

ORDINANCE NO. 15 – 44

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NUMBER 04-41, AS AMENDED, THE COLLIER COUNTY LAND DEVELOPMENT CODE, WHICH INCLUDES THE COMPREHENSIVE LAND REGULATIONS FOR THE UNINCORPORATED AREA OF COLLIER COUNTY, FLORIDA, BY PROVIDING FOR: SECTION ONE, RECITALS; SECTION TWO, FINDINGS OF FACT; SECTION THREE, ADOPTION OF AMENDMENTS TO THE LAND DEVELOPMENT CODE, MORE SPECIFICALLY AMENDING THE FOLLOWING: CHAPTER 2 – ZONING DISTRICTS AND USES, INCLUDING SECTION 2.03.07 OVERLAY ZONING DISTRICTS; CHAPTER 3 – RESOURCE PROTECTION, INCLUDING SECTION 3.05.02 EXEMPTIONS FROM REQUIREMENTS FOR VEGETATION PROTECTION AND PRESERVATION, SECTION 3.05.07 PRESERVATION STANDARDS, SECTION 3.05.08 REQUIREMENT FOR REMOVAL OF PROHIBITED EXOTIC VEGETATION; CHAPTER 4 – SITE DESIGN AND DEVELOPMENT STANDARDS, INCLUDING SECTION 4.02.04 STANDARDS FOR CLUSTER RESIDENTIAL DESIGN, SECTION 4.06.02 BUFFER REQUIREMENTS, SECTION 4.06.05 GENERAL LANDSCAPING REQUIREMENTS, SECTION 4.08.07 SRA DESIGNATION; CHAPTER 5 – SUPPLEMENTAL STANDARDS, INCLUDING SECTION 5.06.04 DEVELOPMENT STANDARDS FOR SIGNS IN NONRESIDENTIAL DISTRICTS; CHAPTER 10 – APPLICATION, REVIEW, AND DECISION-MAKING PROCEDURES, INCLUDING SECTION 10.02.04 REQUIREMENTS FOR PRELIMINARY AND FINAL SUBDIVISION PLATS, SECTION 10.02.06 REQUIREMENTS FOR PERMITS, SECTION 10.02.07 REQUIREMENTS FOR CERTIFICATES OF PUBLIC FACILITY ADEQUACY, SECTION 10.03.06 PUBLIC NOTICE AND REQUIRED HEARINGS FOR LAND USE PETITIONS; APPENDIX A - STANDARD PERFORMANCE SECURITY DOCUMENTS FOR REQUIRED IMPROVEMENTS; SECTION FOUR, CONFLICT AND SEVERABILITY; SECTION FIVE, INCLUSION IN THE COLLIER COUNTY LAND DEVELOPMENT CODE; AND SECTION SIX, EFFECTIVE DATE.

Recitals

WHEREAS, on October 30, 1991, the Collier County Board of County Commissioners adopted Ordinance No. 91-102, the Collier County Land Development Code (hereinafter LDC), which was subsequently amended; and

WHEREAS, the Collier County Board of County Commissioners (Board) on June 22, 2004, adopted Ordinance No. 04-41, which repealed and superseded Ordinance No. 91-102, as

amended, the Collier County Land Development Code, which had an effective date of October 18, 2004; and

WHEREAS, the LDC may not be amended more than two times in each calendar year unless additional amendment cycles are approved by the Collier County Board of Commissioners pursuant to Section 10.02.09 A. of the LDC; and

WHEREAS, this amendment to the LDC is part of the first amendment cycle for the calendar year 2015; and

WHEREAS, on March 18, 1997, the Board adopted Resolution 97-177 establishing local requirements and procedures for amending the LDC; and

WHEREAS, all requirements of Resolution 97-177 have been met; and

WHEREAS, the Board of County Commissioners, in a manner prescribed by law, did hold an advertised public hearing on July 7, 2015, and did take action concerning these amendments to the LDC; and

WHEREAS, the subject amendments to the LDC are hereby determined by this Board to be consistent with and to implement the Collier County Growth Management Plan as required by Subsections 163.3194 (1) and 163.3202 (1), Florida Statutes; and

WHEREAS, this ordinance is adopted in compliance with and pursuant to the Community Planning Act (F.S. § 163.3161 *et seq.*), and F.S. § 125.01(1)(t) and (1)(w); and

WHEREAS, this ordinance is adopted pursuant to the constitutional and home rule powers of Fla. Const. Art. VIII, § 1(g); and

WHEREAS, all applicable substantive and procedural requirements of the law have otherwise been met.

NOW, THEREFORE BE IT ORDAINED by the Board of County Commissioners of Collier County, Florida, that:

SECTION ONE: RECITALS

The foregoing Recitals are true and correct and incorporated by reference herein as if fully set forth.

SECTION TWO: FINDINGS OF FACT

The Board of Commissioners of Collier County, Florida, hereby makes the following findings of fact:

1. Collier County, pursuant to § 163.3161, *et seq.*, F.S., the Florida Community Planning Act (herein after the "Act"), is required to prepare and adopt a comprehensive plan.

2. After adoption of the Comprehensive Plan, the Act and in particular § 163.3202(1), F.S., mandates that Collier County adopt land development regulations that are consistent with and implement the adopted comprehensive plan.

3. Section 163.3201, F.S., provides that it is the intent of the Act that the adoption and enforcement by Collier County of land development regulations for the total unincorporated area shall be based on, be related to, and be a means of implementation for, the adopted comprehensive plan.

4. Section 163.3194(1)(b), F.S., requires that all land development regulations enacted or amended by Collier County be consistent with the adopted comprehensive plan, or element or portion thereof, and any land regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent.

5. Section 163.3202(3), F.S., states that the Act shall be construed to encourage the use of innovative land development regulations.

6. On January 10, 1989, Collier County adopted the Collier County Growth Management Plan (hereinafter the "Growth Management Plan" or "GMP") as its comprehensive plan pursuant to the requirements of § 163.3161 *et seq.*, F.S.

7. Section 163.3194(1)(a), F.S., mandates that after a comprehensive plan, or element or portion thereof, has been adopted in conformity with the Act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such comprehensive plan, or element or portion thereof shall be consistent with such comprehensive plan or element or portion thereof.

8. Pursuant to § 163.3194(3)(a), F.S., a development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of development are compatible with, and further the objectives, policies, land uses, densities, or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

9. Section 163.3194(3)(b), F.S., states that a development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of development are compatible with, and further the objectives, policies, land uses, densities, or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.

10. On October 30, 1991, Collier County adopted the Collier County Land Development Code, which became effective on November 13, 1991. The Land Development Code adopted in Ordinance 91-102 was recodified and superseded by Ordinance 04-41.

11. Collier County finds that the Land Development Code is intended and necessary to preserve and enhance the present advantages that exist in Collier County; to encourage the most appropriate use of land, water and resources consistent with the public interest; to overcome present handicaps; and to deal effectively with future problems that may result from the use and development of land within the total unincorporated area of Collier County and it is intended that this Land Development Code preserve, promote, protect and improve the public health, safety, comfort, good order, appearance, convenience and general welfare of Collier County; to prevent the overcrowding of land and avoid the undue concentration of population; to facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing and other requirements and services; to conserve, develop, utilize and protect natural resources within the jurisdiction of Collier County; to protect human, environmental, social and economic resources; and to maintain through orderly growth and development, the character and stability of present and future land uses and development in Collier County.

12. It is the intent of the Board of County Commissioners of Collier County to implement the Land Development Code in accordance with the provisions of the Collier County Comprehensive Plan, Chapter 125, Fla. Stat., and Chapter 163, Fla. Stat., and through these amendments to the Code.

SECTION THREE: ADOPTION OF AMENDMENTS TO THE LAND DEVELOPMENT CODE

SUBSECTION 3.A. AMENDMENTS TO SECTION 2.03.07 OVERLAY ZONING DISTRICTS

Section 2.03.07 Overlay Zoning Districts, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

2.03.07 Overlay Zoning Districts

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G. Immokalee Urban Overlay District. To create the Immokalee Urban Overlay District with distinct subdistricts for the purpose of establishing **development** criteria suitable for the unique land use needs of the Immokalee Community. The boundaries of the Immokalee Urban Overlay District are delineated on the maps below.

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7. *Interim Deviations:* Property owners within the Immokalee Urban Overlay District may request deviations from specific dimensional requirements as

described in this section. A deviation request may be reviewed administratively or by the Planning Commission depending upon its scope. This section addresses the permissible deviations, limitations thereon, and the review process.

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f. *Duration of these provisions.* These provisions are interim in nature and will be in effect until ~~the earlier of either the effective date of the Comprehensive Immokalee Overlay LDC amendments or 24 months from June 11, 2010. An extension of these provisions may be granted by the BCC by Resolution if the BCC deems an extension is warranted.~~

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SUBSECTION 3.B. AMENDMENTS TO SECTION 3.05.02 EXEMPTIONS FROM REQUIREMENTS FOR VEGETATION PROTECTION AND PRESERVATION

Section 3.05.02 Exemptions from Requirements for Vegetation Protection and Preservation, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

3.05.02 Exemptions from Requirements for Vegetation Protection and Preservation

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- F. The following exceptions shall apply when there are no bald eagle nests:
 - 1. A vegetation removal permit for clearing 1 acre or less of land shall not be required for the removal of **protected vegetation**, other than a specimen tree, on **lots** subdivided for ~~only single-family use on a parcel of land zoned residential, RSF, VR, A or E, or other nonagricultural, non-sending lands, non-NRPA, noncommercial zoning districts~~ pursuant to LDC section 3.05.02 F.1.a.—c. This exemption shall not apply to **lots** on undeveloped coastal barrier islands or in the ST, ACSC-ST or RFMU overlay districts ~~or to the Rural Fringe Mixed Use District~~ when a higher **native vegetation** protection requirement may not allow for 1 full acre of clearing.
 - a. A **building** permit has been issued for the permitted **principal structure** (the **building** permit serves as the clearing permit); or

- b. The permitted **principal structure** has been constructed, and the property owner or **authorized agent** is conducting the removal, and the total area that will be cleared on site does not exceed one acre; and
- c. All needed environmental permits or management plans have been obtained from the appropriate local, state and federal agencies. These permits may include but are not limited to permits for wetlands impacts or for listed species protection.

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SUBSECTION 3.C. AMENDMENTS TO SECTION 3.05.07 PRESERVATION STANDARDS

Section 3.05.07 Preservation Standards, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

3.05.07 Preservation Standards

All **development** not specifically exempted by this ordinance shall incorporate, at a minimum, the preservation standards contained within this section.

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H. Preserve standards.

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4. Exemptions.

~~a. Single family residences are subject only to the applicable vegetation retention standards found in 3.05.07~~

b. a. Applications for **development orders** authorizing site improvements, such as an SDP or FSP and, on a case by case basis, a PSP, that are submitted and deemed sufficient prior to June 19, 2003 are not required to comply with the provisions of this section 3.05.07 H., which were adopted on or after June 19, 2003.

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SUBSECTION 3.D.

**AMENDMENTS TO SECTION 3.05.08 REQUIREMENT FOR
REMOVAL OF PROHIBITED EXOTIC VEGETATION**

Section 3.05.08 Requirement for Removal of Prohibited Exotic Vegetation, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

3.05.08 Requirement for Removal of Prohibited Exotic Vegetation

Prohibited exotic vegetation specifically includes the following:

- Earleaf acacia (*Acacia auriculiformis*)
- Australian pine (*Casuarina* spp.)
- Melaleuca (*Melaleuca* spp.)
- Catclaw mimose (*Minosa pigra*)
- Downy rosemyrtle (*Rhodomyrtus tomentosa*)
- Brazilian pepper (*Schinus terebinthifolius*)
- Java plum (*Syzygium cumini*)
- Women's tongue (*Albizia lebeck*)
- Climbing fern (*Lygodium* spp.)
- Air potato (*Dioscorea bulbifera*)
- Lather leaf (*Colubrina asiatica*)
- Carrotwood (*Cupaniopsis anacardioides*)

A. General.

1. **Prohibited exotic vegetation** removal and methods of removal shall be conducted in accordance with the specific provisions of each local **development order**.
2. **Native vegetation** shall be protected during the process of removing **prohibited exotic vegetation**, in accord with the provisions of LDC section 3.05.04.
3. **Prohibited exotic vegetation** shall be removed from the following locations, and within the following timeframes:
 - a. From all **rights-of-way**, common area tracts not proposed for **development**, and **easements** prior to preliminary acceptance of each phase of the required **subdivision** improvements.
 - b. From each phase of a site **development plan** prior to the issuance of the certificate of occupancy for that phase.

- c. From all golf course fairways, roughs, and **adjacent open space**/natural preserve areas prior to the issuance of a certificate of occupancy for the first permitted **structure** associated with the golf course facility.
 - d. From property proposing any enlargement of existing interior floor space, paved parking area, or substantial site improvement prior to the issuance of a certificate of occupancy.
4. In the case of the discontinuance of use or occupation of land or water or **structure** for a period of 90 consecutive days or more, property owners shall, prior to subsequent use of such land or water or **structure**, conform to the regulations specified by this section.
 5. Verification of **prohibited exotic vegetation** removal shall be performed by the ~~development services director's field representative~~ County Manager or designee.
 6. Herbicides utilized in the removal of **prohibited exotic vegetation** shall have been approved by the U.S. Environmental Protection Agency. Any person who supervises up to eight (8) people in the application of pesticides and herbicides in the chemical maintenance of exotic vegetation in preserves, required retained native vegetation areas, wetlands, or LSPA shall maintain the Florida Dept. of Agriculture and Consumer Services certifications for Natural Areas Pesticide Applicators or Aquatic Herbicide Applicators dependent upon the specific area to be treated. When **prohibited exotic vegetation** is removed, but the base of the vegetation remains, the base shall be treated with an U.S. Environmental Protection Agency approved herbicide and a visual tracer dye shall be applied.
- B. **Exotic vegetation** maintenance plan. A maintenance plan shall be submitted to the ~~development services director~~ County Manager or designee for review on sites which require **prohibited exotic vegetation** removal prior to the issuance of the local **development order**. This maintenance plan shall describe specific techniques to prevent reinvasion by **prohibited exotic vegetation** of the site in perpetuity. This maintenance plan shall be implemented on a yearly basis at a minimum. Issuance of the local **development order** shall be contingent upon approval of the maintenance plan. Noncompliance with this plan shall constitute violation of this section. The ~~development services director's field representative~~ County Manager or designee shall inspect sites periodically after issuance of the certificate of occupancy, or other final acceptance, for compliance with this section.

C. Applicability to new **structures** and to additions on **single-family** and two-family **lots**. In addition to the other requirements of this section, the **applicant** shall be required to remove all **prohibited exotic vegetation** before a certificate of occupancy is granted on any new principal or **accessory structure** and any additions to the square footage of the principal or **accessory structures** on **single-family** or two-family **lots**. This shall not apply to tents, awnings, cabanas, utility storage sheds, or screened enclosures not having a roof impervious to weather. This shall not apply to interior remodeling of any existing structure.

The removal of prohibited exotic vegetation shall be required in perpetuity. Upon issuance of a vegetation removal permit, subject to the provisions in LDC section 3.05.02 F and G, prohibited exotic vegetation may be removed from ~~lots which are zoned residential single family (RSF), estates (E), village residential (VR), and mobile home (MH)~~, prior to issuance of a building permit.

D. Exceptions. **Prohibited exotic vegetation** may remain on property when the County Manager or designee receives a request from the property owner to retain the vegetation. The County Manager or designee shall approve such a request upon finding that at least one of the following criteria has been met.

1. The **prohibited exotic vegetation** has been previously approved through the County development review process and planted in accordance with the landscape requirements at the time of **final local development order** approval.

2. The subject **lot** is developed with, or proposed to be developed with, a single family dwelling unit, and:

a. is not within the RFMU Sending Lands overlay district; and

b. is not within a NRPA overlay district; and

c. is not located on a undeveloped coastal barrier island; and

d. the vegetation requested to be retained is an existing Java plum tree(s) that has attained a single-trunk **diameter at breast height (DBH)** of 18 inches or more.

3. The **prohibited exotic vegetation** contains a nest of a bald eagle. Where such vegetation occurs within a bald eagle nest protection zone, removal shall be in accordance with the FWC Bald Eagle Management Plan and FWC Bald Eagle Management Guidelines, or as otherwise permitted by the FWC and/or USFWS. Where a bald eagle nest is determined to be "lost" as defined by the FWC, such vegetation shall be removed as required by LDC section 3.05.08.

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SUBSECTION 3.E. AMENDMENTS TO SECTION 4.02.04 STANDARDS FOR CLUSTER RESIDENTIAL DESIGN

Section 4.02.04 Standards for Cluster Residential Design, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

4.02.04 Standards for Cluster Residential Design

- A. The purpose of a cluster development design technique is to provide a unique and innovative alternative to ~~the conventional~~ residential **development** in the RSF 1 through 6, RMF-6, PUD and VR districts by creating a more varied, efficient, attractive, and economical residential **development** containing a more usable pattern of **open space**. It is intended to implement the (GMP) by, among other things, encouraging compact urban growth, discouraging urban sprawl, and encouraging the conservation of environmental resources.
- B. This section shall apply to all **parcels** of land under single ownership within the RSF 1 through 6, RMF-6, VR and PUD zoning districts which permit **cluster development**. See LDC section 2.03.08 A.2 for clustering standards in RFMU receiving lands district.

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- D. Requirements for **zero lot line developments**:
 - 1. The zero (0) **lot line** portion of the **dwelling unit** shall be void of doors or ~~windows~~ where such wall is contiguous to an adjoining **lot line**.

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SUBSECTION 3.F. AMENDMENTS TO SECTION 4.06.02 BUFFER REQUIREMENTS

Section 4.06.02 Buffer Requirements, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

4.06.02 Buffer Requirements

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C. ~~Table of buffer yards.~~ Types of **buffers**. Within a required **buffer** strip, the following ~~alternative-~~ types of buffers shall be used based on the matrix in table 2.4. (See Figure 4.06.02.C-1)

1. ~~Alternative A~~ Type A Buffer: Ten-foot-wide **landscape buffer** with trees spaced no more than 30 feet on center. When an ~~Alternative a~~ Type A **buffer** is located within a residential PUD and **adjacent** to a lake, the required trees may be clustered on common property lines to provide a view of the lake. Clustered tree plantings shall not exceed 60 feet between clusters.
2. ~~Alternative B~~ Type B Buffer: Fifteen-foot-wide, 80 percent opaque within one year **landscape buffer** six feet in height, which may include a wall, fence, hedge, **berm** or combination thereof, including trees spaced no more than 25 feet on center. When planting a hedge, it shall be a minimum of ten gallon plants five feet in height, three feet in spread and spaced a maximum four feet on center at planting. When an ~~Alternative a~~ Type B **buffer** is located within a residential PUD and **adjacent** to a lake, the required plant materials may be clustered to provide views. Clustered tree plantings shall not exceed 60 feet between clusters and the clustered hedge plantings can be provided as a double row of shrubs that are a minimum of 30 inches in height. When the **adjacent** lake exceeds 1,500 feet in width the hedge planting shall not be required. When a community facility is located within a residential PUD and abuts a residential unit, a Type B **buffer** shall be required. When a fence or wall is used within the **buffer** a minimum of 50 percent of the trees and hedge plantings shall be located on the residential side of the fence or wall.
3. ~~Alternative C~~ Type C Buffer: 20-foot-wide, opaque within one year, **landscape buffer** with a six-foot wall, fence, hedge, or **berm**, or combination thereof and two staggered rows of trees spaced no more than 30 feet on center. Projects located within the Golden Gate Neighborhood center district shall be exempt from the **right-of-way** requirement of a six-foot wall, fence, hedge, **berm** or combination thereof. These projects shall provide a meandering Type D **landscape buffer** hedge. In addition, a minimum of 50 percent of the 25-foot wide **buffer** area shall be composed of a meandering bed of shrubs and ground covers other than grass.
4. ~~Alternative D~~ Type D Buffer: A **landscape buffer** shall be required adjacent to any road **right-of-way** external to the **development** project and **adjacent** to any primary access roads internal to a commercial **development**. Said **landscape**

buffer shall be consistent with the provisions of the Collier County Streetscape Master Plan, which is incorporated by reference herein. The minimum width of the perimeter **landscape buffer** shall vary according to the ultimate width of the **abutting right-of-way**. Where the ultimate width of the **right-of-way** is zero to 99 feet, the corresponding **landscape buffer** shall measure at least ten feet in width. Where the ultimate width of the **right-of-way** is 100 or more feet, the corresponding **landscape buffer** shall measure at least 15 feet in width. - **Developments** of 15 acres or more and **developments** within an activity center shall provide a perimeter **landscape buffer** of at least 20 feet in width regardless of the width of the **right-of-way**. Activity center **right-of-way buffer** width requirements shall not be applicable to roadways internal to the **development**. (See Figure 4.06.02 C.)

{note: existing Figure 4.06.02 C. renamed and relocated to follow text of 4.04.02 C.4.e}

- a. Trees shall be spaced no more than 30 feet on center in the **landscape buffer abutting a right-of-way** or primary **access** road internal to a commercial **development**.
- b. A continuous 3 gallon double row hedge spaced 3 feet on center of at least 24 inches in height at the time of planting and attaining a minimum of ~~3 feet~~ 30 inches in height ~~within in~~ one year shall be required in the **landscape buffer** where vehicular areas are adjacent to the road **right-of-way**, pursuant to section 4.06.05 C.4. The hedges shall be maintained at maximum height of 36 inches.
- c. Where a fence or wall fronts an **arterial** or **collector road** as described by the transportation circulation element of the growth management plan, a continuous 3 gallon single row hedge a minimum of 24 inches in height spaced 3 feet on center, shall be planted along the **right-of-way** side of the fence. The required trees shall be located on the side of the fence facing the **right-of-way**. Every effort shall be made to undulate the wall and landscaping design incorporating trees, shrubs, and ground cover into the design. It is not the intent of this requirement to obscure from view decorative elements such as emblems, tile, molding and wrought iron.

- d. The remaining area of the required **landscape buffer** must contain only existing **native vegetation**, grass, ground cover, or other landscape treatment. Every effort should be made to preserve, retain and incorporate the existing **native vegetation** in these areas.
- e. A signage visibility triangle may be created for non-residential on-premises signs located as shown in Figure 4.06.02.C-2 for Type D buffers that are 20 feet or greater in width. The line of visibility shall be no greater than 30 linear feet along road **right-of-way** line. Within the visibility triangle, shrubs and hedges shall be required pursuant to LDC section 4.06.05.D.4, except that hedges, shrubs, or ground cover located within the signage visibility triangle shall be maintained at a maximum plant height of 24 inches. Within the visibility triangle, no more than one required canopy tree may be exempted from the Type D buffer requirements.

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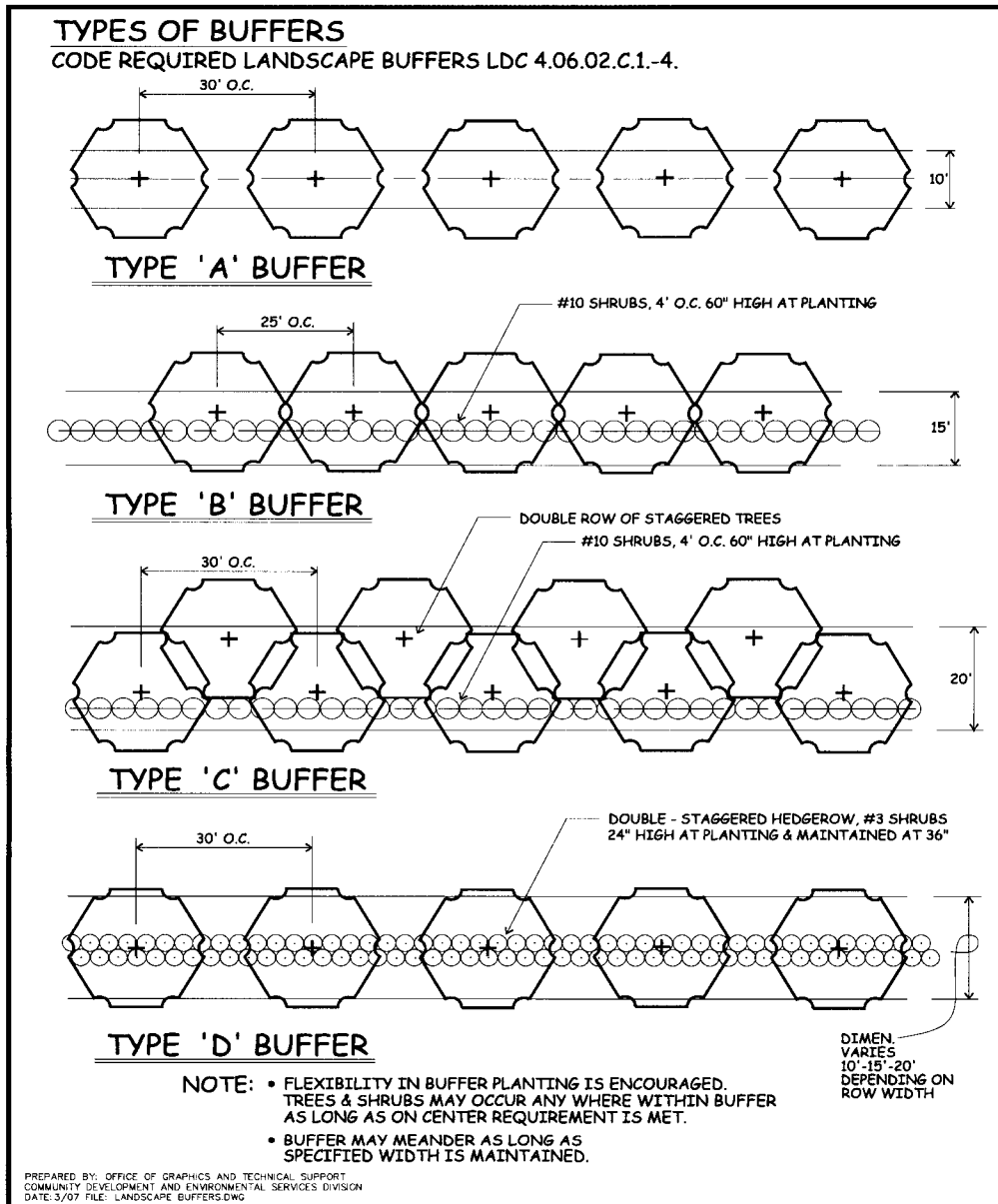


Figure 4.06.02 C- C-1.

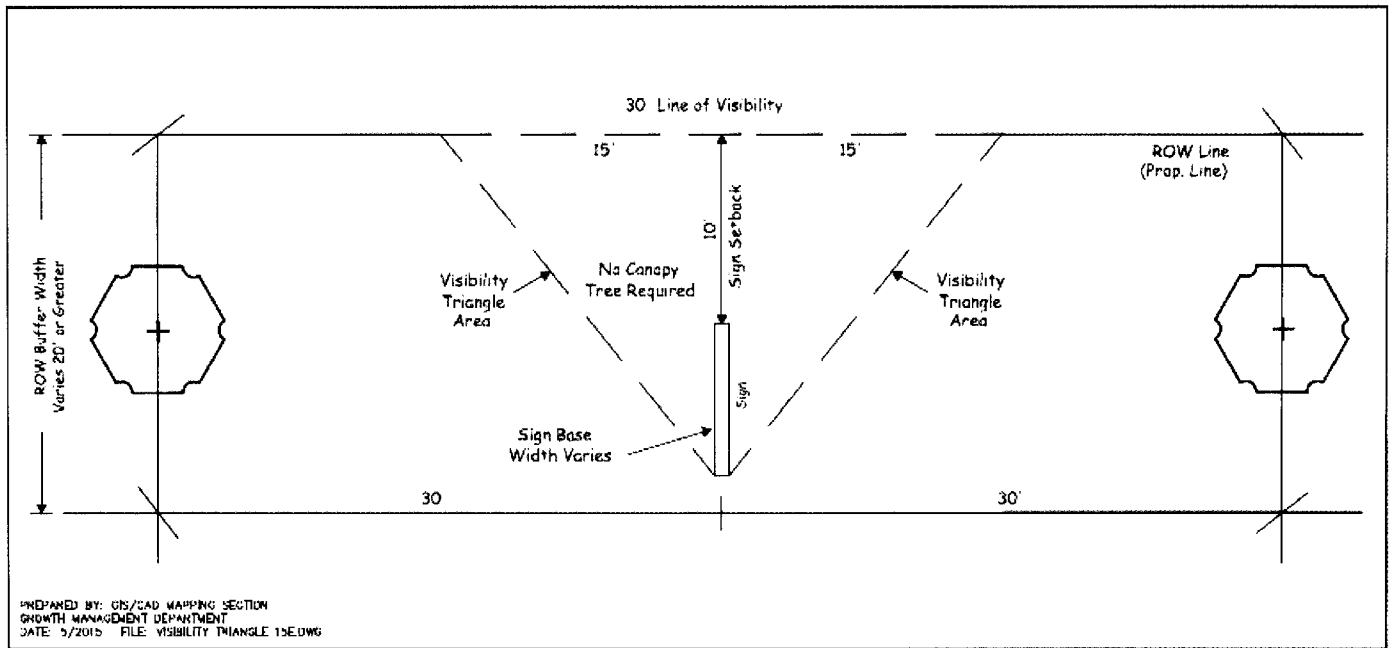


Figure 4.06.02.C-2. (Note: Figure does not include double row hedge)

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SUBSECTION 3.G. AMENDMENTS TO SECTION 4.06.05 GENERAL LANDSCAPING REQUIREMENTS

Section 4.06.05 General Landscaping Requirements, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

4.06.05 General Landscaping Requirements

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D. Plant Material Standards.

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4. Shrubs and hedges. Shrubs and hedges shall be installed and maintained at a minimum height as specified in Section 4.06.02.C. except: 1) where visibility at **street** and driveway intersections is required; and 2) where pedestrian **access** is provided; or 3) where a signage visibility triangle for non-residential on-premise signs per section 4.06.02 C.4.e is utilized. Shrubs and hedges shall screen the **adjacent** pavement surface or developed property required to be **buffered**

and/or screened. Hedges, where required, shall be maintained so as to form a continuous, unbroken, solid visual screen within a minimum of one year after time of planting.

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J. ~~Treatment of slopes: The following landscape and engineering standards shall apply to all landscape areas except for Golf Courses. See: Slope Table 4.06.05.J., and Slope Cross Sections 4.06.05.J.~~

Treatment of slopes. The landscape and engineering standards in Slope Table 4.06.05 J and Slope Cross Sections 4.06.05 J shall apply to all landscape areas, except the following:

1. Single family lots, however, this exception shall not apply to berms or swales within platted easements;
2. Golf Courses; and
3. Berms or swales 2 feet in height or lower, if the slope ratio is no steeper than 3:1.

Slope Table 4.06.05 J.

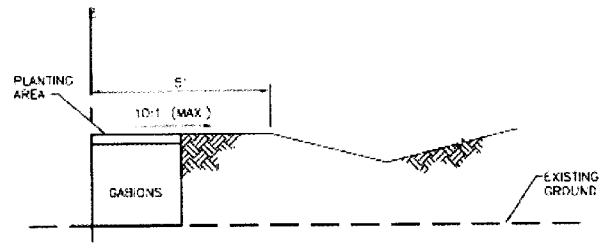
Slope Ratio	Slope Treatment. See a. below.
No Steeper Than 4:1 (4 horizontal to 1 vertical)	Grass. See Figure 3 below.
	Trees, Ground Covers, Ornamental Grasses, and Shrubs.
No Steeper Than 3:1 (3 horizontal to 1 vertical)	Trees, Ground Covers, <u>Grass</u> , Ornamental Grasses, and Shrubs. See Figure 2 below.
	Requires 50% <u>percent</u> surface coverage at time of installation and 80% <u>percent</u> coverage within 1 year and avoid soil erosion
	Toe of slope shall be set back a minimum of 2 feet from sidewalks and paved surfaces.
No Steeper Than 2:1 (2 horizontal to 1 vertical)	Rip-rap or other forms of erosion and scour protection. See Figure 1 below.
	<u>When used for water management systems within a required buffer pursuant to LDC section 4.06.02 D, rip-rap or other forms of erosion and scour protection are p</u> Permitted only in concentrated, rapid flow water management areas or sloped areas less than 200 square feet with a maximum height of 30 inches.
	Slopes shall be stabilized <u>Slopes requiring stabilization with geo-textile fabric and be planted with ground covers or vines to</u> shall provide 80 <u>percent</u> coverage within 1 year.
No Steeper Than 1:1 (1 horizontal to 1 vertical)	Permanent slope stabilization systems are required on all slopes steeper than 2:1 and no steeper than 1:1.
	Stabilization systems shall require engineered plans signed and sealed by a Professional Engineer, Architect, or Landscape Architect registered in the state of Florida.
	Stabilization systems if visible from any road, access, or residence shall be set back from property line a minimum of 2 feet and be

	landscaped to provide 80% <u>percent</u> opacity within 1 year. In addition when a system is located within a landscape buffer all buffer plantings shall be located on the high or elevated side in a minimum 5 foot wide planting area with a slope no greater than 10:1.
	Stabilization systems shall not exceed 3 feet in height and shall not be located on lake banks or in lake maintenance easements.
	Set back requirements from sidewalks or paved surfaces shall be a minimum of 2 feet.
Steeper Than 1:1	Vertical Retaining Walls. See b, c, and d. below, See Also Alternative A & B below.
	Walls over 30 inches in height shall require engineered plans signed and sealed by a Professional Engineer, Architect, or Landscape Architect registered in the <u>S</u> state of Florida.
	Wall shall be architecturally finished or provide a natural appearance. See e. below.
	Walls if visible from any road, access, or residence shall be set back from property line a minimum of 2 feet and be landscaped to provide 80% <u>percent</u> opacity within 1 year. In addition when a wall is located within a landscape buffer all buffer plantings shall be located on the high or elevated side of the wall in a minimum 5 foot wide planting area with a slope no greater than 10:1.

Slope Table 4.06.05 J. Notes:

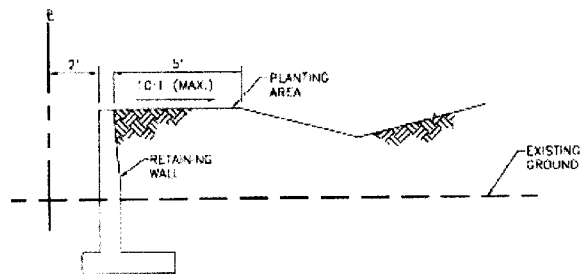
- a. Slopes **adjacent** to required preserve areas shall be planted with 100% Florida native species, shall provide swales to direct water flow away from preserves, and meet **setbacks** as required by LDC section 3.05.07.H.3. ~~of this Code.~~
- b. Perimeter water management walls shall not exceed 3 feet in height and shall be **setback** from property lines a minimum of 2 feet. In addition when water management walls are located in landscape **buffers** the walls shall be consistent with LDC section 4.06.02.D ~~of this Code.~~ All water management walls shall be landscaped to provide 80% opacity within 1 year. See Figure 4 below.
- c. Water management areas with continuous vertical walls exceeding 20 feet in length and/or open vaults are prohibited.
- d. Vertical retaining wall requirements and standards do not apply to headwalls or bridge abutments.
- e. Architectural finish requires color, texture, and materials that are in common with those used on surrounding **structures**. Exposed concrete walls are prohibited. Natural appearance requires color, texture, and materials that mimic or occur in nature.

Slope Cross Sections 4.06.05.J.

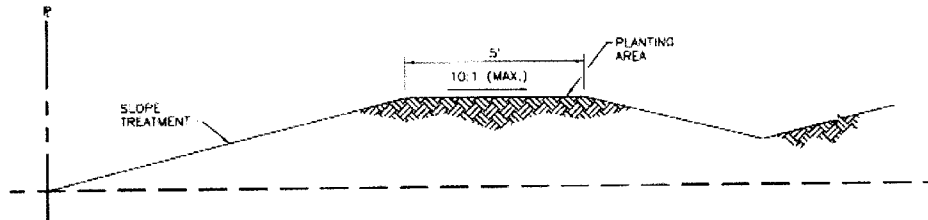


**PERIMETER BERM
ALTERNATIVE "A"**
N.T.S.

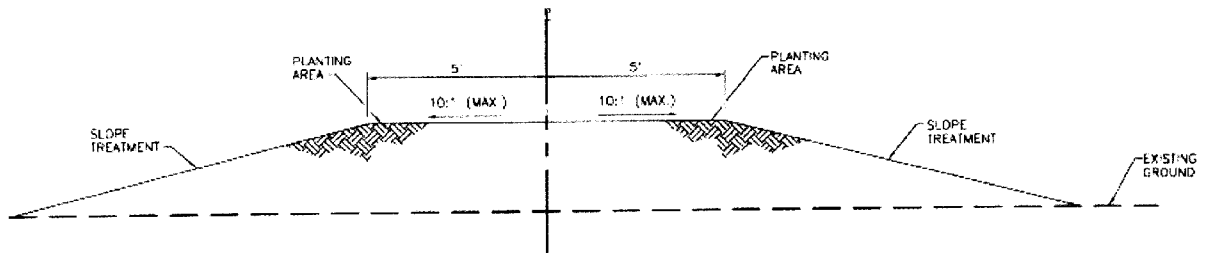
NOTE:
FACE OF GABION SHALL BE
PLANTED TO PROVIDE 80%
OPACITY WITHIN ONE YEAR.
IF FACE IS NOT PLANTED,
GABION SHALL BE SET BACK
2' MIN. FROM PROPERTY LINE



**PERIMETER BERM
ALTERNATIVE "B"**
N.T.S.



**PERIMETER BERM
ALTERNATIVE "C"**
N.T.S.



**PERIMETER BERM
ALTERNATIVE "D"**
N.T.S.

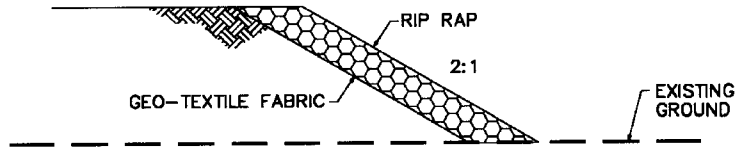


FIGURE #1
N.T.S.

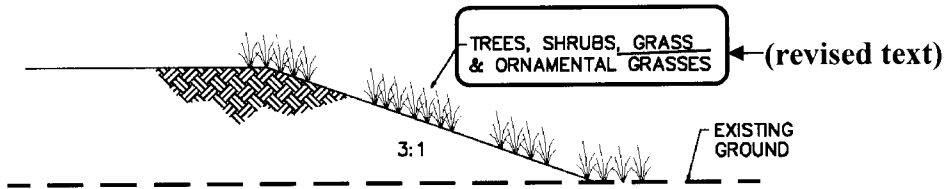


FIGURE #2
N.T.S.

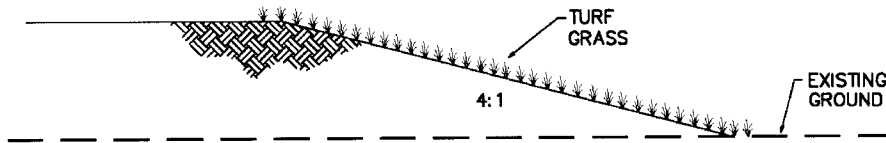


FIGURE #3
N.T.S.

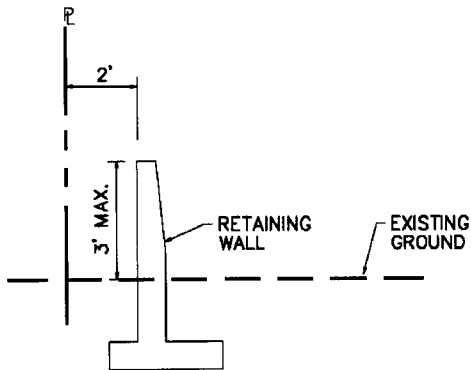


FIGURE #4 – PERIMETER
WATER MANAGEMENT WALL
N.T.S.

* * * * *

SUBSECTION 3.H. AMENDMENTS TO SECTION 4.08.07 SRA DESIGNATION

Section 4.08.07 SRA Designation, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

4.08.07 SRA Designation

* * * * *

D. SRA Designation Application Package. A Designation Application Package to support a request to designate land(s) within the RLSA District as an SRA shall be made pursuant to the regulations of the RLSA District Regulations. The SRA Application Package shall include the following:

* * * * *

7. SRA Public Facilities Impact Assessment Report. An Impact Assessment Report shall be prepared and submitted by the **applicant** as part of the SRA Application for Designation of a ~~of~~ SRA. The SRA Impact Assessment Report shall address the requirements of Section 4.08.07 K.

* * * * *

- 11. SRA Credit Agreement.
 - a. Any **applicant** for designation of an SRA shall enter into an SRA Credit Agreement with the County.
 - b. The SRA Credit Agreement shall contain the following information:
 - (1) The number of SSA credits the **applicant** for an SRA designation is utilizing and which shall be applied to the SRA land in order to carry out the plan of **development** on the acreage proposed in the SRA **development** Documents; ~~;~~
 - (2) A legal description of the SRA land and the number of acres;
 - (3) The SRA master plan depicting the land uses and identifying the number of residential **dwelling units**, gross ~~leaseable~~ leasable area of retail and office square footage and other land uses depicted on the master plan;

* * * * *

E. SRA Application Review Process.

* * * * *

6. Staff Report. Within ninety (90) days from the receipt of a sufficient application, County staff shall prepare a written report containing their review findings and a recommendation of approval, approval with conditions or denial. This timeframe may be extended upon agreement of County staff and the **applicant**.
7. Public notice and required hearings shall be as established in LDC Section 10.03.06 M.

F. SRA Application Approval Process.

1. Public Hearings Required. The BCC shall review the staff report and recommendations and the recommendations of the EAC and CCPC, and the BCC shall, by resolution, approve, deny, or approve with conditions the SRA Application only after advertised public notices have been provided and public hearings held in accordance with LDC Section 10.03.06 M. ~~the following provisions:~~
 - a. ~~Public Hearing Before the EAC, Recommendation to the BCC. The EAC shall hold one (1) public hearing on a proposed resolution to designate an SRA if such SRA is within the ACSC, or is adjoining land designated as Conservation, FSA, or HSA.~~
 - b. ~~Public Hearing Before the CCPC, Recommendation to BCC. The CCPC shall hold one (1) advertised public hearing on the proposed resolution to designate an SRA. A notice of the public hearing before the CCPC on the proposed resolution shall include a general description and a map or sketch and shall be published in a newspaper of general circulation in the County at least ten (10) days in advance of the public hearing.~~
 - c. ~~Public Hearing Before the BCC, Resolution Approved. The BCC shall hold one (1) advertised public hearing on the proposed resolution to designate an SRA. A public notice, which shall include a general description and a map or sketch, shall be given to the citizens of Collier County by publication in a newspaper of general circulation in the County at least ten (10) days prior to the hearing of the BCC. The advertised public notice of the proposed adoption of the resolution shall, in addition, contain the date, time and place of the hearing, the title of the proposed~~

~~resolution and the place within the County where such proposed resolution may be inspected by the public. The notice shall also advise that interested parties may appear at the hearing and be heard with respect to the proposed resolution.~~

* * * * *

4. SRA Amendments. Amendments to the SRA shall be considered in the same manner as described in this Section for the establishment of an SRA, except as follows.

a. Waiver of Required SRA Application Package Component(s). A waiver may be granted by the County Manager or his designee, if at the time of the pre-application conference, in the determination of the County Manager or designee, the original SRA Designation Application component(s) is (are) not materially **altered** by the amendment or an updated component is not needed to evaluate the amendment. The County Manager or designee shall determine what application components and associated documentation are required in order to adequately evaluate the amendment request.

b. **Substantial changes.** Any substantial change(s) to an SRA Master Plan or **Development** Document shall require the review and recommendation of the Planning Commission and approval by the Board of County Commissioners as a SRA amendment prior to implementation. **Applicants** shall be required to submit and process a new application complete with pertinent supporting data, as set forth in the Administrative Code. For the purpose of this section, a substantial change shall be deemed to exist where:

- (1) A proposed change in the boundary of the SRA;
- (2) A proposed increase in the total number of **dwelling units** or intensity of land use or height of **buildings** within the **development**;
- (3) A proposed decrease in preservation, conservation, recreation or open space areas within the **development** not to exceed 5 percent of the total acreage previously designated as such, or 5 acres in area;

- (4) A proposed increase in the size of areas used for nonresidential uses, to include institutional, commercial and industrial land uses (excluding preservation, conservation nor open spaces), or a proposed relocation of nonresidential land uses;
- (5) A substantial increase in the impacts of the **development** which may include, but are not limited to, increases in traffic generation; changes in traffic circulation; or impacts on other public facilities;
- (6) A change that will result in land use activities that generate a higher level of vehicular traffic based upon the Trip Generation Manual published by the Institute of Transportation Engineers;
- (7) A change that will result in a requirement for increased stormwater retention, or will otherwise increase stormwater discharges;
- (8) A change that will bring about a relationship to an **abutting** land use that would be incompatible with an adjacent land use;
- (9) Any modification to the SRA master plan or SRA document which is inconsistent with the Future Land Use Element or other element of the Growth Management Plan or which modification would increase the density or intensity of the permitted land uses;
- (10) Any modification in the SRA master plan or SRA document which impact(s) any consideration deemed to be a substantial modification as described under this LDC Section 4.08.07.

c. Insubstantial change determination. An insubstantial change includes any change that is not considered a substantial or minor change. An insubstantial change to an approved SRA **Development** Document or master plan shall be based upon an evaluation of LDC subsection 4.08.07 F.4.b., above and shall require the review and approval of the Hearing Examiner or Planning Commission. The approval shall be based on the findings and criteria used for the original application and be an action taken at a regularly scheduled meeting.

- (1) The **applicant** shall provide the Planning and Zoning Department Director documentation which adequately describes the proposed changes as described in the Administrative Code.

b-d. Approval of Minor Changes by County Manager or Designee. County Manager shall be authorized to approve minor changes and refinements to an SRA Master Plan or **dDevelopment** Document upon written request

of the **applicant**. Minor changes and refinements shall be reviewed by appropriate County staff to ensure that said changes and refinements are otherwise in compliance with all applicable County ordinances and regulations prior to the County Manager or designee's consideration for approval. The following limitations shall apply to such requests:

- (1) The minor change or refinement shall be consistent with the RLSA Overlay, the RLSA District Regulations, and the SRA **development** Document's amendment provisions.
- (2) The minor change or refinement shall be compatible with contiguous land uses and shall not create detrimental impacts to **abutting** land uses, water management facilities, and conservation areas within or external to the SRA.
- (3) Minor changes or refinements, include but are not limited to:
 - (a) Reconfiguration of lakes, ponds, canals, or other water management facilities where such changes are consistent with the criteria of the SFWMD and Collier County;
 - (b) Internal realignment of **rights-of-way**, other than a relocation of **access** points to the SRA itself, where water management facilities, preservation areas, or required **easements** are not adversely affected; and
 - (c) Reconfiguration of **parcels** when there is no encroachment into the conservation areas or lands with an Index Value of 1.2 or higher.

e.e. Relationship to **Subdivision** or site **Development** Approval. Approval by the County Manager or designee of a minor change or refinement may occur independently from, and prior to, any application for **subdivision** or Site ~~d~~Development Document ~~plan~~ approval. However, such approval shall not constitute an authorization for **development** or implementation of the minor change or refinement without first obtaining all other necessary County permits and approvals.

* * * * *

H. **Development** Document. Data supporting the SRA Master Plan, and describing the SRA application, shall be in the form of a **dDevelopment** Document that shall consist of the information listed below, unless determined at the required pre-application conference to be unnecessary to describe the **development** strategy.

* * * * *

2. The document shall identify, locate and quantify the full range of uses, including **accessory uses** that provide the mix of services to, and are supportive of, the residential population of an SRA or the RSLA District, and shall include, as applicable, the following:

* * * * *

k. Design standards for each type of land use proposed within the SRA. Design standards shall be consistent with the Design Criteria contained in Section 4.08.07 J.;

l. The **Development** Document, including any amendments, may request deviations from the LDC. The **Development** Document application shall identify all proposed deviations and include justification and any proposed alternatives. See LDC section 4.08.07 J.8 for the deviation requirements and criteria. ~~All proposed variations or deviations from the requirements of the LDC, including justification and alternatives proposed;~~

m. The proposed schedule of **development**, and the sequence of phasing or incremental **development** within the SRA, if applicable;

* * * * *

s. **Development** commitments for all infrastructure;

t. When determined necessary to adequately assess the ~~compatibility~~ **compatibility** of proposed uses within the SRA to existing land uses, their relationship to agriculture uses, **open space**, recreation facilities, or to assess requests for deviations from the Design Criteria standards, the County Manager or his designee may request schematic architectural drawings (floor plans, elevations, perspectives) for all proposed **structures** and improvements, as appropriate;

u. **Development** Document amendment provisions; and,

v. Documentation or attestation of professional credentials of individuals preparing the **development** document.

* * * * *

J. *Design Criteria.* Criteria are hereby established to guide the design and development of SRAs to include innovative planning and development strategies as set forth in §§ 163.3177 (11), F.S. and Chapter 9J-5.006(5) (I), F.A.C.. The size and **base density** of each form of SRA shall be consistent with the standards set forth below. The maximum base **residential density** as specified herein for each form of SRA may only be exceeded through the density blending process as set forth in density and intensity blending provision of the Immokalee Area Master Plan or through the affordable housing density B-bonus as referenced in the ~~d~~Density Rating System of the FLUE Future Land Use Element. The base **residential density** is calculated by dividing the total number of residential units in an SRA by the acreage therein that is entitled through Stewardship Credits. The base **residential density** does not restrict net **residential density** of parcels within an SRA. The location, size and density of each SRA will be determined on an individual basis, subject to the regulations below, during the SRA designation review and approval process.

1. *SRA Characteristics.* Characteristics for SRAs designated within the RLSA District have been established in the Goals, Objectives, and Policies, of the RLSA Overlay. All SRAs designated pursuant to this Section shall be consistent with the characteristics identified on the Collier County RLSA Overlay SRA Characteristics Chart and the design criteria set forth in 2. through 6. below.

a. SRA Characteristics Chart consists of the following Tables: A - Town, B - Village, C - Hamlet, D.1 - Compact Rural Development: 100 Gross Acres or Less, and D.2 – Compact Rural Development: Greater than 100 Gross Acres.

Collier County RLSA Overlay SRA Characteristics Chart

Typical Characteristics	Town*	Village	Hamlet	Compact Rural Development	
Size (Gross Acres)	1,000—4,000 acres	100—1,000 acres	40—100 acres**	100 Acres or less**	Greater than 100 Acres**
Residential Units (DUs) per gross acre base density	1—4 DUs per gross acre***	1—4 DUs per gross acre***	½—2 DUs per gross acre***	½—2 DUs per gross acre***	1—4 DUs per gross acre***
Residential Housing Styles	Full range of single family and multi-family housing types, styles, lot sizes	Diversity of single family and multi-family housing types, styles, lot sizes	Single Family and limited multi-family	Single family and limited multi-family****	Single family and limited multi-family****
Maximum floor area ratio or	Retail & Office —5	Retail & Office —5 Civic/Governmental//	Retail & Office —5 Civic/Governmental//	Retail & Office —5 Civic/Governmental//	Retail & Office —5 Civic/Governmental//

Intensity	Civic/Governmental/Institution—6 Manufacturing/Light Industrial—45 Group Housing—45 Transient Lodging—26 upa-net	Institution—6 Group Housing—45 Transient Lodging—26 upa-net	Institution—6 Group Housing—45 Transient Lodging—26 upa-net	Institution—6 Group Housing—45 Transient Lodging—26 upa-net	Institution—6 Group Housing—45 Transient Lodging—26 upa-net
Goods and Services	Town Center with Community and Neighborhood Goods and Services in Town and village centers: Minimum 65 SF gross building area per DU; Corporate Office; Manufacturing and Light Industrial	Village-center with Neighborhood Goods and Services in village centers: Minimum 25 SF gross building area per DU	Convenience Goods and Services: Minimum 10 SF gross building area per DU	Convenience Goods and Services: Minimum 10 SF gross building area per DU	Village-center with Neighborhood Goods and Services in village centers: Minimum 25 SF gross building area per DU
Water and Wastewater	Centralized or decentralized community treatment system Interim Well and Septic Community Parks (200 SF/DU)	Centralized or decentralized community treatment system Interim Well and Septic	Individual Well and Septic System: Centralized or decentralized community treatment system	Individual Well and Septic System: Centralized or decentralized community treatment system	Centralized or decentralized community treatment system Interim Well and Septic
Recreation and Open Spaces	Neighborhood Parks & Public Green Spaces with Active Recreation/Golf Courses Lakes Open Space Minimum 35% of SRA	Parks & Public Green Spaces with Neighborhoods Active Recreation/Golf Courses Lakes Open Space Minimum 35% of SRA	Public Green Spaces for Neighborhoods (Minimum 1% of gross acres)	Public Green Spaces for Neighborhoods (Minimum 1% of gross acres)	Parks & Public Green Spaces with Neighborhoods Active Recreation/Golf Courses Lakes Open Space Minimum 35% of SRA
Civic, Government and Institutional Services	Wide Range of Services—minimum 15 SF/DU Full Range of Schools	Moderate Range of Services—minimum 10 SF/DU; Full Range of Schools	Limited Services Pre-K through Elementary Schools	Limited Services Pre-K through Elementary Schools	Moderate Range of Services—minimum 10 SF/DU; Full Range of Schools
Transportation	Auto-interconnected system of collector and local roads;	Auto-interconnected system of collector and local roads; required connection	Auto-interconnected system of local roads Pedestrian	Auto-interconnected system of local roads Pedestrian	Auto-interconnected system of collector and local roads; required connection

required connection to collector or arterial Interconnecte d sidewalk and pathway system County Transit access	to collector or arterial Interconnected sidewalk and pathway system Equestrian Trails County Transit access	Pathways Equestrian Trails	Pathways Equestrian Trails	to collector or arterial Interconnected sidewalk and pathway system Equestrian Trails County Transit access
--	---	----------------------------	----------------------------	---

~~* Towns are prohibited within the ACSC, per section 4.08.07 A.2. of this Code.~~

~~** Villages, Hamlets, and Compact Rural **developments** within the ACSC are subject to location and size limitations, section 4.08.07 A.2. of this Code, and are subject to Chapter 28-25, FAC.~~

~~*** **Density** can be increased beyond the **base density** through the **affordable housing density Bonus** or through the **density** blending provision, per policy 4.7.~~

~~**** Those CRDs that include single or multi-family residential uses shall include proportionate support services.~~

~~Underlined uses are not required uses.~~

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Table A - Town

<u>Typical Characteristics</u>	<u>Town</u> <i>(Towns are prohibited within the ACSC, per LDC section 4.08.07 A.2.b.)</i>	
<u>Size (Gross Acres)</u>	1,000-4,000 acres	
<u>Residential Units (DUs) per gross acre base density</u>	1-4 DUs per gross acre <i>(Density can be increased beyond the base density through the affordable workforce housing density bonus or through the density blending provision, per RLSA policy 4.7 in the FLUE of the GMP.)</i>	
	<u>Required Uses</u>	<u>Uses Allowed But Not Required</u>
<u>Residential Housing Styles</u>	Full range of single family and multi-family housing types, styles, lot sizes	
<u>Maximum Floor Area Ratio or Intensity</u>	<u>Retail & Office</u> - .5	<u>Manufacturing/Light Industrial</u> - .45
	<u>Civic/Governmental/Institution</u> - .6	<u>Group Housing</u> - .45
		<u>Transient Lodging</u> - 26 upa net
<u>Goods and Services</u>	<u>Town Center with Community and Neighborhood Goods and Services in Town and Village Centers: Minimum 65 SF gross building area per DU</u>	<u>Corporate Office, Manufacturing and Light Industrial</u>
<u>Water and Wastewater</u>	<u>Centralized or decentralized community treatment system</u>	<u>Interim Well and Septic</u>
<u>Recreation and Open Space</u>	<u>Community Parks (200 SF/DU)</u>	<u>Active Recreation/Golf Courses</u>
	<u>Parks & Public Green Spaces w/n Neighborhoods</u>	
	<u>Lakes</u>	
	<u>Open Space Minimum 35% of SRA</u>	
<u>Civic, Governmental and Institutional Services</u>	<u>Wide Range of Services - minimum 15 SF/DU</u>	<u>Full Range of Schools</u>
<u>Transportation</u>	<u>Auto - interconnected system of collector and local roads; required connection to collector or arterial</u>	
	<u>Interconnected sidewalk and pathway system</u>	
	<u>County Transit Access</u>	

Table B - Village

<u>Typical Characteristics</u>	<u>Village</u>	
<u>Size (Gross Acres)</u>	<u>100-1,000 acres</u> <i>(Villages within the ACSC are subject to location and size limitations per LDC section 4.08.07.A.2, and are subject to Chapter 28-25, FAC.)</i>	
<u>Residential Units (DUs) per gross acre base density</u>	<u>1-4 DUs per gross acre</u> <i>(Density can be increased beyond the base density through the affordable workforce housing density bonus or through the density blending provision, per RLSA policy 4.7 in the FLUE of the GMP.)</i>	
	<u>Required Uses</u>	<u>Uses Allowed But Not Required</u>
<u>Residential Housing Styles</u>	<u>Diversity of single family and multi-family housing types, styles, lot sizes</u>	
<u>Maximum Floor Area Ratio or Intensity</u>	<u>Retail & Office - .5</u> <u>Civic/Governmental/Institution - .6</u>	<u>Group Housing - .45</u> <u>Transient Lodging - 26 upa net</u>
<u>Goods and Services</u>	<u>Village Center with Neighborhood Goods and Services in Village Centers: Minimum 25 SF gross building area per DU</u>	
<u>Water and Wastewater</u>	<u>Centralized or decentralized community treatment system</u>	<u>Interim Well and Septic</u>
<u>Recreation and Open Space</u>	<u>Parks & Public Green Spaces w/n Neighborhoods (minimum 1% of gross acres)</u>	<u>Active Recreation/Golf Courses</u>
	<u>Lakes</u>	
	<u>Open Space Minimum 35% of SRA</u>	
<u>Civic, Governmental and Institutional Services</u>	<u>Moderate Range of Services - minimum 10 SF/DU</u>	<u>Full Range of Schools</u>
<u>Transportation</u>	<u>Auto - interconnected system of collector and local roads; required connection to collector or arterial</u>	<u>Equestrian Trails</u> <u>County Transit Access</u>
	<u>Interconnected sidewalk and pathway system</u>	

Table C – Hamlet

<u>Typical Characteristics</u>	<u>Hamlet</u>	
<u>Size (Gross Acres)</u>	<p style="text-align: center;"><u>40-100 acres</u> <i>(Hamlets within the ACSC are subject to location and size limitations per LDC section 4.08.07.A.2. and are subject to Chapter 28-25, FAC.)</i></p>	
<u>Residential Units (DUs) per gross acre base density</u>	<p style="text-align: center;"><u>1/2-2 DUs per gross acre</u> <i>(Density can be increased beyond the base density through the affordable workforce housing density bonus or through the density blending provision, per RLSA policy 4.7 in the FLUE of the GMP.)</i></p>	
	<u>Required Uses</u>	<u>Uses Allowed But Not Required</u>
<u>Residential Housing Styles</u>	<u>Single Family</u>	<u>Limited Multi-family</u>
<u>Maximum Floor Area Ratio or Intensity</u>		<u>Civic/Governmental/ Institution - .6</u>
	<u>Retail & Office - .5</u>	<u>Group Housing - .45</u>
<u>Goods and Services</u>	<u>Convenience Goods and Services: Minimum 10 SF gross building area per DU</u>	<u>Transient Lodging - 26 upa net</u>
<u>Water and Wastewater</u>	<u>Individual Well and Septic System</u>	<u>Centralized or decentralized community treatment system</u>
<u>Recreation and Open Space</u>	<u>Public Green Space for Neighborhoods (minimum 1% of gross acres)</u>	
<u>Civic, Governmental and Institutional Services</u>		<u>Limited Services</u>
		<u>Pre-K through Elementary Schools</u>
<u>Transportation</u>	<u>Auto - interconnected system of local roads</u>	<u>Equestrian Trails</u>
	<u>Pedestrian Pathways</u>	

Table D.1- Compact Rural Development – 100 Gross Acres or Less In Size

<u>Typical Characteristics</u>	<u>Compact Rural Development – 100 Gross Acres or Less</u>	
	<i>(Compact Rural developments within the ACSC are subject to location and size limitations, LDC section 4.08.07.A.2. of this Code, and are subject to Chapter 28-25, FAC.)</i>	
<u>Residential Units (DUs) per gross acre base density</u>	1/2-2 DUs per gross acre <i>(Density can be increased beyond the base density through the affordable workforce housing density bonus or through the density blending provision, per RLSA policy 4.7 in the FLUE of the GMP.)</i>	
	<u>Required Uses</u>	<u>Uses Allowed But Not Required</u>
<u>Residential Housing Styles</u>		<u>Single Family and limited multi-family (Those CRDs that include single or multi-family residential uses shall include proportionate support services.)</u>
<u>Maximum Floor Area Ratio or Intensity</u>		<u>Retail & Office - .5</u>
		<u>Civic/Governmental/Institution - .6</u>
		<u>Group Housing - .45</u>
		<u>Transient Lodging - 26 upa net</u>
<u>Goods and Services</u>	<u>Convenience Goods and Services: Minimum 10 SF gross building area per DU</u>	
<u>Water and Wastewater</u>	<u>Individual Well and Septic System</u>	<u>Centralized or decentralized community treatment system</u>
<u>Recreation and Open Space</u>	<u>Public Green Space for Neighborhoods (minimum 1% of gross acres)</u>	
<u>Civic, Governmental and Institutional Services</u>		<u>Limited Services</u>
		<u>Pre-K through Elementary Schools</u>
<u>Transportation</u>	<u>Auto - interconnected system of local roads</u>	<u>Equestrian Trails</u>
	<u>Pedestrian Pathways</u>	

Table D.2 - Compact Rural Development – Greater Than 100 Gross Acres In Size

Typical Characteristics	Compact Rural Development – Greater Than 100 Gross Acres	
	<i>(Compact Rural developments within the ACSC are subject to location and size limitations, LDC section 4.08.07.A.2. of this Code, and are subject to Chapter 28-25, FAC.)</i>	
<u>Residential Units (DUs) per gross acre base density</u>	1-4 DUs per gross acre <i>(Density can be increased beyond the base density through the affordable workforce housing density bonus or through the density blending provision, per RLSA policy 4.7 in the FLUE of the GMP.)</i>	
	<u>Required Uses</u>	<u>Uses Allowed But Not Required</u>
<u>Residential Housing Styles</u>		<u>Single Family and limited multi-family</u> <i>(Those CRDs that include single or multi-family residential uses shall include proportionate support services.)</i>
<u>Maximum Floor Area Ratio or Intensity</u>		<u>Retail & Office - .5</u> <u>Civic/Governmental/Institution - .6</u> <u>Group Housing - .45</u> <u>Transient Lodging - 26 upa net</u>
<u>Goods and Services</u>	<u>Village Center with Neighborhood Goods and Services in Village Centers: Minimum 25 SF gross building area per DU</u>	
<u>Water and Wastewater</u>	<u>Centralized or decentralized community treatment system</u>	<u>Interim Well and Septic System</u>
<u>Recreation and Open Space</u>	<u>Parks & Public Green Spaces w/n Neighborhoods (minimum 1% of gross acres)</u> <u>Lakes</u> <u>Open Space Minimum 35% of SRA</u>	<u>Active Recreation/Golf Courses</u>
<u>Civic, Governmental and Institutional Services</u>		<u>Moderate Range of Services - minimum 10 SF/DU</u> <u>Pre-K through Elementary Schools</u>
<u>Transportation</u>	<u>Auto - interconnected system of collector and local roads; required connection to collector or arterial</u> <u>Interconnected sidewalk and pathway system</u>	<u>Equestrian Trails</u> <u>County Transit Access</u>

b. **Streets** within SRAs shall be designed in accord with the cross-sections set forth in Figures 1-18 below, as more specifically provided in J.2 through J.5. Alternatively, Collier County Transportation Services may approve additional cross-sections as needed to meet the design objectives. Deviations from the cross sections set forth in Figures 1-18 may be requested in the SRA **Development** Document or an amendment to the SRA **Development** Document. Please see LDC section 4.08.07 J.8 for the deviation requirements and criteria.

(1) Figure 1: Town Core/Center.

* * * * *

2. Town Design Criteria.

a. General design criteria.

* * * * *

- ix. Shall provide sufficient transition to the adjoining use, such as active agriculture, pasture, rural roadway, etc., and **compatibility** compatibility through the use of **buffering**, **open space**, land use, or other means;
- x. Shall include a minimum of three Context Zones: Town Core, Town Center and Neighborhood General, each of which shall blend into the other without the requirements of **buffers**;
- xi. May include the Context Zone of Neighborhood Edge; and
- xii. Shall allow **signs** typically permitted in support of residential uses including for sale, for rent, model home, and temporary construction **signs**. Specific design and **development** standards shall be set forth in the SRA document for such **signs** permitted in residential areas or in conjunction with residential uses.
- xiii. To the extent that section 5.05.08 is applicable within the Urban designated area, SRA Architectural Design Standards shall comply with the provisions of section 5.05.08, unless additional or different design standards that deviate from section 5.05.08, in whole or part, are submitted to the County as part of the SRA ~~ne~~ later than when the first SRA Site ~~d~~**Development Document** ~~is~~ **plan** or any amendment to the SRA **Development Document**.

~~submitted for approval. See LDC section 4.08.07 J.8 for the deviation requirements and criteria.~~

- xiv. To the extent that section 4.06.00 is applicable within the Urban designated area, SRA Landscape Design and Installation Standards shall comply with the provisions of section 4.06.00, unless additional or different design and installation standards that deviate from section 4.06.00, in whole or in part, are submitted to the County as part of the no later than when the first SRA Site ~~d~~Development Document ~~plan~~ or any amendment to the SRA ~~Development~~ Document. ~~is submitted for approval. Please see LDC section 4.08.07 J.8 for the deviation requirements and criteria.~~

* * * * *

- d. Context Zones. Context Zones are intended to guide the location of uses and their intensity and diversity within a Town, and provide for the establishment of the urban to rural continuum.

- i. Town Core. The Town Core shall be the civic center of a Town. It is the most dense and diverse zone, with a full range of uses within walking distance. The Core shall be a primary pedestrian zone with **buildings** positioned near the **right-of-way**, wide sidewalks shall be shaded through streetscape planting, awnings and other architectural elements. Parking shall be provided on street and off street in the rear of **buildings** within **lots** or parking **structures**. Signage shall be pedestrian scale and designed to ~~complement~~ complement the **building** architecture. The following design criteria shall apply within the Town Core, with the exception of civic or institutional buildings, which shall not be subject to the **building** height, **building** placement, **building** use, parking, and signage criteria below, but, instead, shall be subject to specific design standards set forth in the SRA **development** Document and approved by the BCC that address the perspective of these **buildings'** creating focal points, terminating vistas and significant community landmarks.

* * * * *

iii. Neighborhood General. Neighborhood General is predominately residential with a mix of single and multi-family housing. Neighborhood scale goods and services, schools, parks and open space diversify the neighborhoods. The interconnected street pattern is maintained through the Neighborhood General to disperse traffic. **Sidewalks** and streetscape support the pedestrian environment. The following design criteria shall apply within Neighborhood General:

* * * * *

d) The SRA ~~d~~**Development** Document shall set forth the **development** standards for all allowable types of single-family **development**, which shall, at a minimum, adhere to the following:

i) The minimum **lot** area shall be 1,000 square feet.

* * * * *

iv. Neighborhood Edge (optional). Neighborhood Edge is predominately a single-family residential neighborhood. This zone has the least intensity and diversity within the Town. The mix of uses is limited. Residential **lots** are larger and more **open space** is evident. The Neighborhood Edge may be used to provide a transition to adjoining rural land uses. The following standards shall apply with the Neighborhood Edge:

a) The permitted uses within the Neighborhood Edge are residential, parks, **open space**, golf courses, schools, **essential services**, and **accessory uses**.

b) **Building** heights shall not exceed 2 stories.

c) **Lots** shall have a minimum area of 5000 square ~~feet~~ feet with **lot** dimensions and **setbacks** to be further defined with the SRA **development** Document.

* * * * *

v. Special District (optional). The Special District is intended to provide for uses and **development** standards not otherwise provided for within the Context Zones. Special Districts would be primarily single use districts, such as universities, business parks, medical parks and resorts that require unique **development**

standards to ensure ~~compatibility~~ compatibility with surrounding neighborhoods. The location of Special Districts shall be illustrated on the SRA Master Plan, and uses and **development** standards shall be defined in detail within the SRA **development** application for review by Collier County staff. Special Districts could be for uses such as Universities, business or industrial parks, retirement communities, resorts, etc.

3. Village Design Criteria.

a. General criteria.

* * * * *

- vi. The SRA document shall demonstrate the urban to rural transition occurring at the Villages limits boundary provides sufficient transition to the adjoining use, such as active agriculture, pasture, rural roadway, etc., and ~~compatibility~~ compatibility through the use of **buffering, open space**, land use, or other means.
- vii. Shall allow **signs** typically permitted in support of residential uses including for sale, for rent, model home and temporary constructions **signs**. Specific design and **development** standards shall be set forth in the SRA document for such **signs** permitted in residential areas or in conjunction with residential uses.
- viii. To the extent that section 5.05.08 is applicable within the Urban designated area, SRA Architectural Design Standards shall comply with the provisions of section 5.05.08, unless additional or different design standards that deviate from section 5.05.08, in whole or part, are submitted to the County no later than when the first SRA Site ~~dDevelopment Document plan~~ Development Document is submitted for approval.
- ix. To the extent that section 4.06.00 is applicable within the Urban designated area, SRA Landscape Design and Installation Standards shall comply with the provisions of section 4.06.00, unless additional or different design and installation standards that deviate from section 4.06.00, in whole or in part, are submitted to

the County no later than when the first SRA Site ~~d~~Development Document plan is submitted for approval.

* * * * *

8. Requests for Deviations from the LDC. The SRA **Development Document** or any amendments to the SRA **Development Document** may provide for nonprocedural deviations from the LDC, provided that all of the following are satisfied:

- a. The deviations are consistent with the RLSA Overlay; and
- ~~b. The deviations further the RLSA District Regulations and are consistent with those specific Design Criteria from which Section 4.08.07 J.2. 5. expressly prohibits deviation; and~~
- eb. It can be demonstrated that the proposed deviation(s) further enhance the tools, techniques and strategies based on principles of innovative planning and **development** strategies, as set forth in §§ 163.3177 (11), F.S. ~~and Chapter 9J-5.006(5)(L), F.A.C.~~

* * * * *

L. SRA Economic Assessment. An Economic Assessment meeting the requirements of this Section shall be prepared and submitted as part of the SRA Designation Application Package. At a minimum, the analysis shall consider the following public facilities and services: transportation, potable water, **wastewater**, irrigation water, stormwater management, **solid waste**, parks, law enforcement, emergency medical services, fire, and schools. **Development** phasing and funding mechanisms shall address any adverse impacts to adopted minimum levels of service pursuant to ~~the~~ Chapter 6 of the LDC.

- 1. Demonstration of Fiscal Neutrality. Each SRA must demonstrate that its **development**, as a whole, will be fiscally neutral or positive to the Collier County tax base, ~~at the end of each phase, or every five (5) years, whichever occurs first, and in the horizon year (build-out).~~ This demonstration will be made for each unit of government responsible for the services listed ~~below~~ above, using one of the following methodologies:
 - a. Collier County Fiscal Impact Model. The fiscal impact model officially adopted and maintained by Collier County.
 - b. Alternative Fiscal Impact Model. If Collier County has not adopted a fiscal impact model as indicated above, the **applicant** may develop an alternative fiscal impact model using a methodology approved by Collier

County. The BCC may grant exceptions to this policy of fiscal neutrality to accommodate **affordable** or **workforce housing**.

~~2. Monitoring Requirement. To assure fiscal neutrality, the developer of the SRA shall submit to Collier County a fiscal impact analysis report ("Report") every five (5) years until the SRA is ninety (90) percent built out. The Report will provide a fiscal impact analysis of the project in accord with the methodology outlined above.~~

~~3.2.~~ Imposition of Special Assessments. If the Report identifies a negative fiscal impact of the project to a unit of local government referenced above, the landowner will accede to a special assessment on his property to offset such a shortfall or in the alternative make a lump sum payment to the unit of local government equal to the present value of the estimated shortfall ~~for a period covering the previous phase (or five year interval).~~ The BCC may grant a waiver to accommodate **affordable housing**.

~~4.3.~~ Special Districts Encouraged in SRAs. The use of community **development** districts (CDDs), Municipal Service Benefit Units (MSBUs), Municipal Service Taxing Units (MSTUs), or other special districts shall be encouraged in SRAs. When formed, the special districts shall encompass all of the land designated for **development** in the SRA. Subsequent to formation, the special district will enter into an Interlocal Agreement with the County to assure fiscal neutrality. As outlined above, if the monitoring reveals a shortfall of net revenue, the special district will impose the necessary remedial assessment on lands in the SRA.

* * * * *

SUBSECTION 3.I. AMENDMENTS TO SECTION 5.06.04 DEVELOPMENT STANDARDS FOR SIGNS IN NONRESIDENTIAL DISTRICTS

Section 5.06.04 Development Standards for Signs in Nonresidential Districts, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

5.06.04 Development Standards for Signs in Nonresidential Districts

* * * * *

C. Development standards.

1. The maximum size limitation shall apply to each sign structure or sign area, whichever is applicable. Pole or ground signs may be placed back to back or in V-type construction, when both sides bear the same graphic display; then such sign structure shall be considered as one sign.

* * * * *

7. The permit ~~and~~ or application number shall be displayed or affixed at the base of the **sign structure** and shall have the same life expectancy as the **sign**. Such permit number shall be clearly legible to a person standing 5 feet in front of the base of the **sign** and, in no case, shall the permit number be less than ½ inch in height.

* * * * *

10. For any ground sign over 32 sq. feet or over 8 feet in height, construction drawings shall be certified by a Florida registered engineer or a Florida registered architect. The construction drawings shall contain the plans and specifications, the method of construction, and the method of attachment to the **building** or the ground for **pole signs** and all projecting signs.

11. Sign area shall be no lower than 24 inches above grade.

* * * * *

F. **On-premise signs. On-premises pole signs, ground signs, projecting signs, wall signs, and mansard signs** shall be allowed in all nonresidential zoning districts subject to the restrictions below:

1. Pole or ground signs. Single-occupancy or multiple-occupancy **parcels**, having **frontage** of 150 feet or more on a public **street**, or combined public **street frontage** of 220 linear feet or more for corner **lots**, shall be permitted one **pole or ground sign**. Additional **pole or ground signs** may be permitted provided that there is a minimum of a 1,000-foot separation between such signs, each sign is separated by a minimum of 1,000 feet as measured along the street frontage, and all **setback** requirements are met. ~~In no case shall the number of pole or ground signs exceed 2 per street frontage.~~

* * * * *

f. **Ground signs** for smaller lots. Single occupancy or multiple occupancy **parcels** shall be allowed 1 **ground sign** provided the following ~~minimum~~ requirements, as applicable, are met:

i. For those **lots** or **parcels** with public road **frontage** of no less than ~~400~~75 feet, but up to 149.9 feet, or a combined public **street frontage** of no less than 150 feet but less than 219.9 feet for **corner lots** or **parcels**:

a) No portion of the **ground sign** may be located closer than 10 feet from any property line.

b) A landscaping area of no less than 100 square feet shall be provided around the base of the **ground sign**.

c) The **ground sign** design shall include features common to those used in the design of the **building(s)** to which the sign is accessory.

d) The **ground sign** may be double-sided but cannot be placed in a V-shape.

e) Any illumination of the **sign** shall be non-revolving and shine away from any **right-of-way**, unless otherwise provided for in this section. An electrical permit is required and the **sign** shall meet the standards of the National Electric Code, as adopted by Collier County.

f) The Official Address Numbers and/or the range of Official Address Numbers for the property shall be displayed in numerals at least 8 inches high on all of the **sign faces** and shall be located so as to not be covered by landscaping or other impediments; Address numbers shall not count as **sign** message or graphics, unless address numbers exceed 12 inches in height.

g) No other **freestanding signs** shall be allowed on the same **lot** or **parcel**.

ii. Maximum height and sign area.

a) For those **lots** or **parcels** with **frontage** of 121 to 149.9 feet, or a combined public **street frontage** of no less than 150 feet for **corner lots** or **parcels** but less than 219.9 feet:

a)-i) The **ground sign** shall be limited to 8 feet in height, as measured from the lowest centerline **grade** of the nearest public road to the uppermost portion of the **sign structure** regardless of the roadway classification; and

b)-ii) The maximum allowable sign area is 32 square feet.

iii-b) ~~In addition,~~ For those **lots** or **parcels** with **frontage** of 400 75 to 120.9 feet:

a)-i) The ground sign shall be limited to ~~6~~ 8 feet in height, as measured from the lowest centerline **grade** of the nearest public road to the uppermost portion of the **sign structure** regardless of the roadway classification; and

b)-ii) The maximum allowable **sign area** is 16 square feet.

* * * * *

3. Directory Signs. Multiple-occupancy **parcels** or multiple **parcels** developed under a **unified development plan**, with a minimum of 8 independent units, and containing ~~25,000~~ 20,000 square feet or more of leasable floor area ~~will~~ shall be permitted 1 **directory sign** at one entrance on each public street. ~~One directory sign, containing a minimum of 4 panels and a maximum of 8 panels shall be permitted for 1 single entrance on each public street.~~

a. The maximum height for directory signs is limited to 20 feet. Height shall be measured from the lowest centerline **grade** of the nearest public or private **right-of-way** or **easement** to the uppermost portion of the **sign structure**.

b. **Directory signs** shall not be closer than ~~15~~ 10 feet from the property line, unless otherwise noted below or as provided for in section 9.03.07.

c. Maximum allowable **sign area**: ~~150~~ 200 square feet for **directory signs**.

d. A minimum 100 square foot landscaping area shall be provided around the base of any **directory sign**.

* * * * *

SUBSECTION 3.J. AMENDMENTS TO SECTION 10.02.04 REQUIREMENTS FOR PRELIMINARY AND FINAL SUBDIVISION PLATS

Section 10.02.04 Requirements for Preliminary and Final Subdivision Plats, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

10.02.04 Requirements for Preliminary and Final Subdivision Plats

* * * * *

D. *General Requirements for a Minor Final **Subdivision Plat** (FP).*

- 1. Generally. Minor final **subdivision plat** approval may be requested as an alternative to construction plans and final **subdivision plat** if the following criteria are met:
 - a. No preliminary **subdivision plat** is submitted or approved.
 - b. Required improvements are not required for the **subdivision**.
 - c. No security performance bond is required for the **subdivision**.
 - d. No phasing is required or proposed for the **subdivision**.
 - e. ~~The subdivision is not part of a planned unit **development**.~~

* * * * *

SUBSECTION 3.K. AMENDMENTS TO SECTION 10.02.06 REQUIREMENTS FOR PERMITS

Section 10.02.06 Requirements for Permits, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

10.02.06 Requirements for Permits

* * * * *

- G. *Coastal Construction **Setback Line** Permits.* Except as exempted in subsection 4 below, the following activities seaward of the coastal construction ~~setback line~~ Coastal Construction **Setback Line** shall require either a 1) Coastal Construction Setback Line (CCSL) permit; 2) Site Development Plans, Site Improvement Plans and Amendments thereof pursuant to LDC section 10.02.03; or 3) Construction Plans and Final Subdivision Plat (PPL) pursuant to LDC section 10.02.04. A hearing before the Board of Zoning Appeals shall be required pursuant to the variance criteria set forth in LDC section 9.04.06. The appropriate fee as set by county resolution shall be submitted with

permit application. All required Federal, State, and County permits shall be obtained prior to commencement of construction.

1. Construction of a **dune** walkover when a ~~Florida Department of Environmental Protection (FDEP) permit has been obtained~~ and the following criteria have been met.
 - a. A maximum width of 6 feet.
 - b. A minimum separation of 200 feet between walkovers when 2 or more walkovers are proposed on a single **parcel**.
2. Creation, restoration, re-vegetation or repair of the **dune** or other natural area seaward of the CCSL on an individual **parcel** of land, when a ~~Florida Department of Environmental Protection (FDEP) permit has been obtained~~ and the following criteria have been met.
 - a. Sand used must be **compatible** in color and grain size to existing sand subject to FDEP requirements.
 - b. Plants utilized shall be 100 percent native coastal species.
 - c. Restoration plans shall be designed by an individual with expertise in the area of environmental sciences, natural resource management or landscape architecture. Academic credentials shall be a bachelors or higher degree. Professional experience may be substituted for academic credentials on a year for year basis, provided at least 2 years professional experience are in the State of Florida.
3. The Administrative Code shall establish the procedures and application submittal requirements for obtaining a Coastal Construction **Setback Line** permit.
4. Exemptions from CCSL permit. The following activities shall not require a CCSL permit. All required Federal, State, and County permits shall be obtained prior to commencement of construction.
 4. a. Certain activities approved by the BCC that may temporarily **alter** ground elevations such as artificial **beach** nourishment projects, or excavation or maintenance dredging of inlet channels ~~may be permitted seaward of the coastal construction setback line~~ if said activity is in compliance with the Collier County GMP and receives Federal and State agency approvals. ~~Until such time as the fee schedule can be amended, the fee shall be \$400.00 for these beach nourishment permits.~~

- b. Implementation of Federal, State, or County approved preserve or listed species management plans on publically owned land designated as parks, preserves, or mitigation areas.
- c. Implementation of County approved preserve or listed species management plans on privately owned land pursuant to LDC section 3.05.07 H.
- d. Hand removal of prohibited exotic and non-native vegetation in accordance with LDC sections 3.05.02 G.
- 5. All other activities seaward of the CCSL shall require a variance, pursuant to LDC section 9.04.06.
- 6. ~~5.~~ Penalty and civil remedies.

* * * * *

SUBSECTION 3.L. AMENDMENTS TO SECTION 10.02.07 REQUIREMENTS FOR CERTIFICATES OF PUBLIC FACILITY ADEQUACY

Section 10.02.07 Requirements for Certificates of Public Facility Adequacy, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

10.02.07 Requirements for Certificates of Public Facility Adequacy

* * * * *

B. Exemptions. The following are exempt from this section:

* * * * *

- 3. Temporary construction and **development** permits and any subsequent renewals ~~not to exceed a cumulative period of 1 year.~~
- 4. **Development orders** permitting replacement, reconstruction or repair of existing **development** consistent with all elements of the Growth Management Plan.
- 5. Temporary use permits and any subsequent renewals ~~not to exceed a cumulative period of 1 year.~~

* * * * *

C. Certificate of Public Facility Adequacy (COA) for Roadways.

* * * * *

- 2. Issuance of a COA for roadways.

- a. A COA for roadways may be issued subsequent to estimated road impact fee payment pursuant to LDC ~~subsection~~ 10.02.07 C.5 and only with the approval of one of the following:

* * * * *

4. One year Traffic Capacity Reservation.

- a. At the time of TIS approval by the Engineering Services Director or designee a 1 year Traffic Capacity Reservation shall be set aside and allocated by the County Manager or designee for the proposed **development** pending the approval of the **final local development orders** identified in LDC ~~subsection~~ 10.02.07 C.2.a.
- b. Following approval of a **final local development order** identified in LDC section 10.02.07 C.2.a, the estimated roadway impact fees shall be paid within 1 year of the TIS approval to secure the COA.
- c. Failure to pay the estimated roadway impact fees following the approval of a **final local development order** identified in LDC ~~subsection~~ 10.02.07 ~~C.2-a~~ C.2.a. within the 1 year of Traffic Capacity Reservation shall require the **applicant** to re-apply for a COA.
- d. If a **final local development order** identified in LDC ~~subsection~~ 10.02.07 ~~C.2-a~~ C.2.a. is not approved within 1 year of the TIS approval date, the **applicant** may petition the Board of County Commissioners to extend the Traffic Capacity Reservation for 1 year.

* * * * *

D. Process for Certificate of Public Facility Adequacy for Roadways.

* * * * *

2. Assignability and transferability.

- a. An approved certificate of public facility adequacy shall run with the land associated with the corresponding **development** approval. A certificate of public facility adequacy shall be assignable within the corresponding land of the approved **development**, and shall not be assignable or transferable to other **development**, except as may otherwise be provided for under an approved **development agreement**. This provision does not preclude the re-allocation of capacity between lots or **parcels** comprising the land that is the subject of the same consolidated application for

development approval so long as the original certificate is surrendered along with a written request by the then current owner to re-allocate no more than that certificate's previously approved capacity in a re-issued certificate.

b. In the event that upon build-out of the **development** estimated transportation impact fees are still unspent, the remaining balance of such estimated fees may be transferred in accordance with Code of Laws and Ordinances section 74-203 (b). The COA shall be modified to reflect the built-out development.

c. In the event that the estimated transportation impact fees are 100% paid for all **development** identified in the COA and such estimate exceeds the projected calculation of the required transportation impact fees, the remaining balance may be transferred to another approved project within the same, or **adjacent**, transportation impact fee district.

3. Appeal of public facilities determination. Appeals shall be consistent with Code of Laws and Ordinances section 250-58.

* * * * *

SUBSECTION 3.M. AMENDMENTS TO SECTION 10.03.06 PUBLIC NOTICE AND REQUIRED HEARINGS FOR LAND USE PETITIONS

Section 10.03.06 Public Notice and Required Hearings for Land Use Petitions, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

10.03.06 Public Notice and Required Hearings for Land Use Petitions.

* * * * *

~~M. Ordinance or resolution for a Stewardship Receiving Area (SRA) and SRA amendments:~~

~~1. The following advertised public hearings are required, except for minor amendments per LDC section 4.08.07~~

~~a. One EAC hearing, if required, pursuant to LDC section 4.08.07 F.~~

~~b. One Planning Commission hearing pursuant to LDC section 4.08.07.~~

~~c. One BCC hearing pursuant to LDC section 4.08.07.~~

~~2. The following notice procedures are required:~~

- ~~a. An optional NIM. See LDC section 10.03.05 A.~~
- ~~b. Newspaper Advertisement prior to each advertised public hearing pursuant to LDC section 4.08.06 F.~~

M. Resolution or decision for a Stewardship Receiving Area (SRA) and SRA amendments.

1. The following advertised public hearings are required:

- a. SRA designation or SRA substantial change:
 - i. One EAC hearing, if required.
 - ii. One Planning Commission hearing.
 - iii. One BCC hearing.
- b. SRA insubstantial change:
 - i. One Planning Commission or Hearing Examiner hearing.
 - ii. If heard by the Planning Commission, one BCC hearing.

2. The following notice procedures are required:

- a. SRA designation or SRA substantial change:
 - i. A NIM. See LDC section 10.03.05 A.
 - ii. Mailed Notice prior to the first advertised public hearing.
 - iii. Newspaper Advertisement prior to each advertised public hearing in accordance with F.S. § 125.66.
 - iv. Posting of a sign prior to the first advertised public hearing.
 - v. Mailed Notice shall be sent to each real property owner within the area covered by the proposed application prior to the advertised BCC public hearing.
- b. SRA insubstantial change:
 - i. A NIM. See LDC section 10.03.05 A.
 - ii. Mailed Notice prior to the advertised public hearing.
 - iii. Newspaper Advertisement prior to the advertised public hearing.
 - iv. Posting of a sign prior to the advertised public hearing.
 - v. Mailed Notice shall be sent to each real property owner within the area covered by the proposed application prior to the advertised public hearing.

* * * * *

SUBSECTION 3.N. AMENDMENTS TO APPENDIX A – STANDARD PERFORMANCE SECURITY DOCUMENTS FOR REQUIRED IMPROVEMENTS

APPENDIX A Standard Performance Security Documents For Required Improvements, of Ordinance 04-41, as amended, the Collier County Land Development Code, is hereby amended to read as follows:

APPENDIX A Standard Performance Security Documents For Required Improvements

The following specimen forms are to be used as a guide for preparation of bonding instruments which will be submitted to the Collier County Board Of County Commissioners for guaranteeing the completion of required improvements with respect to this Code. Adherence to the forms will assure an expeditious review by the Development Services ~~Department~~ Division and the Collier County Attorney's Office. Deviation in substance or form from the suggested specimen forms may result in a substantial delay or disapproval of the bonding provisions for Required Improvements by the Development Services ~~Department~~ Division or the County Attorney's Office. These specimen forms may be revised from time to time by resolution of the Board of County Commissioners.

Appendix A consists of the following specimen forms:

- A.1. Subdivision Improvements
 - a. Irrevocable Standby Letter of Credit
 - b. Performance Bond
 - c. Construction, Maintenance, and Escrow Agreement For Subdivision Improvements
 - d. Construction and Maintenance Agreement For Subdivision Improvements

- A.2. Excavation Improvements
 - a. Irrevocable Standby Letter of Credit
 - b. Performance Bond
 - c. Performance Agreement

- A.3. Early Work Improvements

- a. Irrevocable Standby Letter of Credit
- b. Performance Bond
- c. Performance Agreement

A.4. Site Development Plan Improvements

- a. Irrevocable Standby Letter of Credit
- b. Performance Bond
- c. Performance Agreement

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A.1. Subdivision Improvements

a. The Irrevocable Standby Letter of Credit shall be substantially as follows:

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
(insert issuer's identifying number)

ISSUER: (insert full name, street address, and telephone number of Issuer) (hereinafter "Issuer").

PLACE OF EXPIRY: At Issuer's counters.

DATE OF EXPIRY: This Credit shall be valid until (insert date of first anniversary of date of issue), and shall thereafter be automatically renewed for successive one-year periods on the anniversary of its issue unless at least sixty (60) days prior to any such anniversary date, the Issuer notifies the Beneficiary in writing by registered mail that the Issuer elects not to so renew this Credit.

APPLICANT: (insert full name of person or entity) (hereinafter "Applicant") (insert Applicant's current business address).

BENEFICIARY: The Board of County Commissioners, Collier County, Florida (hereinafter "Beneficiary") c/o ~~Engineering Services~~ Growth Management Department, 2800 North Horseshoe Drive, Naples, Florida 34104.

AMOUNT: \$ (insert dollar amount) (U.S.) up to an aggregate thereof.

CREDIT AVAILABLE WITH: Issuer.

BY: Payment against documents detailed herein and Beneficiary's drafts at sight drawn on the Issuer.

DOCUMENTS REQUIRED: AVAILABLE BY BENEFICIARY'S DRAFT(S) AT SIGHT DRAWN ON THE ISSUER AND ACCOMPANIED BY BENEFICIARY'S STATEMENT PURPORTEDLY SIGNED BY THE COUNTY MANAGER OR DESIGNEE, CERTIFYING THAT: "(insert name of Applicant) has failed to construct and/or maintain the improvements associated with that certain plat of a subdivision known as (insert name of subdivision) or a final inspection satisfactory to Collier County has not been performed prior to the date of expiry, and satisfactory alternative performance security has not been provided to and formally accepted by the Beneficiary."

DRAFT(S) DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED: "Drawn under (insert name of Issuer) Credit No. (insert Issuer's number identifying this Letter of Credit), dated (insert original date of issue.)" The original Letter of Credit and all amendments, if any, must be presented for proper endorsement. Draft(s) may be presented within the State of Florida at the following address (list Florida address).

This Letter of Credit sets forth in full the terms of the Issuer's undertaking and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Issuer hereby engages with Beneficiary that draft(s) drawn under and in compliance with the

terms of this Credit will be duly honored by Issuer if presented within the validity of this Credit.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

(Name of Issuer)

By: _____

Printed Name/Title
(President, Vice President, or CEO)
(Provide proper Evidence of Authority)

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b. The Performance Bond shall be substantially as follows:

PERFORMANCE BOND

* * * * *

c. The Construction, Maintenance and Escrow Agreement for Subdivision Improvements shall be substantially as follows:

CONSTRUCTION, MAINTENANCE AND ESCROW AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS AGREEMENT entered into this ____ day of _____, 20____ by (description of entity) (hereinafter "Developer"), THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, (hereinafter "The Board") and _____ (hereinafter "Lender").

* * * * *

11. All of the terms, covenants and conditions herein contained are and shall be binding upon the respective successors and assigns of the Developer and the Lender.

IN WITNESS WHEREOF, the Board and the Developer and Lender have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 20_____.

SIGNED IN THE PRESENCE OF:

Printed Name

~~Printed name~~ Name

(Name of entity)

(Developer)

By:

Print Name/Title

(President, VP, or CEO)

(Provide Proper Evidence of Authority)

SIGNED IN THE PRESENCE OF:

Printed Name

Printed Name

(Name of entity)

(Lender)

By:

Print Name/Title

(President, VP, or CEO)

(Provide Proper Evidence of Authority)

ATTEST:

DWIGHT E. BROCK, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: _____,
Chairman

Approved as to form and ~~legal sufficiency~~
legality:

Assistant County Attorney

* * * * *

d. The Construction and Maintenance Agreement for Subdivision Improvements shall be substantially as follows:

CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT FOR SUBDIVISION IMPROVEMENTS entered into this _____ day of _____, 20____ between _____ hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board.

RECITALS:

A. Developer has, simultaneously with the delivery of this Agreement, applied for the approval by the Board of a certain plat of a subdivision to be known as:

B. Chapters 4 and 10 of the Collier County Land Development Code requires the Developer to post appropriate guarantees for the construction of the improvements required by said subdivision regulations, said guarantees to be incorporated in a bonded agreement for the construction of the required improvements.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer will cause to be constructed:

within _____ months from the date of approval of said subdivision plat, said improvements hereinafter referred to as the required improvements.
2. Developer herewith tenders its subdivision performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$_____ which amount represents 10% of the total contract cost to complete construction plus 100% of the estimate cost of to complete the required improvements at the date of this Agreement.
3. In the event of default by the Developer or failure of the Developer to complete such improvements within the time required by the Land Development Code,

Collier County, may call upon the subdivision performance security to insure satisfactory completion of the required improvements.

4. The required improvements shall not be considered complete until a statement of substantial completion by Developer's engineer along with the final project records have been furnished to be reviewed and approved by the County Manager or his designee for compliance with the Collier County Land Development Code.
5. The County Manager or his designee shall, within sixty (60) days of receipt of the statement of substantial completion, either: a) notify the Developer in writing of his preliminary approval of the improvements; or b) notify the Developer in writing of his refusal to approve improvements, therewith specifying those conditions which the Developer must fulfill in order to obtain the County Manager's approval of the improvements. However, in no event shall the County Manager or his designee refuse preliminary approval of the improvements if they are in fact constructed and submitted for approval in accordance with the requirements of this Agreement.
6. The Developer shall maintain all required improvements for a minimum period of one year after preliminary approval by the County Manager or his designee. After the one year maintenance period by the Developer has terminated, the Developer shall petition the County Manager or his designee to inspect the required improvements. The County Manager or his designee shall inspect the improvements and, if found to be still in compliance with the Collier County Land Development Code as reflected by final approval by the Board, the Board shall release the remaining 10% of the subdivision performance security. The Developer's responsibility for maintenance of the required improvements shall continue unless or until the Board accepts maintenance responsibility for and by the County.
7. Six (6) months after the execution of this Agreement and once within every six (6) months thereafter the Developer may request the County Manager or his designee to reduce the dollar amount of the subdivision performance security on the basis of work complete. Each request for a reduction in the dollar amount of the subdivision performance security shall be accompanied by a statement of substantial completion by the Developer's engineer together with the project records necessary for review by the County Manager or his designee. The County Manager or his designee may grant the request for a reduction in the amount of the subdivision performance security for the improvements completed as of the date of the request.
7. In the event the Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or his designee may call upon the subdivision performance security to secure satisfactory completion, repair and maintenance of the required improvements. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the improvements required herein. The Developer, as principal under the subdivision performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent

costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of the Developer to fulfill all of the provisions of this Agreement.

- 10. All of the terms, covenants and conditions herein contained are and shall be binding upon the Developer and the respective successors and assigns of the Developer.

IN WITNESS WHEREOF, the Board and the Developer have caused this Agreement to be executed by their duly authorized representatives this ___ day of _____, 20__.

SIGNED IN THE PRESENCE OF:

(Name of entity)

~~Printed name~~ Name

By:

Print Name/Title
(President, VP, or CEO)
(Provide Proper Evidence of Authority)

~~Printed name~~ Name

ATTEST:

DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Approved as to form and ~~legal sufficiency~~
legality:

Assistant County Attorney

* * * * *

A.2. Excavation Improvements

- a. The Irrevocable Standby Letter of Credit shall be substantially as follows:

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
(insert issuer's identifying number)

ISSUER: (insert full name, street address, and telephone number of Issuer) (hereinafter "Issuer").

PLACE OF EXPIRY: At Issuer's counters.

DATE OF EXPIRY: This Credit shall be valid until (insert date of first anniversary of date of issue), and shall thereafter be automatically renewed for successive one-year periods on the anniversary of its issue

unless at least sixty (60) days prior to any such anniversary date, the Issuer notifies the Beneficiary in writing by registered mail that the Issuer elects not to so renew this Credit.

APPLICANT: (insert full name of person or entity) (hereinafter "Applicant") (insert Applicant's current business address).

BENEFICIARY: The Board of County Commissioners, Collier County, Florida (hereinafter "Beneficiary") c/o Growth Management Department, 2800 North Horseshoe Drive, Naples, Florida 34104.

AMOUNT: \$ (insert dollar amount) (U.S.) up to an aggregate thereof.

CREDIT AVAILABLE WITH: Issuer.

BY: Payment against documents detailed herein and Beneficiary's drafts at sight drawn on the Issuer.

DOCUMENTS REQUIRED: AVAILABLE BY BENEFICIARY'S DRAFT(S) AT SIGHT DRAWN ON THE ISSUER AND ACCOMPANIED BY BENEFICIARY'S STATEMENT PURPORTEDLY SIGNED BY THE COUNTY MANAGER OR DESIGNEE, CERTIFYING THAT: "(insert name of Applicant) has failed to construct and/or maintain the excavation improvements associated with Excavation Permit No. _____, or prior to the date of expiry final approval of the excavation has not been granted by Collier County as required by Collier County Ordinances and Resolutions, and the Applicant failed to provide the County with a satisfactory alternative performance security."

DRAFT(S) DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED: "Drawn under (insert name of Issuer) Credit No. (insert Issuer's number identifying this Letter of Credit), dated (insert original date of issue.)" The original Letter of Credit and all amendments, if any, must be presented for proper endorsement. Draft(s) may be presented within the State of Florida at the following address (list Florida address).

This Letter of Credit sets forth in full the terms of the Issuer's undertaking and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Issuer hereby engages with Beneficiary that draft(s) drawn under and in compliance with the terms of this Credit will be duly honored by Issuer if presented within the validity of this Credit.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

(Name of Issuer)

By: _____

Printed Name/Title
(President, Vice President, or CEO)
(Provide proper Evidence of Authority)

b. The Performance Bond for Excavation Work shall be substantially as follows:

PERFORMANCE BOND FOR EXCAVATION WORK

KNOW ALL PERSONS BY THESE PRESENTS: that

(NAME OF OWNER)
(ADDRESS OF OWNER)

(hereinafter referred to as "Owner") and

(NAME OF SURETY)
(ADDRESS/TELEPHONE NUMBER OF SURETY)

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain excavation permit no. _____ and that certain excavation permit shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of completion of the work and approval by the County of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period") or until replaced by a new bond in the event of a change of Ownership.

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed

amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this _____ day of _____, 20_____.

WITNESSES: _____ (Owner Name and Title if Corporation)
By: _____
Printed Name _____ Printed Name/Title
(Provide Proper Evidence of Authority)

Printed Name

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public - State of _____

(SEAL)

Printed Name

WITNESSES: _____ (Owner Name and Title if Corporation)
By: _____
Printed Name _____ Printed Name/Title
(Provide Proper Evidence of Authority)

Printed Name

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public - State of _____

(SEAL)

Printed Name

c. The Performance Agreement for Excavation shall be substantially as follows:

EXCAVATION PERFORMANCE AGREEMENT

THIS EXCAVATION PERFORMANCE AGREEMENT entered into this _____ day of _____, 20____ between _____ hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an excavation permit in accordance with Section 22-106, et al. of the Collier County Code of Laws and Ordinances, and the Collier County Land Development Code, including but not limited to Section 3.05.10 (collectively, the "Excavation Regulations"); and

WHEREAS, the Excavation Regulations require the Developer to post appropriate guarantees and execute an Excavation Performance Security Agreement stating applicant will comply with the Excavation Regulations and Excavation Permit No. _____ (the "Excavation Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Excavation Regulations and the Excavation Permit (the "Excavation Work").
2. Developer herewith tenders its excavation performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$_____.
3. In the event of default by Developer or failure of Developer to complete the Excavation Work within the time required by the Excavation Regulations and Excavation Permit, Collier County, may call upon the excavation performance security to insure satisfactory completion of the Excavation Work.
4. The Excavation Work shall not be considered complete until Developer notifies the County that the Excavation Work is complete and the final Excavation Work is reviewed and approved by the County Manager or designee for compliance with the Excavation Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Excavation Work is complete, either: a) notify Developer in writing of his approval of the Excavation Work; or b) notify the Developer in writing of his refusal to approve the Excavation Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Excavation Work.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the excavation performance security to secure satisfactory completion, repair and maintenance of the Excavation Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids,

the Excavation Work. The Developer, as principal under the excavation performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this day of , 20 .

SIGNED IN THE PRESENCE OF:

Printed Name

Printed Name

ATTEST:

DWIGHT E. BROCK, CLERK

By: _____
Deputy Clerk

Approved as to form and legality:

Assistant County Attorney

(Name of Entity)

By: _____

Printed Name/Title

(President, VP, or CEO)

Provide Proper Evidence of Authority)

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Chairman

A.3. Early Work Improvements

a. The Irrevocable Standby Letter of Credit shall be substantially as follows:

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
(insert issuer's identifying number)

ISSUER: (insert full name, street address, and telephone number of Issuer) (hereinafter "Issuer").

PLACE OF EXPIRY: At Issuer's counters.

DATE OF EXPIRY: This Credit shall be valid until (insert date of first anniversary of date of issue), and shall thereafter be automatically renewed for successive one-year periods on the anniversary of its issue unless at least sixty (60) days prior to any such anniversary date, the Issuer notifies the Beneficiary in writing by registered mail that the Issuer elects not to so renew this Credit.

APPLICANT: (insert full name of person or entity) (hereinafter "Applicant") (insert Applicant's current business address).

BENEFICIARY: The Board of County Commissioners, Collier County, Florida (hereinafter "Beneficiary") c/o Growth Management Department, 2800 North Horseshoe Drive, Naples, Florida 34104.

AMOUNT: \$ (insert dollar amount) (U.S.) up to an aggregate thereof.

CREDIT AVAILABLE WITH: Issuer.

BY: Payment against documents detailed herein and Beneficiary's drafts at sight drawn on the Issuer.

DOCUMENTS REQUIRED: AVAILABLE BY BENEFICIARY'S DRAFT(S) AT SIGHT DRAWN ON THE ISSUER AND ACCOMPANIED BY BENEFICIARY'S STATEMENT PURPORTEDLY SIGNED BY THE COUNTY MANAGER OR DESIGNEE, CERTIFYING THAT: "(insert name of Applicant) has failed to construct and/or maintain the early work improvements associated with

Early Work Authorization Permit No. _____, or prior to the date of expiry a subsequent final development order, such as site development plan or plat, has not been approved by Collier County as required by Collier County Ordinances and Resolutions, and the Applicant failed to provide the County with a satisfactory alternative performance security."

DRAFT(S) DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED: "Drawn under (insert name of Issuer) Credit No. (insert Issuer's number identifying this Letter of Credit), dated (insert original date of issue.)" The original Letter of Credit and all amendments, if any, must be presented for proper endorsement. Draft(s) may be presented within the State of Florida at the following address (list Florida address).

This Letter of Credit sets forth in full the terms of the Issuer's undertaking and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Issuer hereby engages with Beneficiary that draft(s) drawn under and in compliance with the terms of this Credit will be duly honored by Issuer if presented within the validity of this Credit.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

(Name of Issuer)

By: _____

Printed Name/Title
(President, Vice President, or CEO)
(Provide proper Evidence of
Authority)

b. The Performance Bond for Early Work Authorization shall be substantially as follows:

PERFORMANCE BOND FOR EARLY WORK AUTHORIZATION

KNOW ALL PERSONS BY THESE PRESENTS: that

(NAME OF OWNER)
(ADDRESS OF OWNER)

(hereinafter referred to as "Owner") and

(NAME OF SURETY)
(ADDRESS/TELEPHONE NUMBER OF SURETY)

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain Early Work Authorization Permit No. _____ and that certain Early Work Authorization shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the completion of the work and approval by the County of the specific improvements described in the Land Development Regulations, or until issuance of a subsequent final development order such as an Site Development Plan (SDP) or Subdivision Plat and Plans (PPL) (hereinafter the "Guaranty Period"), or until replaced by a new bond in the event of a change in Ownership.

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this _____ day of _____, 20_____.

WITNESSES: (Owner Name and Title if Corporation)
By: _____
Printed Name Printed Name/Title
(Provide Proper Evidence of Authority)
Printed Name

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public - State of _____

(SEAL)

Printed Name

WITNESSES: (Owner Name and Title if Corporation)
By: _____
Printed Name Printed Name/Title
(Provide Proper Evidence of Authority)
Printed Name

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public - State of _____

(SEAL)

Printed Name

c. The Performance Agreement for Early Work shall be substantially as follows:

EARLY WORK PERFORMANCE AGREEMENT

THIS EARLY WORK PERFORMANCE AGREEMENT entered into this _____ day of _____, 20____, between _____ hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an early work authorization in accordance with the Collier County Land Development Code including but not limited to Section 10.01.02.B (collectively, the "Early Work Regulations"); and

WHEREAS, the Early Work Regulations require Developer to post appropriate performance guarantees to ensure compliance with the Early Work Regulations and Early Work Authorization Permit No. _____ (the "Early Work Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Early Work Regulations and the Early Work Permit (the "Early Work").
2. Developer herewith tenders its early work performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$ _____.
3. In the event of default by Developer or failure of Developer to complete the Early Work within the time required by the Early Work Regulations and Early Work Permit, Collier County, may call upon the early work performance security to insure satisfactory completion of the Early Work.
4. The Early Work shall not be considered complete until Developer notifies the County that the Early Work is complete and the final Early Work is reviewed and approved by the County Manager or designee for compliance with the Early Work Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Early Work is complete, either: a) notify Developer in writing of his approval of the Early Work; or b) notify Developer in writing of his refusal to approve the Early Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Early Work.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the early performance security to secure satisfactory completion, repair and maintenance of the Early Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids, the Early Work. The Developer, as principal under the early performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final

total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20__.

SIGNED IN THE PRESENCE OF:

Printed Name

Printed Name

(Name of Entity)

By: _____

Printed Name/Title

(President, VP, or CEO)

Provide Proper Evidence of Authority)

ATTEST:

DWIGHT E. BROCK, CLERK

By: _____
Deputy Clerk

Approved as to form and legality:

Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Chairman

A.4. Site Development Plan Improvements

a. The Irrevocable Standby Letter of Credit shall be substantially as follows:

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____
(insert issuer's identifying number)

ISSUER: (insert full name, street address, and telephone number of Issuer) (hereinafter "Issuer").

PLACE OF EXPIRY: At Issuer's counters.

DATE OF EXPIRY: This Credit shall be valid until (insert date of first anniversary of date of issue), and shall thereafter be automatically renewed for successive one-year periods on the anniversary of its issue unless at least sixty (60) days prior to any such anniversary date, the Issuer notifies the Beneficiary in writing by registered mail that the Issuer elects not to so renew this Credit.

APPLICANT: (insert full name of person or entity) (hereinafter "Applicant") (insert Applicant's current business address).

BENEFICIARY: The Board of County Commissioners, Collier County, Florida (hereinafter "Beneficiary") c/o Growth Management Department, 2800 North Horseshoe Drive, Naples, Florida 34104.

AMOUNT: \$ (insert dollar amount) (U.S.) up to an aggregate thereof.

CREDIT AVAILABLE WITH: Issuer.

BY: Payment against documents detailed herein and Beneficiary's drafts at sight drawn on the Issuer.

DOCUMENTS REQUIRED: AVAILABLE BY BENEFICIARY'S DRAFT(S) AT SIGHT DRAWN ON THE ISSUER AND ACCOMPANIED BY BENEFICIARY'S STATEMENT PURPORTEDLY SIGNED BY THE COUNTY MANAGER OR DESIGNEE, CERTIFYING THAT: "(insert name of Applicant) has failed to construct and/or maintain the improvements associated with the Site Development Plan known as (insert name of Site Development Plan), PL# _____, or prior to the date of expiry satisfactory final inspection of the Site Development Plan improvements has not been performed by Collier County as required by

Collier County Ordinances and Resolutions, and the Applicant failed to provide the County with a satisfactory alternative performance security."

DRAFT(S) DRAWN UNDER THIS LETTER OF CREDIT MUST BE MARKED: "Drawn under (insert name of Issuer) Credit No. (insert Issuer's number identifying this Letter of Credit), dated (insert original date of issue.)" The original Letter of Credit and all amendments, if any, must be presented for proper endorsement. Draft(s) may be presented within the State of Florida at the following address (list Florida address).

This Letter of Credit sets forth in full the terms of the Issuer's undertaking and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Issuer hereby engages with Beneficiary that draft(s) drawn under and in compliance with the terms of this Credit will be duly honored by Issuer if presented within the validity of this Credit.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

(Name of Issuer)

By: _____

Printed Name/Title

(President, Vice President, or CEO)

(Provide proper Evidence of Authority)

b. The Performance Bond for Site Development Plans shall be substantially as follows:

PERFORMANCE BOND FOR SITE DEVELOPMENT PLANS

KNOW ALL PERSONS BY THESE PRESENTS: that

(NAME OF OWNER)

(ADDRESS OF OWNER)

(hereinafter referred to as "Owner") and

(NAME OF SURETY)

(ADDRESS/TELEPHONE NUMBER OF SURETY)

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has received approval of a certain Site Development Plan named _____ and that certain Site Development Plan includes specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the completion of the work and the date of satisfactory final inspection by the County of the specific improvements described in the Site Development Plan pursuant to the Land Development Regulations (hereinafter the "Guaranty Period") or until replaced by a new bond in the event of a change in Ownership.

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so

as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this _____ day of _____, 20_____.

WITNESSES: _____ (Owner Name and Title if Corporation)
By: _____
Printed Name _____ Printed Name/Title
(Provide Proper Evidence of Authority)

Printed Name

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public - State of _____

(SEAL)

Printed Name

WITNESSES: _____ (Owner Name and Title if Corporation)
By: _____
Printed Name _____ Printed Name/Title
(Provide Proper Evidence of Authority)

Printed Name

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY (NAME OF ACKNOWLEDGER) AS (TITLE) OF (NAME OF COMPANY) WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public - State of _____

(SEAL)

Printed Name

c. The Performance Agreement for Site Development shall be substantially as follows:

SITE DEVELOPMENT PERFORMANCE AGREEMENT

THIS SITE DEVELOPMENT PERFORMANCE AGREEMENT entered into this day of _____, 20____, between _____ hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for site development plan approval in accordance with the Collier County Land Development Code including but not limited to Section 10.02.03.D (collectively, the "Site Development Plan Regulations"); and

WHEREAS, the Site Development Plan Regulations require Developer to post appropriate performance guarantees to ensure compliance with the Site Development Plan Regulations and Site Development Plan Approval No. _____ (the "Site Development Plan Approval").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Site Development Plan Regulations and the Site Development Plan Approval (the "Site Development").
2. Developer herewith tenders its site development performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$_____.
3. In the event of default by the Developer or failure of Developer to complete the Site Development within the time required by the Site Development Plan Regulations and Site Development Plan Approval, Collier County, may call upon the site development performance security to ensure satisfactory completion of the Site Development.
4. The Site Development shall not be considered complete until Developer notifies the County that the Site Development is complete and the final Site Development is reviewed and approved by the County Manager or designee for compliance with the Site Development Plan Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Site Development is complete, either: a) notify Developer in writing of his approval of the Site Development; or b) notify Developer in writing of his refusal to approve the Site Development, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Site Development.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the site development performance security to secure satisfactory completion, repair and maintenance of the Site Development. The Board shall have the right to construct and maintain, or cause to be constructed or

maintained, pursuant to public advertisement and receipt and acceptance of bids, the Site Development. The Developer, as principal under the site development performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 20__.

SIGNED IN THE PRESENCE OF:

(Name of Entity)

Printed Name

By: _____

Printed Name/Title

(President, VP, or CEO)

Provide Proper Evidence of Authority)

Printed Name

ATTEST:

DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Approved as to form and legality:

Assistant County Attorney

* * * * *

SECTION FOUR: CONFLICT AND SEVERABILITY

In the event that any provisions of this ordinance should result in an unresolved conflict with the provisions of the Land Development Code (LDC) or Growth Management Plan (GMP), the applicable provisions of the LDC or GMP shall prevail. In the event this Ordinance conflicts

with any other Ordinance of Collier County or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION FIVE: INCLUSION IN THE COLLIER COUNTY LAND DEVELOPMENT CODE

The provisions of this Ordinance shall become and be made a part of the Land Development Code of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

SECTION SIX: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida, this 7th day of July, 2015.


ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

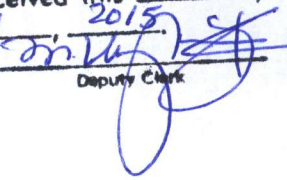
By: 
Attest as to Chairman's Deputy Clerk
signature only.

By: 
TIM NANCE, Chairman

Approved as to form and legality:


Scott A. Stone
Assistant County Attorney

04-CMD-01077/1701 (6/29/15, #2)

This ordinance filed with the Secretary of State's Office the 9th day of July, 2015 and acknowledgement of that filing received this 9th day of July, 2015.
By: 
Deputy Clerk



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

July 9, 2015

Honorable Dwight E. Brock
Clerk of the Circuit Court
Collier County
Post Office Box 413044
Naples, Florida 34101-3044

Attention: Ms. Martha S. Vergara, BMR Senior Clerk

Dear Mr. Brock:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Collier County Ordinance No. 15-44, which was filed in this office on July 9, 2015.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb