

RESOLUTION NO. 01-06

A RESOLUTION TO AUTHORIZE APPROVAL OF AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MARCO ISLAND, FLORIDA, AND FACTORY BAY HOLDING COMPANY, INC., CYPRESS LANDING CORPORATION, AND A&N OF MARCO, INC.

WHEREAS, the City of Marco Island has acknowledged the utilization of Development Agreements consistent with the Florida Local Government Development Agreement Act through City of Marco Island Ordinance 98-5; and

WHEREAS, the above referenced parties entered into a Development Agreement which was recorded in the Official Records of Collier County, Florida on September 29, 1998, at O.R. Book 2465, Pages 0688 through 0736, et. Seq.; and

WHEREAS, Mr. George Varnadoe, as agent for Factory Bay Holding Company, Inc., Cypress Landing Corporation, and A&N of Marco, Inc., has requested an amendment to the original Development Agreement, specifically to Schedules "3" and "4" (Smokehouse Bay component); and

WHEREAS, Mr. Varnadoe has prepared an Amendment to Development Agreement document, attached as exhibit "A"; and

WHEREAS, the requested amendment has been received, processed, and reviewed consistent with the terms and conditions contained in Ordinance 98-5; and

WHEREAS, the Marco Island Planning Board conducted a public hearing on the proposed Amendment to Development Agreement on Friday, February 9, 2001, and at the conclusion of said public hearing voted 5-2 to recommend approval of the amendment to City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MARCO ISLAND, FLORIDA, THAT:

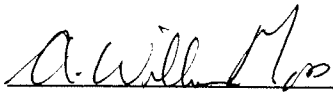
1. The Chairman is hereby authorized to execute an Amendment to Development Agreement (exhibit "A") between the City of Marco Island, Florida and Factory Bay Holding Company, Inc., Cypress Landing Corporation, and A&N of Marco, Inc., originally entered into by said parties and recorded in the Official Records of Collier County, Florida on September 29, 1998, at O.R. Book 2465, Pages 0688 through 0736 et. Seq.

2. This Resolution shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL
OF THE CITY OF MARCO ISLAND, FLORIDA, THIS 20th DAY OF
FEBRUARY 2001.

CITY OF MARCO ISLAND, FLORIDA

Attest:

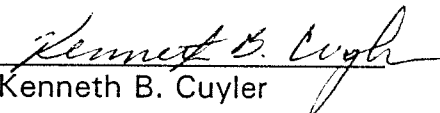


A. William Moss
City Manager



Harry Cowin, Chairman

Approved as to form and
Legal sufficiency:



Kenneth B. Cuyler
City Attorney

This instrument was prepared by
and should be returned to:
George L. Varnadoe, Esq.
Young, van Assenderp, Varnadoe & Anderson, P.A.
801 Laurel Oak Drive, Suite 300
Naples, Florida 34108
(941)597-2814

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to a Development Agreement, is made and entered into by and between FACTORY BAY HOLDING COMPANY, INC., CYPRESS LANDING CORPORATION, and A&N OF MARCO, INC., whose addresses are 365 5th Avenue South, Naples, Florida, hereinafter jointly referred to as "Developer", and the CITY OF MARCO ISLAND, a municipal corporation of the State of Florida, hereinafter referred to as "City," pursuant to the Florida Local Government Development Agreement Act (Sections 163.3220-163.3243, Florida Statutes (1999), and City of Marco Island Ordinance 98-5.

RECITALS:

- A. The parties hereto entered into a Development Agreement which was recorded in the Official Records of Collier County, Florida on September 29, 1998, at O.R. Book 2465, Pages 0688 through 0736, et seq.
- B. The parties confirm that the Development Agreement is in full force and affect, and each party has fulfilled its obligations under the Agreement to the extent required by the Agreement as of this date.
- C. That Developer has requested, and the City has agreed to amend the terms of the Development Agreement, particularly the terms regulating development of the Smokehouse Bay site.
- D. That the approval of this Agreement is consistent with the Comprehensive Plan for the City of Marco Island and Land Development Code Regulations pertinent thereto, and that no zoning change is necessary for the development of the Smokehouse Bay site.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and representations contained herein, the parties agree:

- 1. The Recitals are true and correct and are incorporated by reference as if repeated verbatim herein.

2. This Amendment to the Development Agreement is entered into pursuant to the authority of Section 163.3220-163.3243, Florida Statutes, the Florida Local Government Development Agreement Act, herein referred to as the "Act" and City of Marco Island Ordinance 98-5, the Marco Island Development Agreement Ordinance.
3. The duration of this Agreement is five (5) years from the date on which the City Council takes final action to approve this Amendment to the Development Agreement, which period of time may be extended as provided for in the Act in order to provide to the Developer the assurance and certainty of the development as detailed in this Agreement, as contemplated in the Act; as well as to further the other objectives set forth in the Act.
4. Attached as Schedule "3" is a copy revised Master Development Plan for the Smokehouse Bay Site and attached as Schedule "4" is a revised Land Use Summary for the Smokehouse Bay Site. Development of the Smokehouse Bay Site shall be limited to the uses, intensities, set-backs, heights and other restrictions and criteria set forth in Schedule "4", which the City hereby approves. The City also approves Schedule "3" as the Master Development Plan for the Smokehouse Bay Site, with the understanding that minor modifications may be made to the Master Development Plan in the Site Development Plan process without requiring additional City Council approval, as long as the Land Use Summary criteria, conditions, and limitations, are followed, and there are not major deviations from the concepts of the Master Development Plan.
5. After due consideration and the requisite public hearings, the City makes the following:

FINDINGS AND DETERMINATIONS

- (a) City Council finds that it is in the public interest and the best welfare of the citizens of the City of Marco Island to enter into this Amendment to the Development Agreement which will limit the land use intensities and densities on the Smokehouse Bay Site, a waterfront commercially zoned property.
- (b) That the Master Development Plan (Schedule "3") and the Land Use Summary (Schedule "4") for the Smokehouse Bay Site adequately address issues related to public health, safety, and welfare; and there is no necessity to place any additional conditions, terms, restrictions, requirements, or limitations of any kind upon the development of either of these properties, other than those to be found in the Schedules attached hereto.
- (c) The Development Agreement, as amended, promotes and guides appropriate use of the property, assists the City in capital improvement planning and

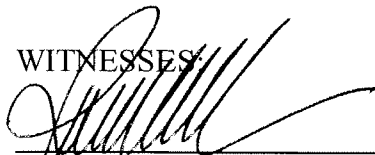
comprehensive planning, promotes economic use of land resources of the City, and encourages private participation in the comprehensive planning process.

- (d) The proposed development of the Smokehouse Bay Site is consistent with the goals, objectives and policies of the MIMP and other elements of the Growth Management Plan applicable to the City of Marco Island, and the MIZO and other applicable land development regulations.
- 6. The parties understand and agree that the Developer may act in reliance upon this Agreement and to the degree that such action and reliance occurs, the development rights as set forth herein shall be deemed to vest in the Developer and its successors in title. The City hereby agrees to provide in its Local Comprehensive Plan and its land development regulations the uses intensities and densities set forth herein for the Smokehouse Bay Site.
- 7. That all other provisions of the Development Agreement as referenced above remain in full force and effect, thereby binding on the parties.
- 8. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**FACTORY BAY HOLDING COMPANY,
INC.**


WITNESSES:



Signature



Printed Name



Signature



Printed Name

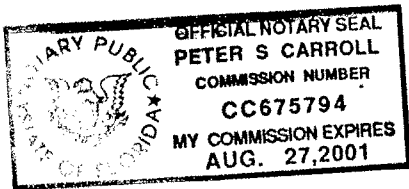
By: 

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jack Antonian, authorized agent for the _____, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of February, 2001.

(Affix Seal)



[Handwritten Signature]

Signature of Notary Public

Peter Carroll

Printed Name of Notary

Notary Public - State of Florida

Commission No.: CC675794

[Handwritten Signature]

Signature

Peter S. Carroll

Printed Name

[Handwritten Signature]

Signature

Michael D. CLAWSON

Printed Name

CYPRESS LANDING CORPORATION

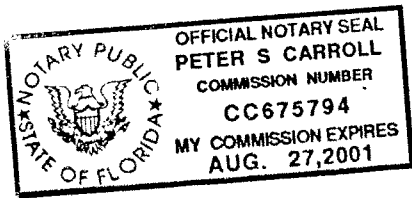
By: [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jack Antikarman, authorized agent for the A+N Corp., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 2001.

(Affix Seal)



[Signature]
Signature of Notary Public
Peter Carroll
Printed Name of Notary
Notary Public - State of Florida
Commission No.: CC675794

A&N OF MARCO, INC.

[Signature]
Signature

Peter S. Carroll
Printed Name

[Signature]
Signature

Michael D. Chawson
Printed Name

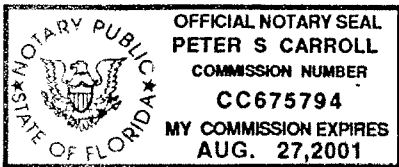
By: [Signature]

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Tech Antaramian, authorized agent for the ATN, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of February, 2001.

(Affix Seal)



[Signature]
Signature of Notary Public
Peter S. Carroll
Printed Name of Notary
Notary Public - State of Florida
Commission No.: CC675794

ATTEST:

**THE CITY OF MARCO ISLAND,
FLORIDA**

[Signature]
Laura Litzan, Deputy Clerk

By: [Signature]
Harry Cowin, Chairman

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the City aforesaid to take acknowledgments, personally appeared Harry Cowin to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March, 2001.

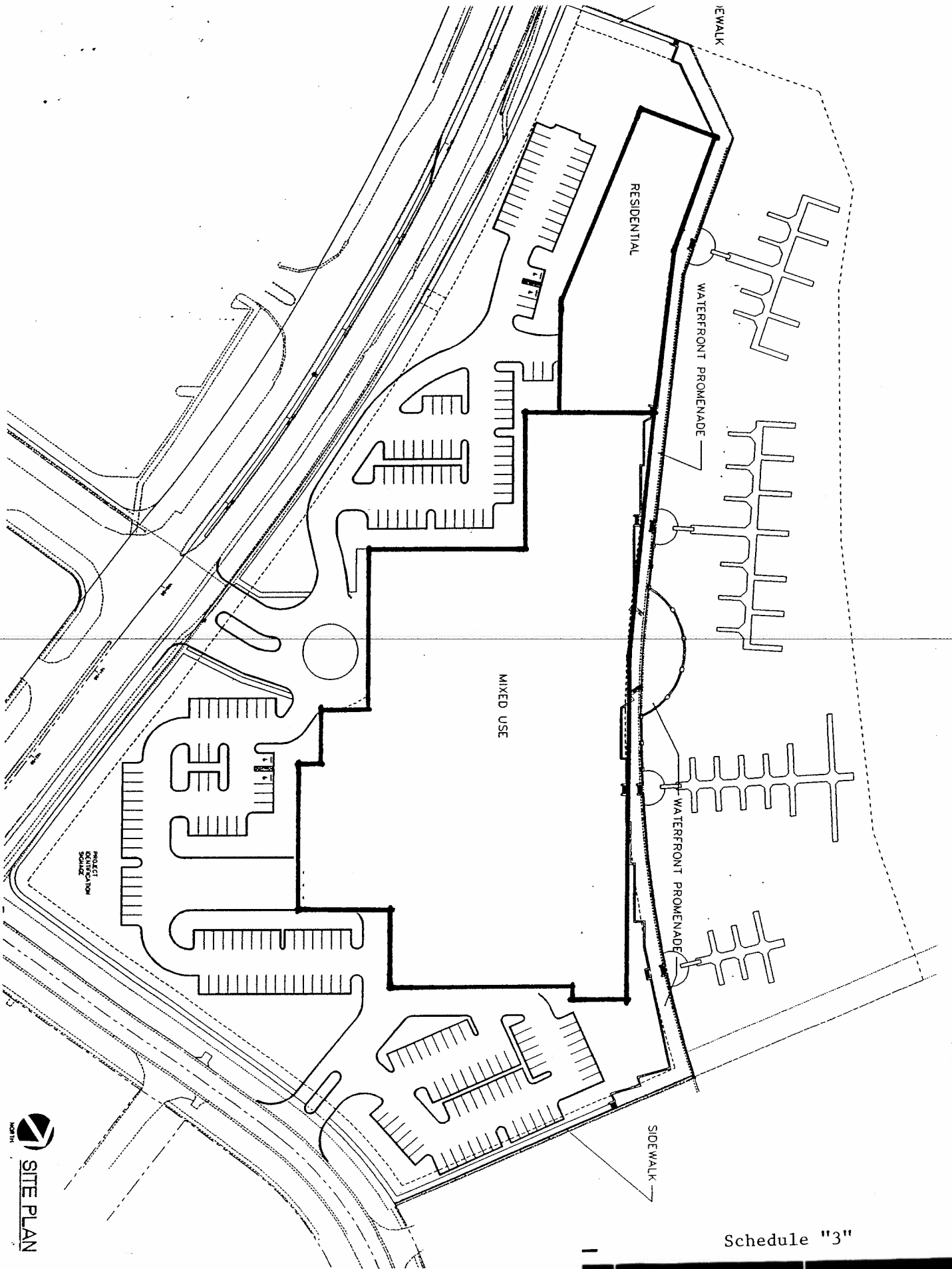
(Affix Seal)



[Signature]
Signature of Notary Public

Printed Name of Notary
Notary Public - State of Florida
Commission No.: CC 705500

(February 21, 2001)



Schedule "3"

SITE PLAN

<p>SITE PLAN ESPLANADE COLLIER BOULEVARD MARCO ISLAND, FL 34445</p>		<p>GARCIA BRENNER STROMBERG ARCHITECTS 1000 N. W. 10th St. Ft. Lauderdale, FL 33304 Phone: (954) 561-1111 Fax: (954) 561-1112</p>		<p>ANTHONY & ANTONIO DEVELOPMENT CORPORATION 1000 N. W. 10th St. Ft. Lauderdale, FL 33304 Phone: (954) 561-1111 Fax: (954) 561-1112</p>	
NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6
NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12
NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18
NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24
NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30
NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36
NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42
NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48
NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54
NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60
NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66
NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72
NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78
NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84
NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90
NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96
NO. 97	NO. 98	NO. 99	NO. 100	NO. 101	NO. 102
NO. 103	NO. 104	NO. 105	NO. 106	NO. 107	NO. 108
NO. 109	NO. 110	NO. 111	NO. 112	NO. 113	NO. 114
NO. 115	NO. 116	NO. 117	NO. 118	NO. 119	NO. 120
NO. 121	NO. 122	NO. 123	NO. 124	NO. 125	NO. 126
NO. 127	NO. 128	NO. 129	NO. 130	NO. 131	NO. 132
NO. 133	NO. 134	NO. 135	NO. 136	NO. 137	NO. 138
NO. 139	NO. 140	NO. 141	NO. 142	NO. 143	NO. 144
NO. 145	NO. 146	NO. 147	NO. 148	NO. 149	NO. 150
NO. 151	NO. 152	NO. 153	NO. 154	NO. 155	NO. 156
NO. 157	NO. 158	NO. 159	NO. 160	NO. 161	NO. 162
NO. 163	NO. 164	NO. 165	NO. 166	NO. 167	NO. 168
NO. 169	NO. 170	NO. 171	NO. 172	NO. 173	NO. 174
NO. 175	NO. 176	NO. 177	NO. 178	NO. 179	NO. 180
NO. 181	NO. 182	NO. 183	NO. 184	NO. 185	NO. 186
NO. 187	NO. 188	NO. 189	NO. 190	NO. 191	NO. 192
NO. 193	NO. 194	NO. 195	NO. 196	NO. 197	NO. 198
NO. 199	NO. 200	NO. 201	NO. 202	NO. 203	NO. 204
NO. 205	NO. 206	NO. 207	NO. 208	NO. 209	NO. 210
NO. 211	NO. 212	NO. 213	NO. 214	NO. 215	NO. 216
NO. 217	NO. 218	NO. 219	NO. 220	NO. 221	NO. 222
NO. 223	NO. 224	NO. 225	NO. 226	NO. 227	NO. 228
NO. 229	NO. 230	NO. 231	NO. 232	NO. 233	NO. 234
NO. 235	NO. 236	NO. 237	NO. 238	NO. 239	NO. 240
NO. 241	NO. 242	NO. 243	NO. 244	NO. 245	NO. 246
NO. 247	NO. 248	NO. 249	NO. 250	NO. 251	NO. 252
NO. 253	NO. 254	NO. 255	NO. 256	NO. 257	NO. 258
NO. 259	NO. 260	NO. 261	NO. 262	NO. 263	NO. 264
NO. 265	NO. 266	NO. 267	NO. 268	NO. 269	NO. 270
NO. 271	NO. 272	NO. 273	NO. 274	NO. 275	NO. 276
NO. 277	NO. 278	NO. 279	NO. 280	NO. 281	NO. 282
NO. 283	NO. 284	NO. 285	NO. 286	NO. 287	NO. 288
NO. 289	NO. 290	NO. 291	NO. 292	NO. 293	NO. 294
NO. 295	NO. 296	NO. 297	NO. 298	NO. 299	NO. 300

SCHEDULE "4"

LAND USE SUMMARY

SMOKEHOUSE BAY SITE

Development of the Smokehouse Bay Site (herein "Site") shall be in accordance with and limited to uses, intensities, heights, and other limitations and restrictions specified herein. To the extent this Land Use Summary fails to provide developmental standards, provisions of the MIZO, or other land development regulations applicable to the City of Marco Island shall apply.

SECTION I -MAXIMUM PERMITTED DEVELOPMENT

The Smokehouse Bay Site consists of 9.26 acres. It is proposed to be developed as an urban streetscape mixed use project, with buildings containing a mix of commercial and residential uses, commercial only and residential only. In addition, there are a limited number of boat slips associated with the residential component and a limited scope marina. A maximum of 72 residential dwelling units with 18 boat docks; 49,375 square feet of gross leasable commercial area; a 62 wet slip marina and dockmaster's facility; a parking structure; and customary accessory structures and uses may be constructed on the site.

SECTION II - USES PERMITTED

No building or structure or part thereof shall be erected, altered, or used, or lands used in whole or part for other than the following (references are to the Standard Industrial Classification, where applicable):

A. Permitted Uses:

1. All permitted uses in the C-3 Zoning District of the Collier County Land Development Code except:
 - a. Auto and Home Supply Stores (5531)
 - b. Group Care Facilities
 - c. Membership Organizations (8611-8699)
 - d. Miscellaneous Repair Services (7629-7631)
 - e. Retail Nurseries, Lawn and Garden Supply Stores (5261)
 - f. Veterinary Services (0742, 0752)
 - g. Gasoline Service Stations (5541)
2. Marinas (4493 excluding dry boat storage, marine supply sales, charter or rental boat services, fuel dispensing and marine repair services), with a maximum of 62 wet slips, and associated dockmaster facility.

3. Multi-family dwelling units
 4. Physical Fitness Facilities (7991)
 5. Antique Stores (5932)
 6. Depository Institutions (6021-6099)
 7. Membership, Sports and Recreation Clubs (7997)
 8. Eating and Drinking Establishments (5812, 5813, excluding bottle clubs and drive-through restaurants). Indoor and Outdoor Eating and Drinking Establishments shall not exceed 20,000 square feet of the commercial square footage.
 9. Engineering, Accounting, Research, Management and Related Services (8711-8748)
 10. Kiosks and Movable Vending Carts on main pedestrian entryway and adjacent to commercial on west side of project.
 11. ~~Offices, general and professional~~
-

B. Accessory Uses and Structures.

1. Uses and structures that are accessory and incidental to the permitted uses.
2. Integral caretakers residence.
3. Temporary outdoor display of merchandise during business hours, provided no merchandise is visible from adjacent public road rights-of-way.
4. Amphitheater, including a covered performance platform on the waterfront promenade.
5. Boat docks as an accessory use to residential use.
6. Parking Structure - not to exceed three (3) levels or forty feet (40').

C. Prohibited Uses:

1. Hotels and Motels

2. The following are specifically prohibited as principal or accessory uses to said Marina:
 - a. Gas or fuel sales
 - b. Rental Boats
 - c. Charter Boats
 - d. Tour Boats originating at the Site
 - e. Boat Sales
 - f. Liveaboards as that term is defined by the Florida Department of Environmental Protection.

D. Public Access:

1. Recent events have evidenced a need and desire on the part of the City of Marco Island to have increased public access to the waterfront. Developer has responded to that need by provision of a linear boardwalk/promenade along the entire waterfront of the property which will be open to the public. The promenade will be a minimum of ten feet (10') in width.
2. Sidewalks will be provided as shown on the Master Development Plan, which will include the provision for public access to the linear boardwalk/promenade along Smokehouse Bay from the sidewalks adjacent to public rights of way.
3. A minimum of eight (8) boat slips in the marina shall be designated and made available for public docking.

SECTION III - DEVELOPMENT STANDARDS

A. Set-backs

All yards and setbacks shall be in relation to external property boundaries and there shall be no setbacks required for structures from internal property boundaries.

1. From public rights-of-way: 75 feet
2. From seawall on Smokehouse Bay: 25 feet

3. From abutting residential property: 85 feet

B. Off Street Parking:

1. Commercial: Parking shall be as required by the Land Development Code for shopping centers given the definitions contained herein.

2. Residential: One and one-half (1½) parking spaces per unit will be paved. Developer shall demonstrate the ability to provide an additional one-half (½) parking space per unit (either on-site or off-site) at the time of SDP approval, which parking will be provided at the request of the City of Marco Island.

3. To ensure there is sufficient parking for the uses in the project, one or more of the following solutions shall be in place prior to the final certificate of occupancy for commercial space:

a. That a third level with a minimum of fifty (50) spaces is added to the parking structure;

b. That an on-site parking management program be developed and implemented, utilizing valet parking and based on hours of operation of the various businesses;

c. That a minimum of forty (40) off-site parking spaces be secured for valet parking, employee parking, or both, during peak hours of operation; and/or

d. That 10,000 square feet of commercial space be closed between the hours of 7:00 p.m. and 7:00 a.m.

C. Height: Height shall be measured as provided in the Collier County Land Development Code as of the date of approval of this Development Agreement.

1. Commercial and Mixed Use Structures: 60 feet

2. Residential:

(a) Principal Structures: 65 feet

(b) Accessory Structures: 35 feet

D. Access:

1. Motor vehicle access to the Site shall be limited to the access points shown on the Master Development Plan.
 2. Developer shall provide compensating right-of-way for any required turn lanes at site accesses. Turn lanes and right-of-way are site impacts and not subject to impact fee credits.
- E. Signage: All signage shall be consistent with the provisions of Division 2.2.26.10 of the Marco Island Zoning Overlay District (MIZO) except as provided below:
1. Project Identification Sign: The property shall be permitted one (1) project identification sign not to exceed thirty-two (32) square feet. Architectural treatments consistent with building architecture on site, such as arches, columns, cupolas and other such treatments shall not be included within the thirty-two (32) square foot limitation.
 2. Ground Signs: Two ground signs shall be permitted at each entrance to the project. Each ground sign shall be limited to no more than fifty (50) square feet.
 3. Pole Signs: Pole signs shall be prohibited.
-
4. Directional Signs (Vehicle): Information or directional signs may be erected in accordance with a unified sign plan. Such signs may include the name and/or logo of the project, directional arrows, and up to three (3) lines of text. Vehicle information or directional signs shall not exceed eight (8) square feet.
 5. Directional Signs or Kiosks (Pedestrian): Information or directional signs and kiosks not visible from a public way shall be permitted in accordance with a unified sign plan.
 6. Wall Signs: A single wall sign shall be permitted for each frontage wall for each establishment.
 7. Under Canopy Signs: An under canopy sign shall be permitted for each frontage of each establishment.
 8. Projecting Signs: One (1) projecting sign shall be permitted for each frontage of each establishment.
 9. Awning Signs: One (1) awning sign shall be permitted for each frontage of each establishment, awning signs shall consist of letters no more than eight inches (8") in height stenciled on the vertical drip edge of an awning.

F. Boat Docks: The boat docks shall be constructed as floating concrete boat docks located as shown on the Master Development Plan, except that Plan may be altered to conform to permitting requirements of state or federal environmental agencies.

G. Definition: Gross Leasable Area (“GLA”)

Because of the unique nature of the proposed center, with open walkways, expansive common areas, and other features most closely representing a Mediterranean village center, it is important to define what constitutes GLA for purposes of the Development Agreement. This definition shall be used in place of the term “floor area”, where such term is used in the LDC. Gross Leasable Area shall be the sum of the gross horizontal areas of the several floors of a building or buildings measured from the interior faces of the exterior walls, excluding attic areas, enclosed or unenclosed stairs or fire escapes, elevator structures, cooling towers, areas devoted to air conditioning, ventilating or heating, or other building machinery and equipment, outdoor seating and walkways (even if covered), and enclosed common areas serving more than one business, such as bathrooms and other public areas.

H. Lighting

- ~~1. The project shall comply with the City of Marco Island’s Outdoor Lighting Ordinance.~~
2. Developer will develop a lighting plan for the parking lot, which will be subject to administrative approval during the Site Development Plan Process.
3. Developer shall be allowed to provide low level pedestrian lighting along promenade or linear boardwalk paralleling Smokehouse Bay.
4. Developer shall pay its fair share towards the cost of signalization of the intersection of Elkcam Circle and Collier Boulevard, when the Florida Department of Transportation determines that such a signal is warranted.
5. Developer shall provide arterial level street lighting at project accesses, as applicable. Lighting shall be operated and maintained by Developer. Lighting is a site impact and not subject to impact fee credits.
6. Lighting for the marina boat slips will be shielded so that it does not intrude on adjoining residential projects.

I. Landscaping

with the selected recipients to refine the type and amount of assistance appropriate. Throughout the course of the projects, the FCMP will continue to work with the recipients and local communities in an active partnership. Proposal applications must address one of the following coastal partnership initiative categories:

(a) Remarkable Coastal Places – The goal of this initiative is to help communities identify and officially designate areas with exceptional cultural, historical, or ecological values. This initiative will help local partners develop a suite of management tools tailored to resource and community characteristics. Projects may include efforts such as developing conservation plans, raising awareness of resource values, or establishing long-term administrative management structures.

(b) Community Stewardship – The ultimate goal of this initiative is to give Florida’s residents and visitors a sense of the value, wonder, and fragility of coastal resources and to encourage personal stewardship of those resources through citizen involvement. Stewardship projects are designed to encompass a broad range of activities, from dune and wetland revegetation projects and educational field trips to volunteer monitoring and waterfront clean-ups.

(c) Access to Coastal Resources – The goal of this initiative is to establish a partnership between the coastal management program and a community to promote public access while protecting coastal environments. The coastal management program will help communities to identify and improve public access points and to inform residents and visitors about the responsible use of valuable coastal resources.

(d) Working Waterfronts – The working waterfronts initiative is designed to assist communities that are preparing to apply for designation as “Waterfronts Florida” communities, or that are implementing waterfront revitalization plans, whether the community is designated or not. The goal of the working waterfronts initiative is to result in projects that enhance the traditional waterfront economy while addressing the issues of public access, resource protection, and hazard mitigation.

(4) Notice.

(a) To initiate a funding cycle, the Department shall publish a notice of the availability of funds in the Florida Administrative Weekly on or about August 1 and no later than at least thirty days prior to the deadline for receiving proposal applications. Applications for a funding cycle will not be accepted prior to the publication of the notice of availability of funds.

(b) In addition, the Department shall send a copy of the notice of availability of funds to the chair of the Board of County Commissioners in each of the 35 coastal counties and to the chair of the governing body of each eligible municipality within the coastal counties.

(5) Application Process. There is no specific application form. The proposal must conform to the following format:

(a) All applications must be submitted on 8 1/2" by 11" white paper. The maximum length of the application work plan is ten (10) single-sided or five (5) double-sided pages. Whenever possible, applicants are requested to provide double-sided copies on recycled paper. No binding (other than paper clips or staples), cover, or folder/notebook shall be used.

(b) Ten (10) signed copies of each application must be submitted. One copy of the application shall be marked “Original” and contain original signatures wherever signature is required. Reproductions of signed originals are authorized for the other nine (9) copies of the application. All copies shall be identical except that one copy includes original signatures.

(c) Title Page – Each application must include a Title Page. The Title Page does not count as one of the maximum 10 pages of the application work plan and is in addition to the 10 pages. All items listed below must be included and addressed in the Title Page. Each copy of the application shall have a title page which contains the following information:

1. Title of the application project.

2. Single initiative category in which application is submitted.

3. Name of applicant entity and name of applicant partner entity, if applicable, that has agreed to participate.

4. Name, title, phone and fax numbers, e-mail address (if available), and postal address of official contact during application and award procedures.

5. Name of proposed project manager.

6. The following Certification Statement:

“By signing this title page, the undersigned certifies that:

a. This application is in all respects fair and submitted in good faith without collusion or fraud;

b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to more specifically develop the project, including appropriate types and amounts of assistance that are mutually acceptable;

c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;

d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;

e. No federal funds will be used as match for funds awarded as a result of this application process;

f. The applicant local government’s adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.; and

g. The undersigned has full authority to bind the applicant.”

7. Signature and date. Include typewritten name and full title of signatory.

8. If applicant is a public or private college or university, regional planning council, or non-profit group, then a signature, typewritten name, full title, and date for the participating partner local government, national estuarine research reserve, or national estuary program must be included.

All landscaping shall be consistent with Division 2.4, Landscaping and Buffering of the LDC, except as provided below:

1. All minimum Code required trees shall be at least twelve feet (12') in height at the time of planting.
2. A minimum five feet (5') wide sidewalk shall be permitted within the side and waterfront landscape buffer areas.

J. Sidewalks

1. At such time as the City specifies minimum widths and is ready to implement a plan for bike paths and sidewalks on Collier Boulevard and Elkcam Circle adjacent to the Smokehouse Bay Site, Developer agrees to pay its fair share of any upgrades to meet the widths uniformly applied by the City. In the interim, sidewalks fronting (or within) Collier Boulevard and Elkcam Circle shall be a minimum of six feet (6') in width. Collier Boulevard improvements associated with applicable permit approvals from the Florida Department of Transportation are considered site impacts and are not subject to impact fee credits, unless specified herein.

- ~~2. Developer shall provide pedestrian sidewalks from Collier Boulevard and Elkcam Circle to the Promenade along Smokehouse Bay in order to provide public pedestrian access to the Promenade during all normal hours of operation of businesses on the Smokehouse Bay Site.~~

K. Public Projects

The Developer shall cooperate with the City of Marco Island in reasonable programs to beautify and provide pedestrian access around the Smokehouse Bridge; and agrees to grant reasonable easements to accomplish said programs.

L. Commercial Uses

Commercial uses in mixed use buildings shall be limited to the first floor, with the proviso that up to seven thousand (7,000) square feet may be located on the second floor of the mixed use buildings, subject to Site Development Plan approval as to location.

M. Residential Rentals

Residential units shall not be rented for time periods of less than seven (7) days.