OF THE AGREEMENT:

The property owner has an additional 515.1 acres in the general vicinity of the three Villages that are proposed to be combined with the Longwater Village SRA to form a Town by amending the Longwater SRA to add 515.1 acres and also address the impacts of Rivergrass Village SRA and Bellmar Village SRA. Affordable housing requirements and a school site are proposed. Additional employment opportunities will be provided through additional commercial, industrial and institutional uses. The following land uses and acreages are proposed on the additional 515.1 acres:

420,000 SF office/retail/employment, 20,000 SF Civic -	85.7 acres
Community Park Site -	43.1 acres (based on current RLSA)
Utility Site -	5.3 acres
497 units – affordable Parcel 1 -	49.7 acres
240,000 SF Town Core (retail/office), 10,000 SF Civic -	36.1 acres
650,000 SF light industrial, 30,000 SF Civic -	87.1 acres
385 units – affordable Parcel 2 -	38.5 acres
500 single family units -	141.7 acres
Elementary School -	27.9 acres
Total	515.1 acres

Attachment: Town Plan-Memo 2-10-21 (14901 : Town Plan)

Please see Attachment B-*Conceptual Master Plan* for the proposed Longwater Town SRA and the Rivergrass Village SRA and the Bellmar Village SRA. The proposed Longwater Town SRA will be 1514.91 acres, the Rivergrass Village SRA is 997.53 acres and the Bellmar Village SRA is 999.74 acres for a total of 3512.18 acres.

The proposed Town Agreement (please see Attachment A-*Town Agreement*) also contains provisions to support the proposed Town related to the timing of the development of the Town Core. The non-residential areas are set aside (by not allowing conversion to residential areas). There will be an analysis of the fiscal impacts of the entire Town including uses that would have been previously approved within the three Villages.

Options are also provided within the Town Agreement to incentivize job creation/economic development, internal capture, and mixed-use development. Within the Town Agreement, there are incentives proposed that will be addressed at the time of the Town Application. These include incentives such as the design and funding of an Innovation Zone, reduced impact fees related to reduced demand, internal capture, mixed-use development, and affordable housing. Economic Development Incentives for targeted businesses, business expansion, job creation, and capital investment are also included.

The Town Agreement also confirms the locations of the affordable housing parcels as shown on the Conceptual Master Plan while offering the ability to provide an equal, alternate location. A commitment to providing a 497-unit and a 385-unit affordable housing project has been made. This commitment will satisfy the affordable housing requirements of Collier County Community and Human Services.

A commitment to provide a Community Park has also been made. The Town Agreement also outlines the submittals the developer is to provide related to fiscal analysis, transportation analysis, impact fee credits.

Attachments:

- Attachment A-*Town Agreement*
- Attachment B-*Conceptual Master Plan*

Attachment: Town Plan-Memo 2-10-21 (14901 : Town Plan)

TOWN AGREEMENT

THIS TOWN AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this _____ of _____, 2021, by and among COLLIER LAND HOLDINGS, LTD and CDC LAND INVESTMENTS, LLC (collectively referred to as the “Landowner”), whose address is 2550 Goodlette Road North, Naples, Florida 34103, and THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, FLORIDA (hereinafter referred to as the “County”).

RECITALS:

WHEREAS, on January 28, 2020, the Collier County Board of County Commissioners adopted Resolution 20-24 approving and designating the Rivergrass Village Stewardship Receiving Area (“Rivergrass Village”) within the Rural Lands Stewardship Area (RLSA); and

WHEREAS, Landowner has submitted Petition SRA-PL20190001836 to designate the Longwater Village Stewardship Receiving Area (“Longwater Village”); and

WHEREAS, Collier Land holdings, Ltd. has submitted a Petition SRA-PL20190001837 to designate the Bellmar Village Stewardship Receiving Area (“Bellmar Village”); and

WHEREAS, RLSA Policy 4.15.1 of the Future land Use Element of the Collier County Growth Management Plan recognizes that it may take several Villages to support community scaled retail and office uses in a town; and

WHEREAS, the designation of Rivergrass Village, Longwater Village and Bellmar Village results in the approval of 7850 dwelling units, 265,000 commercial square feet and 78,500 square feet of civic and institutional uses; and

WHEREAS, Landowner has an additional 515.1 acres in the general vicinity of the three villages that when combined with the three villages will allow for a town to be designated pursuant the applicable RLSA policies of the Collier County Growth Management Plan; and

WHEREAS, County wants to encourage Landowner to submit a petition to designate a town that serves the three villages and the additional lands; and

WHEREAS, Landowner is willing to submit a petition to designate a town that serves the three villages and the additional lands; and

WITNESSETH

NOW, THEREFORE, in consideration of Ten Dollars (10.00) and other good and valuable consideration exchanged amongst the parties, and in consideration of the covenants contained herein, the parties agree as follows:

Attachment: Attachment A-DRAFT Town Agreement 2-9-21A (14901 : Town Plan)

1. All of the above RECITALS are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

2. This Agreement shall become effective upon approval of the Longwater Village and Bellmar Village and expiration of all appeal periods related to same.

3. Landowner will file an amendment to the Longwater Village (hereinafter referred to as the Town Application), creating the Town Stewardship Receiving Area by adding the land uses and approximate land acreage listed below (Town Core), within 12 months of the County’s approval of the pending Longwater and Bellmar Villages applications. Bellmar Village will not be eligible for any certificates of occupancy until the Town Stewardship Receiving Area is scheduled for public hearing. The land uses and land acreage are as follows:

420,000 SF office/retail/employment, 20,000 SF Civic -	85.7 acres
Community Park Site -	43.1 acres (based on current RLSA)
Utility Site -	5.3 acres
497 units – affordable Parcel 1 -	49.7 acres
240,000 SF Town Core (retail/office), 10,000 SF Civic -	36.1 acres
650,000 SF light industrial, 30,000 SF Civic -	87.1 acres
385 units – affordable Parcel 2 -	38.5 acres
500 single family units -	141.7 acres
Elementary School -	27.9 acres
Total	515.1 acres

4. The proposed conceptual Master Plan for the Town Application is attached hereto as Exhibit “A”.

5. There shall be no timing conditions placed on the timing of the development of the Town Core which will be developed based on market conditions. However, areas identified for non-residential uses shall be set aside and not eligible for conversion to residential uses.

6. The Town Application will analyze the fiscal impacts of the entire Town inclusive of uses that would have previously been approved with the Rivergrass Village, Longwater Village, and Bellmar Village. The Landowner must use the same methodology utilized for the individual villages, which incorporates the adopted levels of services, adopted impact fee rates, and millage rate as well as other funding provided to support capital infrastructure.

7. The following are options that may be utilized to address/offset costs associated with the development of a cohesive town concept and provide incentives for job creation/economic development, internal capture, mixed-use development, etc. The use of these incentives should help with the economic viability of the town concept while supporting the economic diversification goals of Collier County. The incentives are as follows and will be addressed at the time the Town Application is considered by the County:

Attachment: Attachment A-DRAFT Town Agreement 2-9-21A (14901 : Town Plan)

- a. Innovation Zone – designed to incentivize job creation and economic development. Innovation Zone funds can be utilized in a variety of ways, including infrastructure costs, inducements for business development, payment of development fees, etc. based on an approved Innovation Zone plan;
- b. Reduced impact fees for reduced demand (based on infrastructure/services provided by the town), internal capture, mixed-use development, affordable housing, etc.;
- c. Economic Development Incentives for targeted businesses, business expansion, job creation, and capital investment; and
- d. Further discussion with the applicant may provide additional layers of incentives that are beneficial to the town concept as well as the taxpayers of Collier County.

8. The locations of the affordable housing parcels on the proposed Master Plan are approved; however, if the site plan is materially changed the Landowner will provide for a location depicted on the Master Plan that is near a school and/or business uses. The site(s) shall not be so situated as to be less desirable than the market rate sites/parcels and shall be no less accessible to common open spaces, public facilities, public transportation, and commercial good and services than the market rate sites.

The developer has agreed to provide the following:

- a. A 497-unit, 49.7-acre, Parcel 1 and a 385-unit, 38.5-acre, Parcel 2: affordable housing sites will be conveyed to the County based upon the appraisal value of \$22,500/acre. The Affordable Housing parcel will be considered as a Public Benefit Use and does not require Stewardship Credits but shall be included in the calculation of total SRA acreage. The Affordable Housing units shall be excluded from the Traffic Impact Statement or trip cap for the SRA in which they are located and excluded from the fiscal neutrality analysis.
- b. Owners will use commercially reasonable efforts to include the Affordable Housing and Community Park sites within Owners' conceptual ERP permits for Bellmar Village from the South Florida Water Management District and the Army Corp of Engineers. If Owners are successful in including the Affordable Housing and Community Park sites within its conceptual permits for Bellmar Village, County shall reimburse the Owners' average permitting cost and mitigation cost, for mitigation required by such permits, upon completion of the mitigation and Owners' written request to County, which reimbursement shall be calculated by Owners' average per acre permitting and mitigation cost multiplied times the acreage of the Affordable Housing and Community Park sites.

9. As part of the Town application, the Developer will provide for a Community Park parcel, with a minimum size determined by using the current RLSA standard of 200 square feet per dwelling unit. The Community Park parcel shall be reserved by the developer until a conveyance is requested by Collier County Parks Department. It is understood that the Community Park will perpetually be open to the public. Upon conveyance, the County shall pay developer \$22,500/acre for the parcel in the form of park impact fee credits. Collier County Parks Department shall have full discretion as to the park design, phasing, and schedule. All park improvement costs will be borne by Collier County; however, the developer shall pay the current impact fees.

10. As part of the Town Application, the Developer is to provide a fiscal analysis addressing the Towns impact on County Infrastructure at the Horizon Year per the RLSA rules. The Developer and County shall cooperate for timing and location of needed interim facilities. For all first responders, interconnections between the development areas internal to the site are required, this may be accomplished by providing first responder access through gated areas.

11. The transportation analysis required in the Town Application will minimally meet the following requirements:

- a. Must complete as a “Major Study” as defined by the County’s TIS Guidelines.
- b. For all analysis, any towns approved prior to the Town application will not be deemed background/existing traffic.
- c. The with and without project should consist of the following:
 1. With Project – The entire town inclusive of Rivergrass, Longwater, Bellmar, and new Town area.
 2. Without Project – Only the villages within the Big Cypress Stewardship District approved prior to the Town application and Hyde Park
- d. Internal capture must be agreed upon between the County and the Applicant.
- e. Future year traffic projections for the Collier County roadway network will be derived using the adopted Collier MPO Cost-Feasible LRTP travel demand model. Landowner must develop future year traffic projections in five-year increments both with and without the project. This will require the development of future year land use data in five-year increments. This will also require the development of future year cost-feasible roadway networks in five-year increments. This will also require the development of separate Traffic Analysis Zones (TAZ’s) and TAZ centroid connectors for Rivergrass Village, Longwater Village, Bellmar Village, Hyde Park Village, and the proposed “additional land”

area. The land-use data sets and roadway networks will need to be provided to Collier County staff and approved by Collier County staff prior to their use in the travel demand modeling.

- f. Intersections will be agreed upon after the internal capture agreement and initial model runs.
- g. The application will not be found complete until network and intersections analysis are received and accepted by the County.

12. The SRA Villages of Rivergrass, Longwater, and Bellmar are exempt from downzoning, intensity reduction, or unit density reduction unless the County can demonstrate that substantial changes in the conditions underlying the approval of the SRA development order(s) have occurred or the SRA development order(s) was based on substantially inaccurate information provided by the Developer or that the change is clearly established by local government to be essential to the public health, safety or welfare.

13. The approval granted by this development agreement is limited. Such approvals shall not be construed to relieve the Developer of the duty to comply with all applicable local, state, or federal permitting regulations.

14. The Developer and County shall work together in a cooperative manner to ensure that the necessary applications to the County, the corresponding reviews, issuance of permits, and the conduct of inspections occur expeditiously and that development is not impeded by unnecessary delays associated with such applications, issuance of permits, corresponding reviews, and inspections.

15. It is understood that any reference herein to any governmental agency shall be construed to mean any future entity which may be created or be designated or succeed in interest to or which otherwise possess any of the powers and duties of, any referenced governmental agency in existence on the effective date of this agreement.

16. Appropriate conditions and commitments contained herein may be assigned to or assumed by the Big Cypress Stewardship District.

Legal Matters

17. This Agreement shall not be constructed or characterized as a development agreement under the Florida Local Government Development Agreement Act.

18. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all assigns successors in interest to the parties to this Agreement. The

term "Landowner" shall include all of Landowner's assigns and successors in interest, including homeowner associations and commercial tenants.

19. In the event state or federal laws are enacted after the execution of this Agreement, which are applicable to and preclude in whole or in part the parties' compliance with the terms of this Agreement, then in such event this Agreement shall be modified or revoked as is necessary to comply with such laws, in a many which best reflects the intent of this Agreement.

20. The Landowner shall execute this Agreement prior to it being submitted for approval by the Board of County Commissioners. This Agreement shall be recorded by the County in the Official Records of Collier County, Florida, within fourteen (14) days after the Effective Date. The Landowner shall pay all costs of recording this Agreement. The County shall provide a copy of the recorded document to the Landowner upon request.

21. In the event of any dispute under this Agreement, the parties shall attempt to resolve such dispute first by means of the County's then-current Alternative Dispute Resolution Procedure, if any. Following the conclusion of such procedure, if any, either party may file an action for injunctive relief in the Circuit Court of Collier County to enforce the terms of this Agreement, and remedy being cumulative with any and all other remedies available to the parties for the enforcement of the Agreement.

22. Except as otherwise provided herein, this Agreement shall only be amended by mutual written consent of the parties hereto or by their successors in interest. All notices and other communications required or permitted hereunder (including County's option) shall be in writing and shall be sent by Certified Mail, return receipt requested, or by a nationally recognized overnight delivery service, and addressed as follows:

To County:

Collier County Manager's Office
3299 Tamiami Trail East, Suite 202
Naples, FL 34112-5746

To Landowner:

Collier Land Holdings Ltd.
CDC Land Investments, LLC
C/O Pat Utter
999 Vanderbilt Beach Road
Suite 507
Naples, FL 34108

23. This Agreement (which include the references set forth in the Recitals) constitutes the entire agreement between the parties with respect to the activities noted herein and supersedes and takes the place of any and all previous agreements entered into between the parties hereto relating to the transactions contemplated herein. All prior representations, undertakings, and agreements by or between the parties hereto with respect to the subject matter of this Agreement are merged into, and expressed in, this Agreement, and any and all prior representations, undertakings, and agreements by and between such parties with respect thereto hereby are canceled.

Attachment: Attachment A-DRAFT Town Agreement 2-9-21A (14901 : Town Plan)

24. Nothing contained herein shall be deemed or construed to create between or among any of the parties any joint venture or partnership nor otherwise grant to one another the right, authority or power to bind any other party hereto to any agreement whatsoever.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

DRAFT

Attachment: Attachment A-DRAFT Town Agreement 2-9-21A (14901 : Town Plan)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first above written.

AS TO COUNTY:

ATTEST:
CRYSTAL K. KINZEL, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
_____, Deputy Clerk

By: _____
Penny Taylor, Chairperson

AS TO LANDOWNER:

WITNESS:

(Signature)

COLLIER LAND HOLDINGS, LTD.
A Florida Limited Partnership

By: Collier Enterprises, Inc. a
Florida Corporation,
It's General Partner

(Print full name)

By: _____

Printed Name: _____

(Signature)

Title: _____

(Print full name)

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by _____ of Collier Enterprise, Inc., its general partner of Collier Land Holdings, Ltd., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Attachment: Attachment A-DRAFT Town Agreement 2-9-21A (14901 : Town Plan)

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

(Signature)

CDC Land Investments, LLC
a Florida Limited Liability Company

By: CDC Land Investments, Inc.,
its manager

(Print full name)

By: _____
Printed Name: _____
Title: _____

(Signature)

(Print full name)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by _____, of CDC Land Investments, Inc., manager of CDC Land Investments, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Approved as to form and legality:

Jeffrey A. Klatzkow, County Attorney

Attachment: Attachment A-DRAFT Town Agreement 2-9-21A (14901 : Town Plan)

