

Notice of Joint Meeting and Agenda
Naples City Council
Collier County - Board of County Commissioners
City Council Chamber, 735 Eighth Street South, Naples, Florida

City of Naples
Mayor: Bill Barnett
Vice Mayor: John F. Sorey, III
City Council Members:
Doug Finlay, Teresa Lee Heitmann, Gary B. Price II, Sam J. Saad III, Margaret Sulick
City Attorney: Robert D. Pritt · City Clerk: Tara A. Norman · City Manager: A. William Moss

Collier County – Board of County Commissioners
Chairman: Fred W. Coyle
Vice Chairman: Jim Coletta
County Commissioners:
Donna Fiala, Georgia A. Hiller, Tom Henning
County Attorney: Jeffrey A. Klatzkow · County Manager: Leo E. Ochs, Jr.

Welcome to today's Meeting. If you wish to address City Council / Board of County Commissioners following the last item on the agenda, please complete a registration form at the rear of the room and place it in the Speaker Request Box located on the Council dais prior to discussion of that item. We ask that speakers limit their comments to 3 minutes and that large groups name a spokesperson whenever possible. Thank you for your interest and participation in local government.

Joint Meeting of the
City of Naples City Council and the
Collier County Board of County Commissioners
Wednesday, February 9, 2011
1:00 p.m.

Any information which is provided in advance of this meeting on items listed below may be inspected in the office of the City Clerk or on the City's web site www.naplesgov.com. All written, audio-visual and other materials presented to the City Council during this meeting will become the property of the City of Naples and will be retained by the City Clerk.

1. Roll Call
2. Set Agenda
3. Parks and Recreation
4. Boat Launch and Parking at the Naples Landing Park
5. Discussion Regarding the City's Proposal to Consider an Alternative U.S. 41 Route Designation via Golden Gate Parkway and Goodlette-Frank Road
6. Beach Renourishment

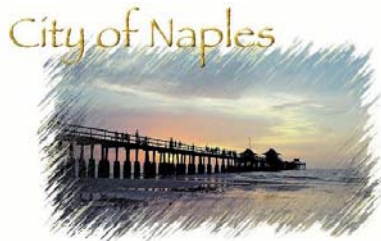
Public Comment

Adjourn

NOTICE

Formal action may be taken on any item discussed or added to this agenda. Any person who decides to appeal any decision made by the City Council with respect to any matter considered at

this meeting (or hearing) will need a record of the proceedings and may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be heard. Any person with a disability requiring auxiliary aids and services for this meeting may call the City Clerk's Office at 213-1015 with requests at least two business days before the meeting date.



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: February 9, 2011

Agenda Item: 3	Prepared By: David Lykins, Director Date: January 31, 2011 Department: Community Services
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SUBJECT:
 10-Year Funding Interlocal Parks and Recreation Programs – Beach Parking

BACKGROUND:
 In 2008, following concerns raised by the Naples City Council regarding use of City’s park facilities, recreation programs, and beach parking/public beach access by residents in the unincorporated area of Collier County, the Board of County Commissioners agreed to provide \$1.0 million annually to the City of Naples to help off-set related expenses. The amount provided was intended to be allocated for beach parking in the amount of \$500,000, and the balance allocated to Naples park facilities and recreation programs.

At that time, and each year thereafter, the Naples City Council, while appreciative of the funding support by Collier County, has maintained that the contribution does not off-set the cost to provide services to the residents of the unincorporated area of Collier County that represent a substantial majority of users. The Naples City Council respectfully requests additional financial support for parks, recreation and beach facilities and suggests that an additional \$700,000 would be a fair allocation.

In 2008, the Board of County Commissioners recognized the substantial participation by residents of the unincorporated area at the City’s park facilities, recreation programs, and special events. The Interlocal Agreement provides annual funding to the City for a period of ten years, intended to be equally divided between Naples Beach Parking and park facilities and recreation programs. The City agreed to allow the use of its park facilities and recreation programs to residents of unincorporated Collier County on the same terms, conditions and fees as those afforded to residents of the City. The Interlocal Agreement will expire on September 30, 2018 unless terminated by either party for any reason upon at least one-hundred and eighty (180) days notice.

Historically, the City of Naples requested funding support on an annual basis from Collier County for park, recreation, and beach facilities. Examples of projects that were provided partial financial support since 1997 include: Naples Landing Improvements; rebuilding of the Norris Center in Cambier Park; and Beach Access Improvements. The Board of County Commissioners offered financial support in recognition that the projects directly benefited residents of the unincorporated areas.

The 2008 Interlocal Agreement incorporates the previously established reciprocal beach parking program. The program provides that all residents of Collier County may obtain a beach parking sticker (City or County) to enable free parking at any County or City beach parking location, including the 1,048 beach parking spaces located within the City. A brief history of beach parking is as follows:

In 1987, the City and County entered into an Interlocal Agreement to finance a beach parking program. The initial agreement stipulated that Collier County would fund one-third of the program costs. Over the next 20 years, revisions were made to the agreement. Following the beach renourishment project in 2005-06, the Naples City Council agreed to accept a revised Collier County



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: **February 9, 2011**
Page Two

Agenda Item:

3

BACKGROUND (cont.):

Beach Parking Policy. The revised policy was prompted by the Florida Department of Environmental Protection which, in essence, required equal public access to the beach and uniform parking fees as a condition to beach renourishment authorization and funding. The governing bodies agreed to mutually recognize beach parking stickers issued by Collier County and the City to allow free parking for all property owners and a uniform beach parking sticker fee for non-property owners. Collier County staff sell beach parking stickers to non-property owners. These are recognized by the City for access to beach parking.

In 2003, the Board agreed to pay 82% of the net loss of the City's Beach Fund program. Collier County paid \$550,000 to Naples in the year prior to the adoption of the new 10-year Interlocal Agreement. As intended, funding provided by Collier County through the 2008 Interlocal Agreement is distributed to the City's Beach Fund in the amount of \$500,000, and \$500,000 is allocated to the City's General Fund (the funding source for the City's park facilities, recreation programs and special events).

The Naples City Council continues to maintain that the funding support offered by Collier County for park facilities, recreation programs, and special events is not sufficient to off-set the costs associated with the services that are of primary benefit to residents of the unincorporated area.

Recreation programs are offered at Cambier Park, Fleischmann Park, the Naples Preserve, River Park and Anthony Park. City parks annually host in excess of 360 classes, 165 camps, 80 theatrical/musical productions, 50 outdoor concerts, 300 facility rentals, 60 youth and adult athletic programs and 3,200 skate park memberships. Many activities are provided without cost to participants. User fees or paid registrations cover a small portion of the costs or services with the majority of park operations and activities supported and funded through General Fund revenues. Facility participation based on registrations in 2009 demonstrated the following.

- **Fleischmann Park**
 - City Resident 1674 23%
 - Non Resident 5719 77%
- **Norris Center**
 - City Resident 784 18%
 - Non Resident 3695 82%
- **River/Anthony Park**
 - City Resident 1593 60%
 - Non Resident 1042 40%

The attached PowerPoint provides additional information regarding participation and funding of the City's park and recreation programs.

Reviewed by Department Director
David Lykins

Reviewed by Finance
N/A

Reviewed by City Manager
A. William Moss

City Council Action:

INTERLOCAL AGREEMENT BETWEEN
COLLIER COUNTY AND THE CITY OF NAPLES
REGARDING PARKS AND RECREATION

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 18th day of November, 2008, by and between Collier County, Florida ("County") and the City of Naples, Florida ("City").

RECITALS:

WHEREAS, residents from the unincorporated areas of Collier County currently enjoy recreating within facilities owned and operated by the City of Naples, including but not limited to, Fleischman Park and beach areas and related parking areas within the City of Naples; and

WHEREAS, the parties have over the years entered into separate interlocal agreements concerning the City's Parks and Recreational areas, including but not limited to an Interlocal Agreement for City-County Beach Parking, recorded at OR Book 3563, Pg 1889, which agreement expired September 8, 2008; and

WHEREAS, Collier County and the City wish to enter into a long term agreement which would allow residents from unincorporated Collier County to use and enjoy all of the City's Parks, Recreational facilities and Recreational Programs, on the same basis as those afforded to City residents; and

WHEREAS, the City is willing to allow the use of all of its Parks, Recreational Facilities and Recreational Programs to residents of unincorporated Collier County on the same terms and conditions as those afforded to residents of the City in exchange for an annual payment by the County in the sum of \$1,000,000, as adjusted in the manner set forth below.

WITNESSETH:

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

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

Retn: 4235850 OR: 4409 PG: 3951
CLERK TO THE BOARD RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL
INTEROFFICE 4TH FLOOR 11/26/2008 at 10:43AM DWIGHT E. BROCK, CLERK
BIT 8406 REC FEB 27.00

2. This Agreement shall become effective as of October 1, 2008, and, unless otherwise modified by written agreement, will end September 30, 2018. After the third year, either party may terminate this Agreement by written notice to the other, at least 180 days prior to the end of each fiscal year.

3. County residents shall be afforded the same rights and privileges as those granted to City residents to utilize all City Parks, Recreational facilities, and Recreational Programs, and shall pay the same fees and have access to the same parking as City residents.

4. With respect to beach access:

A. The City and the County hereby continue their established reciprocal beach parking program whereby all residents of Collier County may obtain a beach parking sticker valid for free parking at any County or City beach parking location.

B. The City will operate a beach patrol and maintenance program within the City to provide for beach and beach parking regulation enforcement, beach and beach parking cleanup, and beach and beach parking maintenance.

C. For the term of this Agreement the City agrees to provide at least 1048 parking spaces located at street beach ends or City Beach Parks that will be available for vehicles of County residents with valid beach parking stickers. These spaces may be metered, restricted for permit parking, or handicapped parking spaces as determined by the City. All spaces regardless of designation will be made equally available at no cost to City and County residents.

5. The first and second year payments (FY 2009 and FY 2010) to the City shall be \$1,000,000 (one million dollars) for each fiscal year. Commencing October 1, 2010, and each fiscal year thereafter, this payment will be adjusted, upward or downward, by multiplying the \$1,000,000 base payment by an adjustment factor. The adjustment factor will be the ratio of ad valorem taxes paid to the County's General Fund by property owners located within the City in the fiscal year just ended, divided by the ratio of ad valorem taxes paid to the County's General Fund by property owners located within the City during the fiscal year ending September 30, 2008.

6. A \$500,000 payment due shall be paid to the City not later than March 31 of each fiscal year. The remainder of the annual payment shall be paid not later than September 30 of

each fiscal year; this remainder payment shall be computed using the ratio identified in Section 5 above.

7. All notices required under this Agreement shall be directed to the following offices:

For the County: Office of the County Manager
3301 East Tamiami Trail
Naples, Florida 34112

For the City: Office of the City Manager
735 Eighth Street South
Naples, Florida 34102

8. With respect to the subject matter herein, this Agreement is the entire agreement between the parties, superseding all previous oral and written representations, understandings, and agreements between the parties. This Agreement can only be changed by a writing signed by both parties. The County shall record this Agreement at its sole cost in the Public Records of Collier County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

Tara A. Norman
Tara A. Norman, City Clerk

CITY OF NAPLES

By: *Bill Barnett*
BILL BARNETT, MAYOR

ATTEST:

DWIGHT E. BROCK, Clerk

By: *Dwight E. Brock*
Deputy Clerk
Attest as to Chairman's
signature on

BOARD OF COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Tom Henning*
TOM HENNING, CHAIRMAN

Date _____

Approved as to form
and legal sufficiency:

Jeffrey A. Blatzkow
Jeffrey A. Blatzkow
County Attorney

Date *11/13/08*

Approved as to form and
legal sufficiency:

Robert D. Pritt
Robert D. Pritt, City Attorney

16921
Pulled
approved
10M

EXECUTIVE SUMMARY

Recommendation that the Board of County Commissioners approves and authorizes the Chairman to sign the Interlocal Agreement between Collier County and the City of Naples Regarding Parks and Recreation in the sum of \$1,000,000 per annum

Objective: To continue to provide free parking to all County residents at beach areas and related parking sites within the City of Naples as well as provide the use of all of the City of Naples' Parks, Recreational Facilities and Recreational Programs to residents of unincorporated Collier County on the same terms and conditions as those afforded to residents of the City of Naples.

Considerations: Since 1987 the City of Naples and Collier County have maintained an interlocal agreement under which all residents of Collier County may obtain beach parking stickers valid for free parking at any County or City beach designated parking location.

On April 22, 2008, the Board of County Commissioners directed staff to develop an interlocal agreement between the City of Naples and Collier County for a \$1M payment for ten years to provide for county use of City Parks and Recreation amenities.

On July 22, 2008, the Board of County Commissioners approved an agreement between the City of Naples and Collier County for a \$1M payment for ten years for county use of City Parks and Recreation amenities.

On October 15, 2008, the City of Naples Council ratified the agreement; however, they have requested the following alterations to the original agreement.

1. The Agreement shall become effective as of October 1, 2008, and unless otherwise modified by written agreement will end September 30, 2018. After the third year, either party may terminate this Agreement by written notice to the other, at least 180 days prior to the end of each fiscal year.
2. The first and second year payments (FY 2009 and FY 2010) to the City shall be \$1,000,000 (one million dollars) for each fiscal year. Commencing October 1, 2010, and each fiscal year thereafter, this payment will be adjusted, upward or downward, by multiplying the \$1,000,000 base payment by an adjustment factor. The adjustment factor will be the ratio of ad valorem taxes paid to the County's General Fund by property owners located within the City in the fiscal year just ended, divided by the ratio of ad valorem taxes paid to the County's General Fund by property owners located within the City during the fiscal year ending September 30, 2008.

Legal Consideration: The proposed Interlocal Agreement is legally sufficient for Board of County Commissioners' consideration and to take action.

Fiscal Impact: Funds are budgeted in FY 2009 with \$500,000 being budgeted in Parks and Recreation General Fund 001 and the remaining \$500,000 are budgeted in other G & A MSTD General Fund 111.

Growth Management Impact: This action furthers the directive of Policy 1.3.2 of the Recreation and Open Space Element of the Growth Management Plan: "Continue to ensure that access to beaches, shores, and waterways remains available to the public."

Recommendation: Recommendation that the Board of County Commissioners approve and authorize the Chairman to sign the Interlocal Agreement between Collier County and the City of Naples Regarding Parks and Recreation for reciprocal beach parking and equal rights and privileges to all City facilities and recreation programs for an annual payment by the County in the sum of \$1,000,000.

Prepared by: Barry Williams, Director, Parks and Recreation Department

PROGRAM PARTICIPATION

- **Fleischmann Park Participation***
 - City Resident 1674 23%
 - Non Resident 5719 77%
- **Norris Center Participation***
 - City Resident 784 18%
 - Non Resident 3695 82%
- **River/Anthony Park Participation***
 - City Resident 1593 60%
 - Non Resident 1042 40%

*Based on 2009 registrations

SAMPLE 2010 PARTICIPATION

- **Summer Camp Programs at Fleischmann Park**
 - City Resident 771 41%
 - Non Resident 1129 59%
- **After School Program at Fleischmann Park**
 - City Resident 20 53%
 - Non Resident 18 47%
- **Naples Gators Football at Fleischmann Park**
 - City Resident 22 11%
 - Non Resident 171 89%
- **Naples Girls Softball at Cambier Park**
 - City Resident 15 12%
 - Non Resident 116 88%

FLEISCHMANN PARTICIPATION

- **Averaged Annual Participation:**

	<u>Resident</u>	<u>Non-Resident</u>
2001	11,334 (21%)	69,182 (79%)
2002	17,802 (20%)	86,544 (80%)
2003	19,843 (20%)	95,748 (80%)
2004	21,824 (20%)	106,968 (80%)
2005	24,312 (20%)	123,847 (80%)
2006*	3,395 (27%)	9,301 (73%)
2007*	3,387 (21%)	12,680 (79%)
2008*	1,811 (22%)	6,362 (78%)
2009*	1,674 (23%)	5,719 (77%)

*2006-2009 **Does Not** include major special events/art shows and reflects only class registrations entered into the RecWare registration system.

RECREATION BUDGET

2010-11 General Fund Operation Budget

	<u>Expense</u>	<u>Revenue*</u>	<u>Percent of Cost</u>
Fleischmann Park	\$1,209,500	\$402,000	33%
Norris Center	\$ 398,964	\$181,000	45%
River/Anthony Park	\$ 546,457	\$ 88,600	16%

*Revenues do **not** include Collier County \$500,000 annual payment toward county-resident use.

RECREATION BUDGET

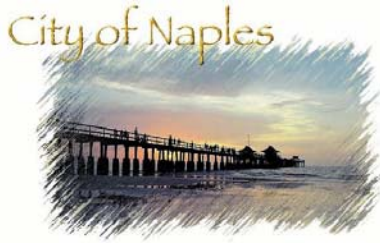
Fiscal Year:	08/09	09/10	10/11
	Actual	Actual	Projected
Expenses:			
Fleischmann	\$1,275,729	\$1,204,092	\$1,209,500
Norris Center	\$ 428,105	\$ 376,479	\$ 398,964
River/Anthony Park	\$ 558,421	\$ 558,514	\$ 546,457
TOTAL	\$2,262,255	\$2,139,085	\$2,154,921
Revenues:			
Fleischmann	\$ 503,612	\$ 528,029	\$ 402,000
Norris Center	\$ 212,723	\$ 213,022	\$ 181,000
River/Anthony Park	\$ 96,704	\$ 91,507	\$ 88,600
*Collier County	\$ 500,000	\$ 500,000	\$ 500,000
TOTAL	\$1,313,039	\$1,332,558	\$1,171,600
Percent of Cost	58%	62%	54%
*Revenues include Collier County \$500,000 annual payment. 14 of 54			



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: February 9, 2011

Agenda Item: 4	Prepared By: Roger Reinke, Assistant City Manager Date: February 1, 2011 Department: City Manager
SUBJECT: Boat Launch and Parking at Naples Landing Park.	
BACKGROUND: The City of Naples acquired the property now known as Naples Landing Park in 1967 for park and recreation purposes. The acquisition was funded by a combination of City funding and a grant from the United States Department of Housing and Urban Development. In 1979 the property was substantially improved with the addition of a boat ramp, public restroom facilities, parking facilities, picnic facilities and landscaping. In 1995 improvements were made to the park facilities. Funding for these improvements included a grant from the Florida Department of Environment Protection (Resolution 95-7601) and funding assistance from Collier County (Resolution 95-7497). The funding from Collier County was pursuant to an Interlocal Agreement for refurbishment of the boat ramps and improvements to park facilities. In 2000 the City and Collier County entered into an Interlocal Agreement (Resolution 00-8793) providing in part for funding assistance from Collier County for "refurbishment of Naples Landing Park." The agreement deems the useful life of the improvements at Naples Landing Park to be 20 years and provides the following: "The City shall not assess an additional admission fee, user fee, etc., to County residents during the life of the project." Current City fees are identical for all users. In 2004 additional improvements were funded by the City for sidewalks and to improve accessibility for persons with disabilities. In addition to the amenities mentioned above, Naples Landing currently includes a children's playground, Naples Sailing Center facilities, and provides waterfront access to marine contractors. City funds provide for all maintenance, including repairs, landscaping, cleaning, etc. There are currently 37 metered parking spaces available for vehicles with trailers. The user may pay the meter or park using the City of Naples trailer parking permit. There are 14 unmetered parking spaces for car parking, 2 handicapped spaces and 2 government official spaces. All spaces and permits are available for payment of the appropriate fee without regards to residency (City or County). In 2009, City Council approved Resolution 09-12471 increasing trailer parking permit fees at Naples Landing from \$ 60 to \$120 per year, effectively providing unlimited usage for \$10 per month.	
CURRENT FEES <i>City of Naples</i> – annual permit - \$ 120.00, recreational or commercial meters - \$ 1.50/hour	
In 2010, 154 City permits were issued.	



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: February 9, 2011
Page Two

Agenda Item:

4

BACKGROUND (cont.):

Collier County – Recreational permits are \$ 75.00 per year

Commercial permits are:

1. \$ 100 per year, plus \$ 8.00 per launch
2. \$ 500 per year, unlimited launches

Daily launches - \$ 8.00

Collier County operates at least 5 boat launching facilities:

- Bayview Park
- Cocohatchee River Park
- Caxambas Park
- Collier Boulevard Boating Park
- Lake Trafford

Reviewed by Department Director
Roger Reinke

Reviewed by Finance
n/a

Reviewed by City Manager
A. William Moss

City Council Action:

Agenda Item 5-e
Meeting of 3/1/00

RESOLUTION 00-8793

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, BETWEEN THE COLLIER COUNTY BOARD OF COMMISSIONERS AND THE CITY OF NAPLES FOR THE NAPLES BEACH ACCESS IMPROVEMENTS PROJECT AND THE NAPLES LANDING PARK IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Collier County Board of Commission has approved funding for the Naples Beach Access Improvements Project and the Naples Landing Park Improvements Project; and

WHEREAS, the City of Naples is prepared to implement these improvements as part of the City's 2000 CIP; and

WHEREAS, the City Manager is recommending that the City Council approve an Interlocal Agreement with the Collier County Board of Commissioners to accept funding;

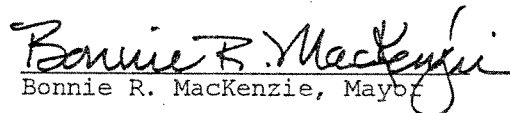
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. That the Mayor and City Clerk are hereby authorized to execute an Interlocal Agreement for Fund Sharing, in substantially the form attached hereto, between the Collier County Board of Commissioners and the City of Naples for the Naples Beach Access Improvements Project and the Naples Landing Park Improvements Project.

Section 2. That the City Clerk is hereby directed to record the Interlocal Agreement in the Public Records of Collier County, Florida.

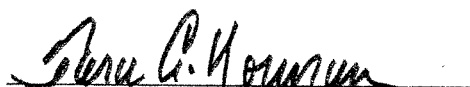
Section 3. This resolution shall take effect immediately upon adoption.


PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA THIS 1ST OF MARCH, 2000.


Bonnie R. MacKenzie, Mayor

Attest:

Approved as to form and legality:


Tara A. Norman, City Clerk
M:\REF\COUNCIL\RES\00-8793


Kenneth B. Cuyler, City Attorney

**INTERLOCAL AGREEMENT FOR FUND SHARING:
NAPLES BEACH ACCESS IMPROVEMENTS PROJECT
AND NAPLES LANDING PARK IMPROVEMENTS PROJECT**

THIS INTERLOCAL AGREEMENT, BY AND BETWEEN Collier County, (hereinafter referred to as the "County"); and the City of Naples, (hereinafter referred to as the "City");

WITNESSETH

WHEREAS, the Board of County Commissioners for Collier County has approved funding assistance to the City of Naples for the Naples Beach Access Improvements Project; and

WHEREAS, this funding was approved in the 2000 fiscal budget for Collier County;

NOW, THEREFORE, in consideration of the covenants contained herein, the County and the City hereby agrees as follows:

Section 1. The County shall pay fifty percent (50%) funding of the costs of the Naples Beach Access Improvements Phase II Project, payable as reimbursement to the City and not to exceed twenty-five thousand dollars (\$25,000). The City shall submit the invoices to the County for said project by September 30, 2000.

Section 2. Improvements to the Naples Beach Access Improvements Phase II Project are deemed to have a useful life of ten (10) years. In the event that the current Beach Parking Interlocal Agreement between the City and the County dated November 5, 1998 is not renewed whereby it then has a term of ten years following the time of completion of the Naples Beach Access Improvements Phase II Project, or is otherwise renewed on terms acceptable to the County and the City, the City shall refund to the County, upon written demand, the useful life remainder value of the Naples Beach Access Improvements Phase II Project. Refund shall be based on ten (10) year straight line depreciation with no residual value.

Section 3. The County will pay up to eighteen thousand dollars (\$18,000) for phase IV refurbishment of the Naples Landing Park, payable as reimbursements to the City. The City shall submit the invoices to the County for said project by September 30, 2000.

Section 4. Improvements to the Naples Landing Park are deemed to have a useful life of twenty (20) years. The City shall not assess an additional admission fee, user fee, etc., to County residents during the life of the project. In the event that this stipulation is violated, the City shall refund to the County the useful life remainder value of the Naples Landing Park's improvements. Refund shall be based on twenty (20) year straight line depreciation with no residual value.

Section 5. This Agreement may be signed in counterparts by the parties hereto. This Agreement shall take effect on the last day of execution by the last party to execute same.

Section 6. This Agreement shall be recorded by the County in the Official Records of Collier County within thirty (30) days after this Agreement is fully executed.

DATE: _____

ATTEST
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

BY: _____

BY: _____
BARBARA B. BERRY, CHAIRMAN

Approved as to form and
Legal sufficiency:

Thomas C. Palmer
Assistant County Attorney

ATTEST:
TARA NORMAN, CITY CLERK

CITY OF NAPLES, A FLORIDA
MUNICIPAL CORPORATION

Tara C. Norman

BY: Bonnie R. Mackenzie
BONNIE R. MACKENZIE, MAYOR

DATE: 3/13/2000

Approved as to form and
Legal sufficiency:

Kenneth B. Cuyler
Kenneth B. Cuyler
City Attorney



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: February 9, 2011

Agenda Item: 5	Prepared By: Roger Reinke, Assistant City Manager Date: February 1, 2011 Department: City Manager
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SUBJECT:
Discussion regarding the City's proposal to consider an alternative U.S. 41 route designation via Golden Gate Parkway and Goodlette-Frank Road.

BACKGROUND:
Since the expansion of U.S. 41 to a six-lane highway, the road has acted as a barrier to connectivity in Downtown Naples, separating the 10th Street corridor from the remainder of Downtown and Old Naples. The purpose of redesignating the route of U.S. 41 is not to change the flow of traffic. The purpose is to gain local control of the roadway to improve connectivity and guide the land use potential in the 10th Street corridor, an area with significant undeveloped private property.

Prior to the expansion of U.S. 41 (from four lanes to six lanes) by the Florida Department of Transportation (FDOT), Naples City Council passed three separate resolutions in 1974, 1976 and 1977 opposing the expansion.

The original 1994 Community Redevelopment Plan recognized U.S. 41 acted as a “barrier to the free flow of east/west traffic” and was “difficult for pedestrians and bicyclists to cross”. The Plan indicates the CRA should explore “the feasibility of the relocation of U.S. 41.”

Council Member Sulick (CRA Chairman and MPO Vice-Chairwoman) has been involved in discussions with Florida Department of Transportation officials and staff on potential opportunities to improve connectivity within the Old Naples area. This includes improving the connection between the 10th Street corridor and the remainder of Old Naples.

Studies of the U.S. 41 corridor, and discussions with representatives from the Florida Department of Transportation and Collier County staff, indicate that changes to U.S. 41 may be feasible at this time. Continuing this initiative will require an analysis of the roles and responsibilities of the various agencies and jurisdictions involved.

On December 13, 2010, City staff and Jon Sewell, Vice President of Kimley Horn and Associates, Inc., presented a potential implementation strategy to improve connectivity along the U.S. 41 corridor to support and complement land use possibilities and spur development in the corridor by redesignating the roadway thru downtown Naples. Following the presentation, there was consensus on City Council to proceed with a “fatal flaw” study.

On December 20, 2010, the concept was presented to the Community Redevelopment Agency Advisory Board. The Board endorsed the idea and recommended the City proceed with the “fatal flaw” study by a vote of 6-0.

On January 19, 2011 City Council approved a resolution appropriating funds to complete the “fatal



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: **February 9, 2011**
Page Two

Agenda Item:

5


BACKGROUND (cont.):

flaw” study. It is anticipated that the study will be substantially complete in approximately 60 days. The “fatal flaw” study will address the following (additional detail provided by attachment):

- Task 1 – Transportation Corridor Evaluation and Strategy Development
- Task 2 – Transportation Model and Corridor Route Evaluation
- Task 3 – CRA Benefit – Cost of Operations and Maintenance Analysis
- Task 4 – Implementation Plan
- Task 5 – Final Report Recommendations
- Task 6 – Meetings (MPO, FDOT, Collier County)
- Task 7 – Public Involvement

Reviewed by Department Director
Roger Reinke

Reviewed by Finance
N/A

Reviewed by City Manager
A. William Moss 

City Council Action:

RESOLUTION NO. 2795

A RESOLUTION REITERATING AND REAFFIRMING THE CITY COUNCIL'S OPPOSITION TO THE SIX-LANING OF U.S. 41 WITHIN THE CORPORATE LIMITS OF NAPLES AND URGING THAT MEASURES BE TAKEN TO IMPLEMENT AND ESTABLISH U.S. 41 AROUND THE CITY OF NAPLES AS THE PRIMARY ROUTE AND THAT THE PRESENT U. S. 41 BE DESIGNATED AS AN ALTERNATE WITHIN THE CITY.

WHEREAS, by Resolution No. 2067, adopted July 17, 1974, the City Council expressed its opposition to the six-laning of U.S. 41 within the corporate limits of Naples and urged that measures be taken to implement and establish U.S. 41 around the City of Naples as the primary route and that the present U. S. 41 be designated as an alternate within the City; and

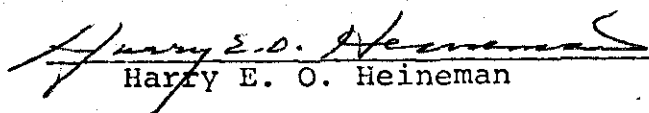
WHEREAS, it is the desire of this Council that the position taken in said Resolution be reiterated; and

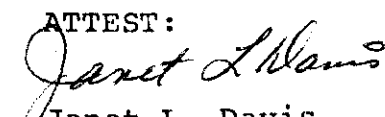
WHEREAS, on September 9, 1977, a communication was forwarded by the City Manager to Mr. William Fowler, District Engineer for the Department of Transportation, encompassing nine recommendations involving the upgrading of facilities and safety factors on U. S. 41;

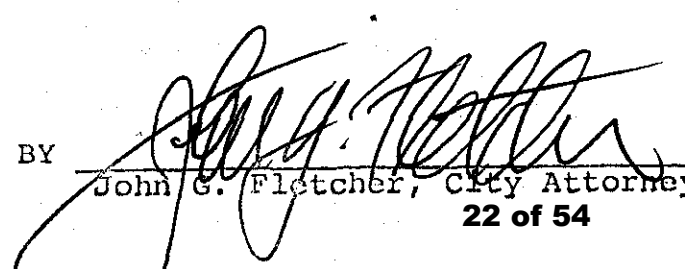
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

- SECTION 1. That this Council's opposition to the six-laning of U. S. 41 within the corporate limits of Naples, as contained in Resolution No. 2067, attached hereto and made a part of this Resolution, is hereby reiterated and reaffirmed.
- SECTION 2. That the Department of Transportation is urged to implement and establish U.S. 41 around the City of Naples as the primary route and that the present U.S. 41 be designated as an alternate within the City of Naples.
- SECTION 3. That consideration be given to the communication forwarded by the City Manager to Mr. William Fowler, District Engineer for the Department of Transportation, outlining nine recommendations involving the upgrading of facilities and safety factors on U.S. 41, a copy of which is attached hereto.
- SECTION 4. That copies of this Resolution be furnished to proper officials of the Department of Transportation.
- SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 19th DAY OF OCTOBER, 1977.


Harry E. O. Heineman Mayor

ATTEST:

Janet L. Davis
City Clerk

APPROVED AS TO FORM AND LEGALITY BY 
John G. Fletcher, City Attorney
22 of 54

A RESOLUTION OF THE CITY COUNCIL OBJECTING TO THE DEPARTMENT OF TRANSPORTATION SIX-LANING U.S. 41; AND DIRECTING THAT COPIES OF THIS RESOLUTION SHALL BE FORWARDED TO THE GOVERNOR OF THE STATE OF FLORIDA, THE LEGISLATIVE DELEGATION FOR COLLIER COUNTY AND THE DEPARTMENT OF TRANSPORTATION.

WHEREAS, the State of Florida Manual of Uniform Standards for Design, Construction and Maintenance of public streets, roads and highways provides a minimum lane width of 12 feet for major or minor arterials and thru travel lanes; and

WHEREAS, said Manual further provides that the "designer should continuously use his initiative and ability to provide a consistent design of superior safety characteristics"; and

WHEREAS, the Department of Transportation has indicated its intent to begin restriping and six-laning U.S. 41 on September 1, 1976, making two of the lanes 12 feet in width and the remaining four lanes only 11 feet in width; and

WHEREAS, it is the consensus of this Council that six-laning U.S. 41 in the City of Naples would create safety hazards, would substantially reduce the utility of this artery by local citizenry, and that the 11 foot lanes would be contrary to the minimum standards set forth in said Manual;

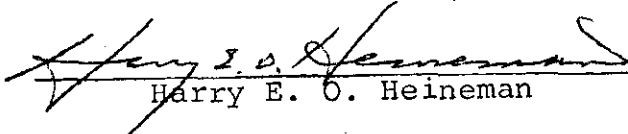
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Naples, Florida:

SECTION 1. That this Council hereby opposes the six-laning of U. S. 41.

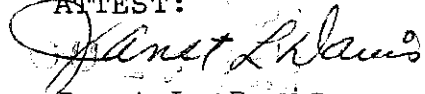
SECTION 2. That the Mayor is hereby directed to forward copies of this Resolution to the Governor of the State of Florida, the Collier County Legislative Delegation and the Department of Transportation.

SECTION 3. This Resolution shall take effect immediately upon adoption.

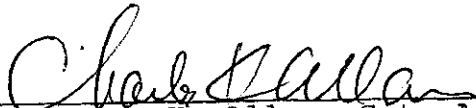
PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 21 DAY OF JULY, 1976.


 Harry E. O. Heineman Mayor

ATTEST:


 Janet L. Davis
 City Clerk

APPROVED AS TO FORM AND LEGALITY BY


 Charles K. Allan, City Attorney

RESOLUTION NO. 2067

A RESOLUTION OF THE CITY COUNCIL ACCEPTING AND ADOPTING THE RECOMMENDATION OF THE PLANNING ADVISORY BOARD OF THE CITY OF NAPLES THAT U.S. 41 NOT BE SIX-LANED WITHIN THE CORPORATE LIMITS; THAT THE PARKING ON U.S. 41 NOT BE REMOVED; THAT A STUDY BE MADE WITH A VIEW TO REDUCING THE SPEED LIMIT WITHIN THE CITY AND THAT MEASURES BE TAKEN TO IMPLEMENT AND ESTABLISH U.S. 41 AROUND THE CITY OF NAPLES AT THE EARLIEST POSSIBLE TIME; FURTHER DIRECTING THAT COPIES OF THIS RESOLUTION AND THE RESOLUTION OF THE PLANNING ADVISORY BOARD BE FORWARDED TO PROPER OFFICIALS OF THE DEPARTMENT OF TRANSPORTATION.

WHEREAS, on June 19, 1974, the City Council requested the Planning Advisory Board to study the matter of six-laning U.S. 41 within the corporate limits of the City of Naples and make a recommendation to Council relative thereto; and

WHEREAS, by Resolution adopted July 10, 1974, the Planning Advisory Board recommended that U.S. 41 not be six-laned within the corporate limits; that the parking on U.S. 41 not be removed; that a study be made with a view to reducing the speed limit within the City; and that measures be taken to implement and establish a bypass around the City of Naples; and

WHEREAS, it is the desire of this Council to accept and adopt said recommendation of the Planning Advisory Board;

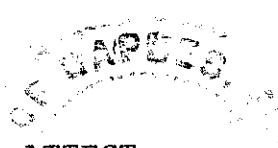
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Naples, Florida:

SECTION 1. That the recommendation of the Planning Advisory Board that U.S. 41 not be six-laned within the corporate limits; that the parking on U.S. 41 not be removed; that a study be made with a view to reducing the speed limit within the City; and that measures be taken to implement and establish U.S. 41 around the City of Naples as the primary route and that the present U.S. 41 be designated as an alternate within the City, is hereby accepted and adopted.

SECTION 2. That copies of this Resolution and the Resolution of the Planning Advisory Board be furnished to proper officials of the Department of Transportation and other appropriate officials.

SECTION 3. This Resoluiton shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 17th DAY OF JULY, 1974.



Harry E. O. Heineman Mayor
Harry E. O. Heineman

ATTEST:
Janet L. Davis
Janet L. Davis
City Clerk

APPROVED AS TO FORM AND LEGALITY BY Charles K. Allan
Charles K. Allan, City Attorney



Kimley-Horn
and Associates, Inc.

January 4, 2011

■
1725 Hermitage Blvd.
Tallahassee, Florida
32308

Mr. Ron Wallace, Director of Construction Management
City of Naples
295 Riverside Circle
Naples, Florida 34102

Re: Downtown CRA Implementation and Transportation Strategy
Development Services

Dear Mr. Wallace:

Kimley-Horn and Associates, Inc. (“KHA” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Naples, Florida (“the Client”) for providing Downtown CRA Implementation and Transportation Strategy Development Services. Our scope of services, schedule, and fee are below.

Project Understanding

The City of Naples is in the process of evaluating the option to move the designation of the US 41 highway corridor to a location that best serves the City’s goals and the desire of the CRA to fully implement its redevelopment plan. As early as 1994, the CRA identified the US 41 corridor through the City of Naples as being an impediment to cohesively developing the urban core. In the City of Naples CRA Redevelopment Plan, 1994, it was noted that the US 41 corridor represented a visual and physical barrier to pedestrians, local traffic and development. One of the existing CRA Redevelopment Plan goals is to continue its streetscape plans to the east side of US 41. This initiative would help achieve this goal, but the current six-lane configuration, the volume of traffic and traffic speeds are an impediment to this. This project will analyze both the positive and negative factors involved in moving the designation of this corridor to a more desirable location for the City. It is generally thought that, at this time, the Goodlette-Frank Road corridor may be a better location for the US designation to be located. This initiative will require an analysis of the policy and traffic operational issues involved, the roles and responsibilities of the various jurisdictions and agencies that will need to be coordinated with, and the steps that will need to be initiated by the City’s leaders and the CRA Board. The project’s tasks, schedule and deliverables are listed below.

■
TEL 850 553 3500
FAX 850 309 0055



Scope of Services

Task 1 – Transportation Corridor Evaluation and Strategy Development

The Consultant will develop a corridor route based on input from the Client and on existing traffic and land use data. The corridor route will be developed to provide an alternative route for the State designated roadway. The purpose of this re-designation will be to improve the livability and economic viability of the Naples downtown area. The corridor route will be within the general study area of US 41 from Goodlette-Frank Road to Golden Gate Parkway.

Task 2 – Transportation Model and Corridor Route Evaluation

The Consultant will update the most current MPO model with current population data for the City of Naples. This will be coordinated with the most recent MPO LRTP data. Based on the updated MPO model, the Consultant will run the model for the existing condition to establish a baseline condition. The model will then be run for the developed route in Task 1. The output data of the run will be the basis to compare and analyze the operational characteristics of the route. The Consultant will also identify level of service (LOS) deficiencies, if any, that there may be with the route. Based on the model runs, the Consultant will analyze the LOS and operational characteristics of the study area intersections. The analysis will include consideration of the current hurricane evacuation plan for the area. The study area intersections will be analyzed with and without the proposed corridor route changes and for current (2010) and ten-year planning horizon year. The study area intersections are identified as the following:

- US 41/Golden Gate Parkway
- Golden Gate Parkway/Goodlette-Frank Road
- US 41/5th Avenue South at Four Corners
- US 41/Goodlette-Frank Road
- Two additional intersections to be determined later

Task 3 – CRA Benefit-Cost of Operations and Maintenance Analysis

Through the possible transfer of jurisdiction or ownership and through agreements for operating responsibility and maintenance, there may be changes in costs (positive or negative) to the City of Naples. For the Task 1 route, the Consultant will evaluate the cost implication from an operations and maintenance perspective. The Consultant will complete this based on costs that are provided from existing data sources and FDOT estimates for operating and maintenance costs from their generalized tables. The existing agreements for operations or maintenance will be documented based on available information as provided by the Client. This task will include a discussion and analysis of the various alternative methods for providing maintenance to the existing infrastructure with the goal of minimizing any fiscal impacts to the City. The current schedule of capital improvements will be noted in this summary to document the infrastructure maintenance including resurfacing, stormwater, or other similar projects. In addition, it is also anticipated that there would be positive impacts to the land uses in the Naples downtown area from the changes in US 41 alignment. This will be analyzed to allow for a comparison between the possible costs and



the positive benefits within the CRA area. This estimate will be developed based on the existing land use potential including underutilized and vacant properties in the affected area and the corresponding ad valorem increases that would result in a higher tax increment financing (TIF) capability of the CRA. The increase in TIF could be used to fund a portion of the improvements that would be needed to implement the CRA Redevelopment Plan.

Task 4 – Implementation Plan

For the study corridor route, the Consultant will generally outline the steps that will need to be taken to implement the plan based on the analysis of traffic operations characteristics of the study area, including at the intersections. It is expected that some level of improvements will be needed. These improvements will be documented along with their corresponding opinions of probable costs, and may be used to further evaluate operations. In addition, the Consultant will also recommend the general steps that should be taken to meet with the appropriate public agencies in order to gain support for the final recommendations. These may include the FDOT, Collier County, the Collier County MPO, MPO advisory groups, etc. A general discussion will be included that describes the roles and responsibilities of each of these entities in the implementation process. The Consultant will develop a funding strategy that considers possible funding sources and strategies. These strategies will be developed to consider grants or possible participation from FDOT or the MPO. Consideration of how the CRA could leverage its existing or anticipated TIF funding to increase the options for funding from grants.

Task 5 - Final Report Recommendations

Based on the above tasks, the Consultant will document the final recommendation to summarize the data and analysis and policy level steps that will need to be taken to implement the Plan. This will include the recommended steps to be taken and the roles and responsibilities of the various entities that will be involved.

Task 6 – Meetings

To facilitate the implementation of this project, the Consultant will attend up to three meetings in the Naples area to meet with the Client or agencies such as FDOT, the MPO or the County. These meetings will be anticipated to communicate the technical analysis in support of the City staff and elected officials who will take the leadership role in the discussions with the outside entities. The Consultant will also prepare a brief summary, or talking points, of the final report that can be used by the Client in the discussions with agencies and other jurisdictions.

Task 7 – Public Involvement

The Consultant will conduct up to six stakeholder interviews and one public meeting in the City of Naples to gather input related to the concepts described in the above tasks. The Consultant will provide a summary of this input in the final report. The stakeholder interviews and the public meeting will be held on the



same day. The Client will be responsible for scheduling and securing the meeting space.

Deliverables: The Consultant will provide a draft and final report for review by the Client. The Consultant will provide 15 hard copies and one electronic of the Final Report.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings
- Written reports not described above
- Intersection design
- Additional analysis not described above
- Signing and marking plans
- Roadway design
- Streetscape design
- Bicycle and pedestrian facility design

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by KHA during the project, including but not limited to the following:

- The Client will provide the Consultant with PM Peak Hour Intersection Turning Movement Counts for the above described study area intersections. The turning movement counts should be collected during the peak season or in early December of 2010.
- Any roadway operations and maintenance agreements with either FDOT or Collier County for any of the study area roadways as listed above.
- Latest adopted version of the City/CRA Budget.

Schedule

The Consultant will require 30 to 60 days to complete the Task 1 through 5 and Task 7 activities up to the point of submitting the draft report as described in Task 5. The above schedule will begin at the time the Consultant receives the completed traffic counts from the Client.



Fee and Billing

KHA will perform the services in Tasks 1- 7 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task	Budget
Task 1 – Transportation Corridor Evaluation and Strategy Development	\$3,800
Task 2 – Transportation Model and Corridor Route Evaluation	\$17,200
Task 3 – CRA Benefit-Cost of Operations and Maintenance Analysis	\$6,300
Task 4 – Implementation Plan	\$4,800
Task 5 - Final Report Recommendations	\$4,500
Task 6 – Meetings	\$6,500
Task 7 – Public Involvement	\$6,700
Total	\$49,800

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the City of Naples, Florida.

KHA, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

____ Please email all invoices to _____@_____.

____ Please email invoices to _____@_____ AND provide a hard copy to the address listed above (please note below if it should be to someone else’s attention or an alternative address).

____ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to someone else’s attention or an alternative address).

77

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees



and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jon Sewell, AICP
Vice President

Attachment – Standard Provisions

**The City of Naples, Florida
A Municipality**

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Federal ID Number						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner	<input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

Naples Downtown Connectivity

CRA Implementation
And
Downtown Connectivity

Strategy

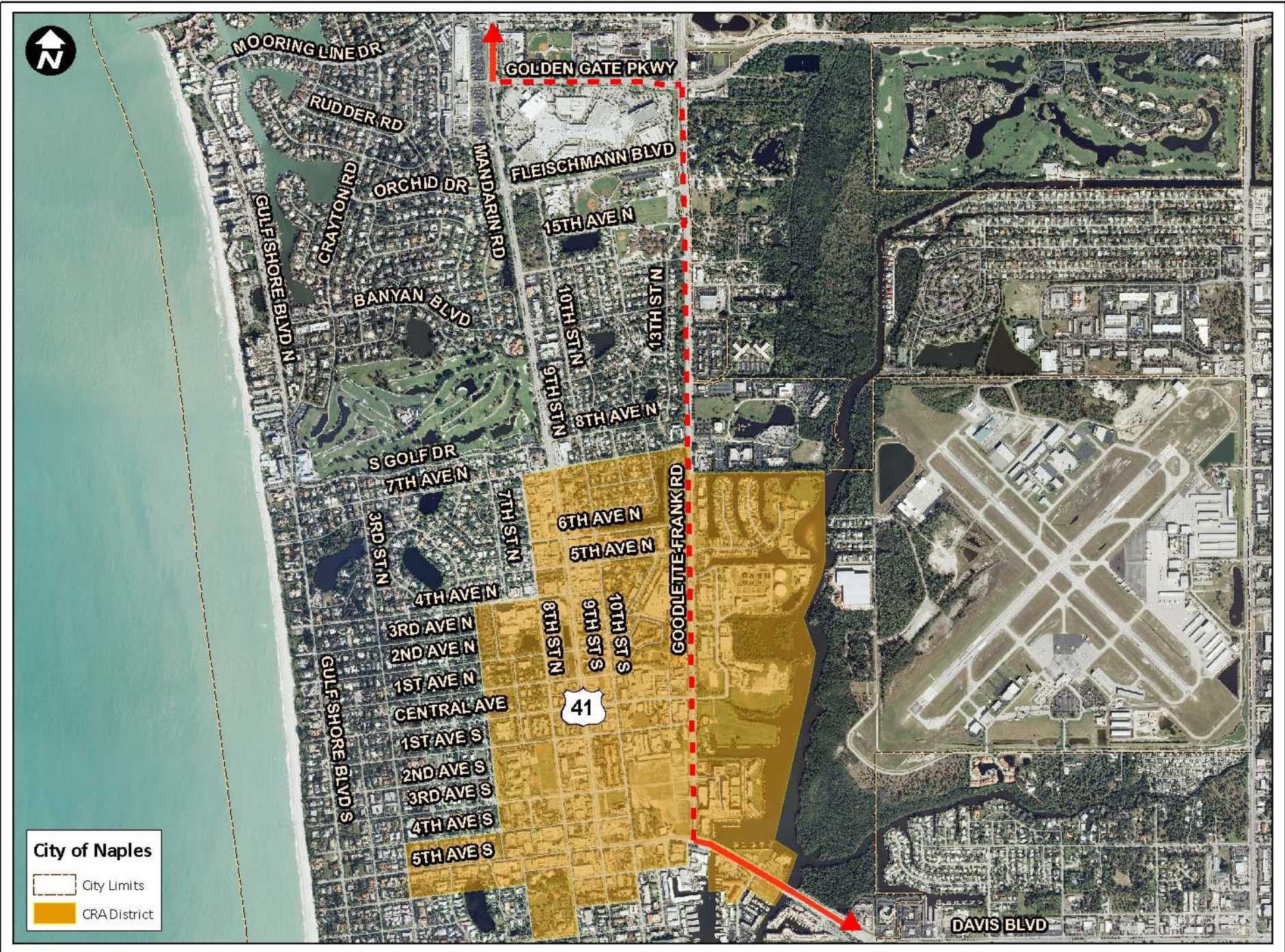
- Re-designate the transportation network to support existing land use demands
- Bring two sides of City together
- Improve all transportation modes' access and circulation
- Consistent with the 1994 CRA Redevelopment Plan
- Will allow for better design continuity

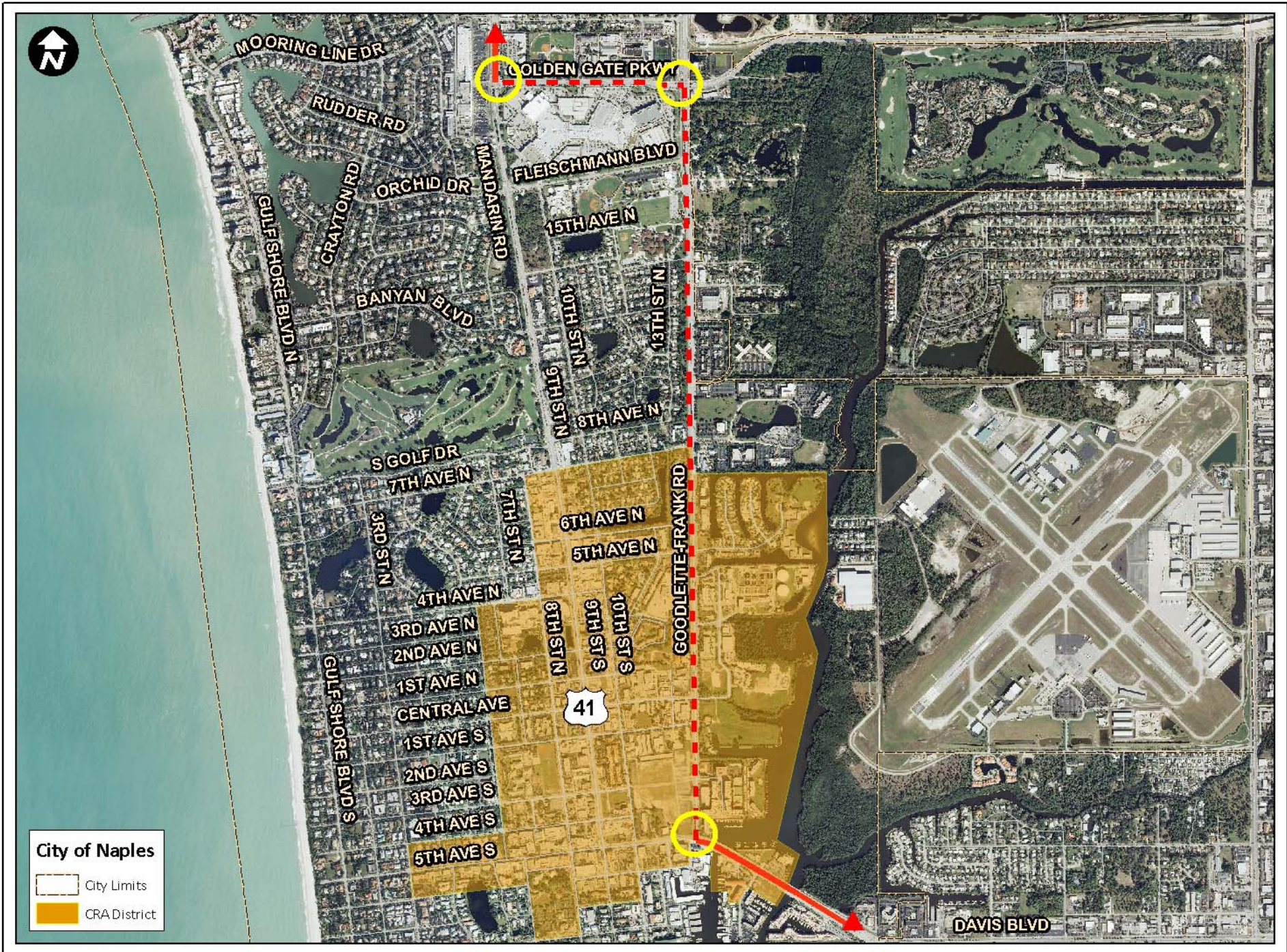


How This Can Occur

- State shifts responsibility from 9th Street South to Goodlette-Frank Road
- County gives up responsibility for Goodlette-Frank Road
- City takes ownership of 9th Street South
- Operational Improvements at intersections





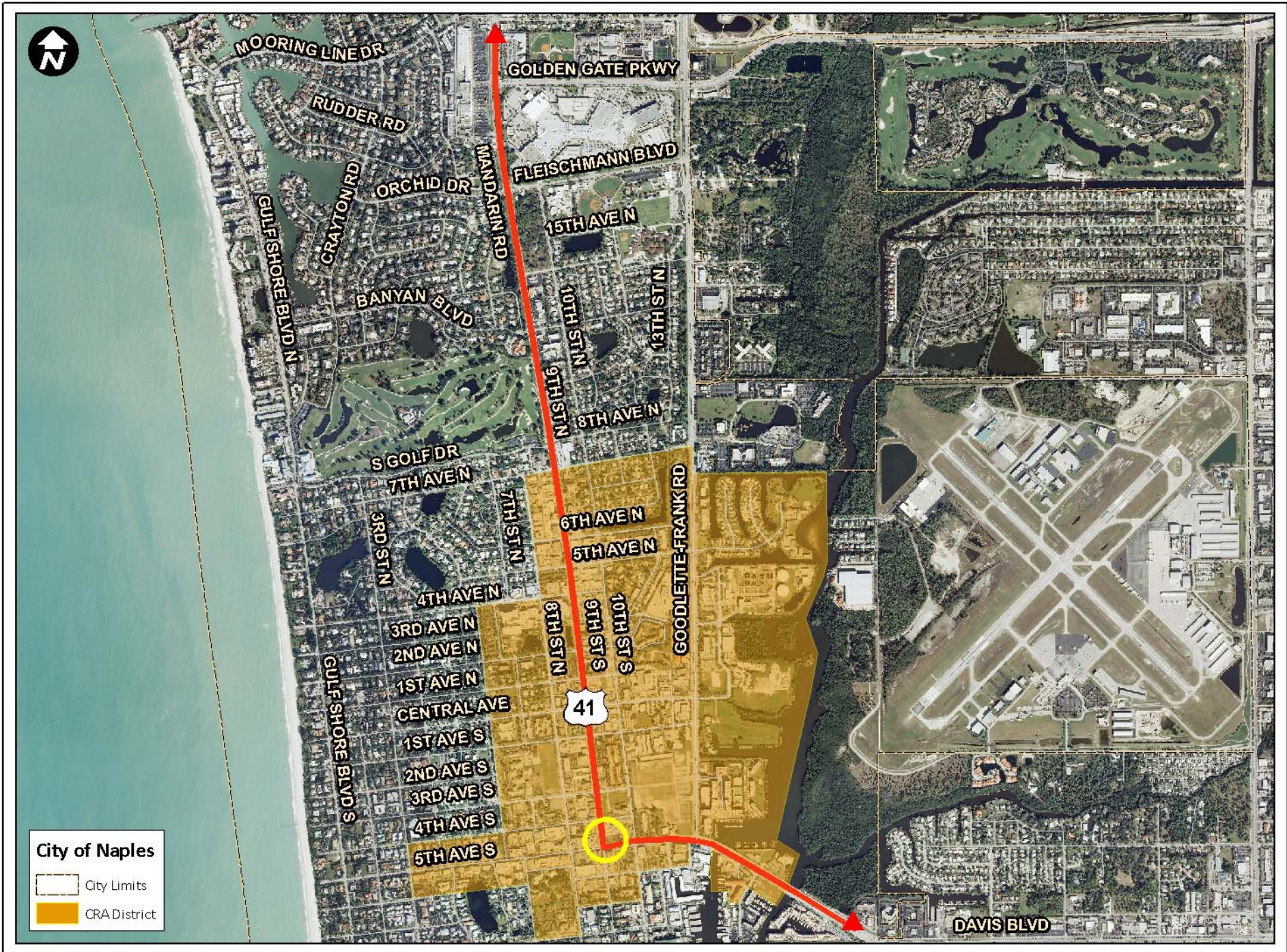


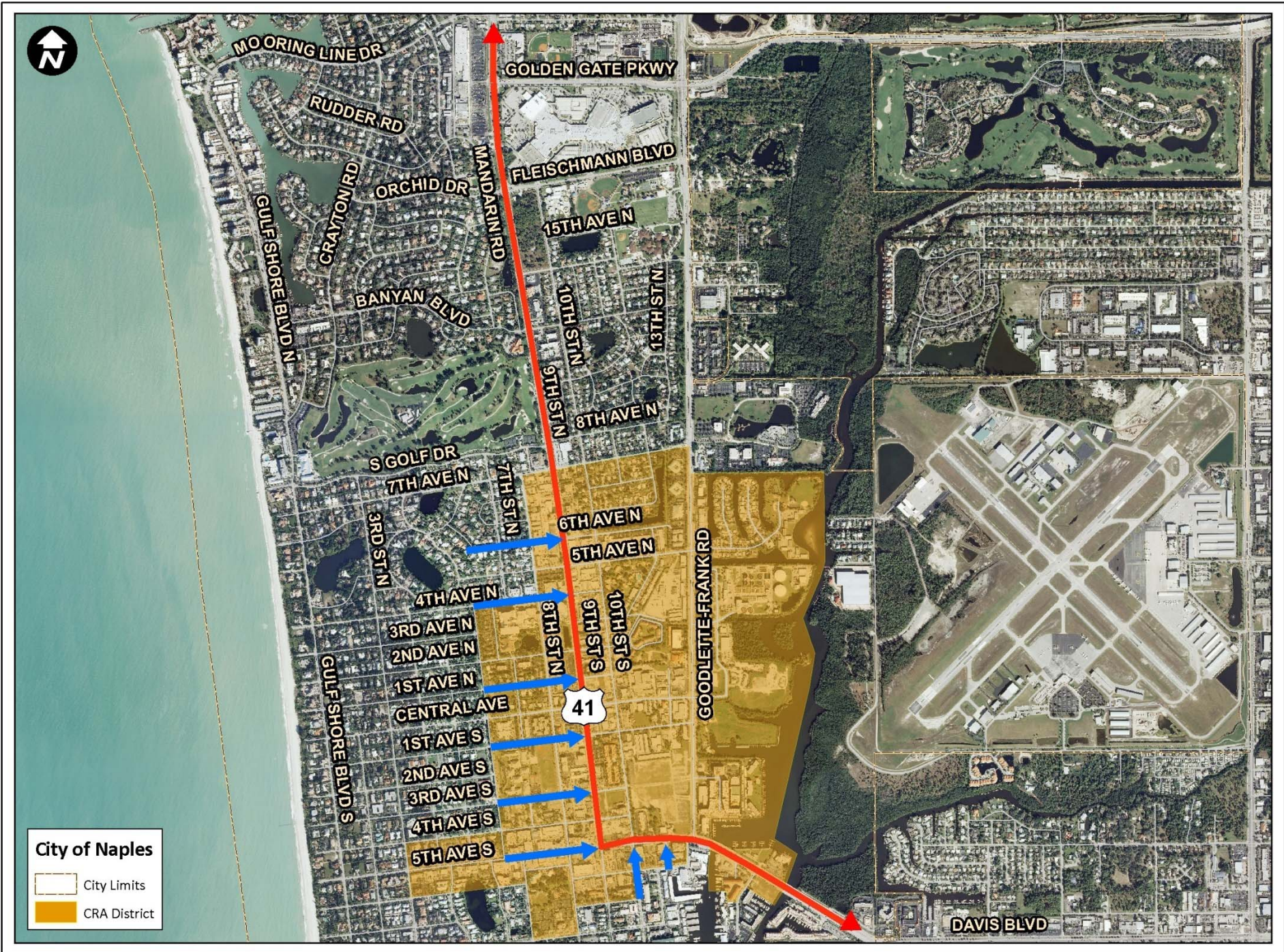
Benefits

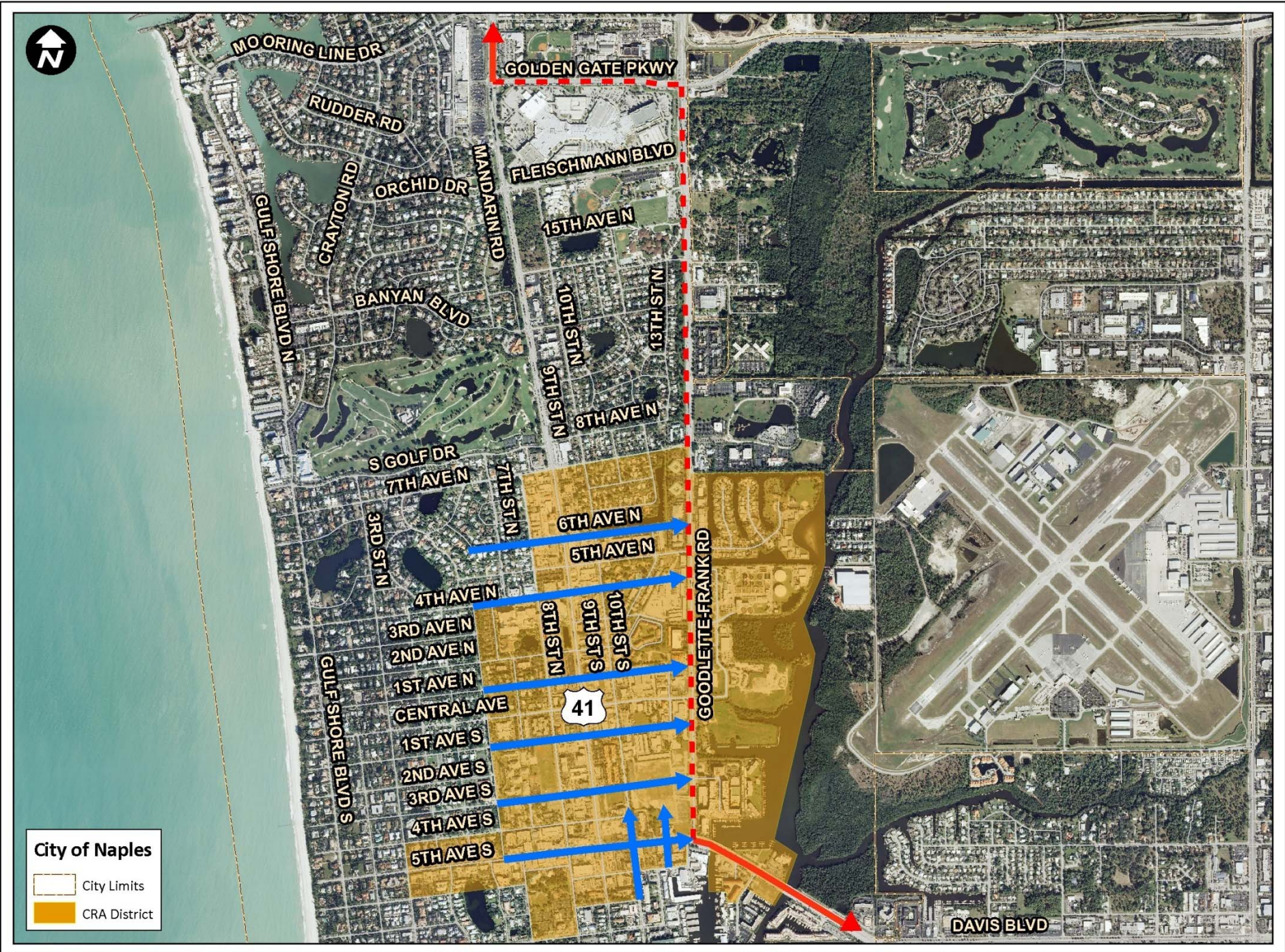
- Allows for “Tamiami Trail” to serve as Main Street with gateways
- Addresses intersection at 5th Avenue South and 9th Street South
- Reduces County’s financial liability
- Facilitates the expansion of Downtown Naples and CRA objectives
- Resolves infrastructure conflicts (utilities, pedestrian facilities, parking)

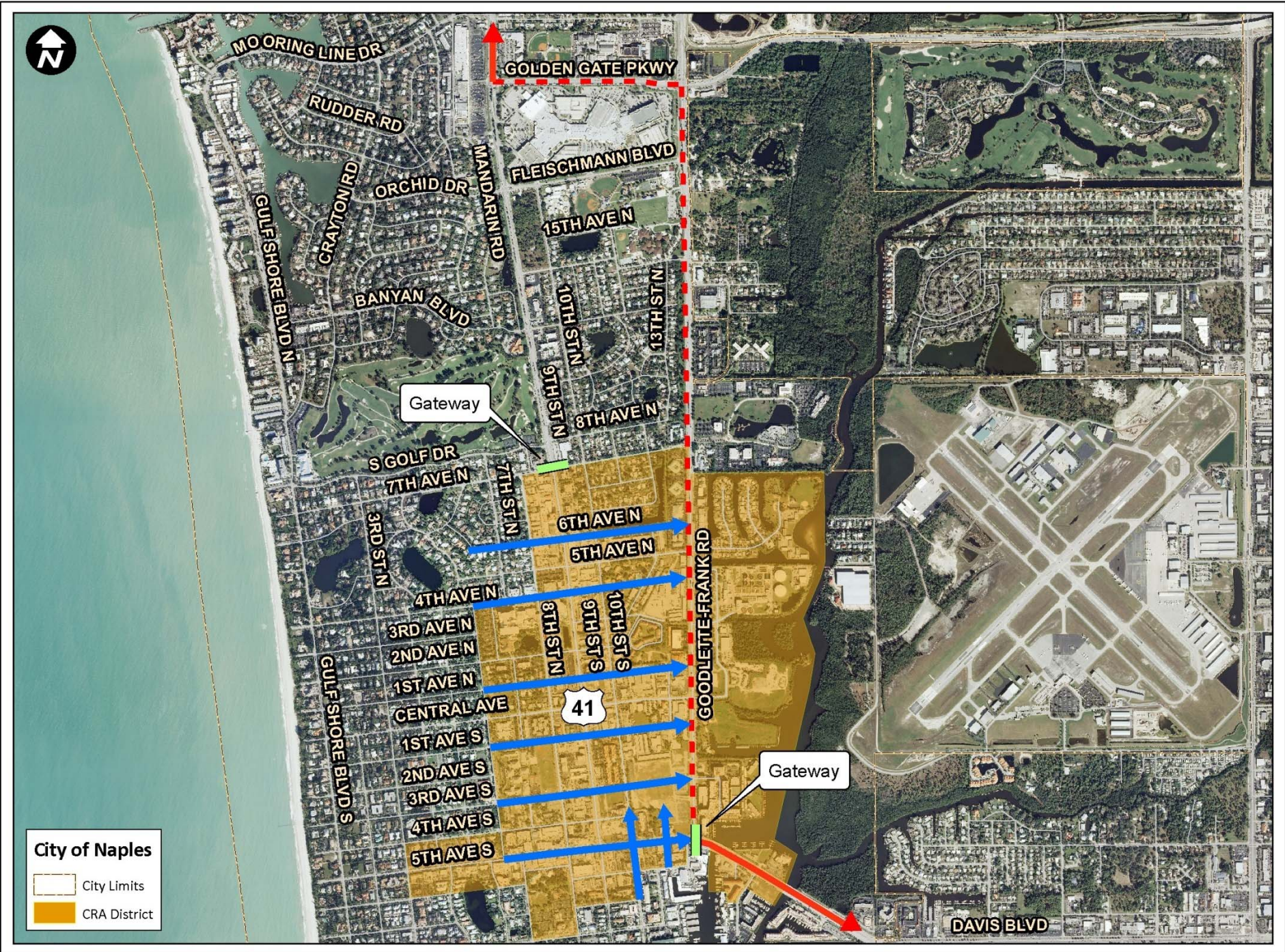
Benefits cont.

- Improves community character
- Highly supportive strategy for businesses







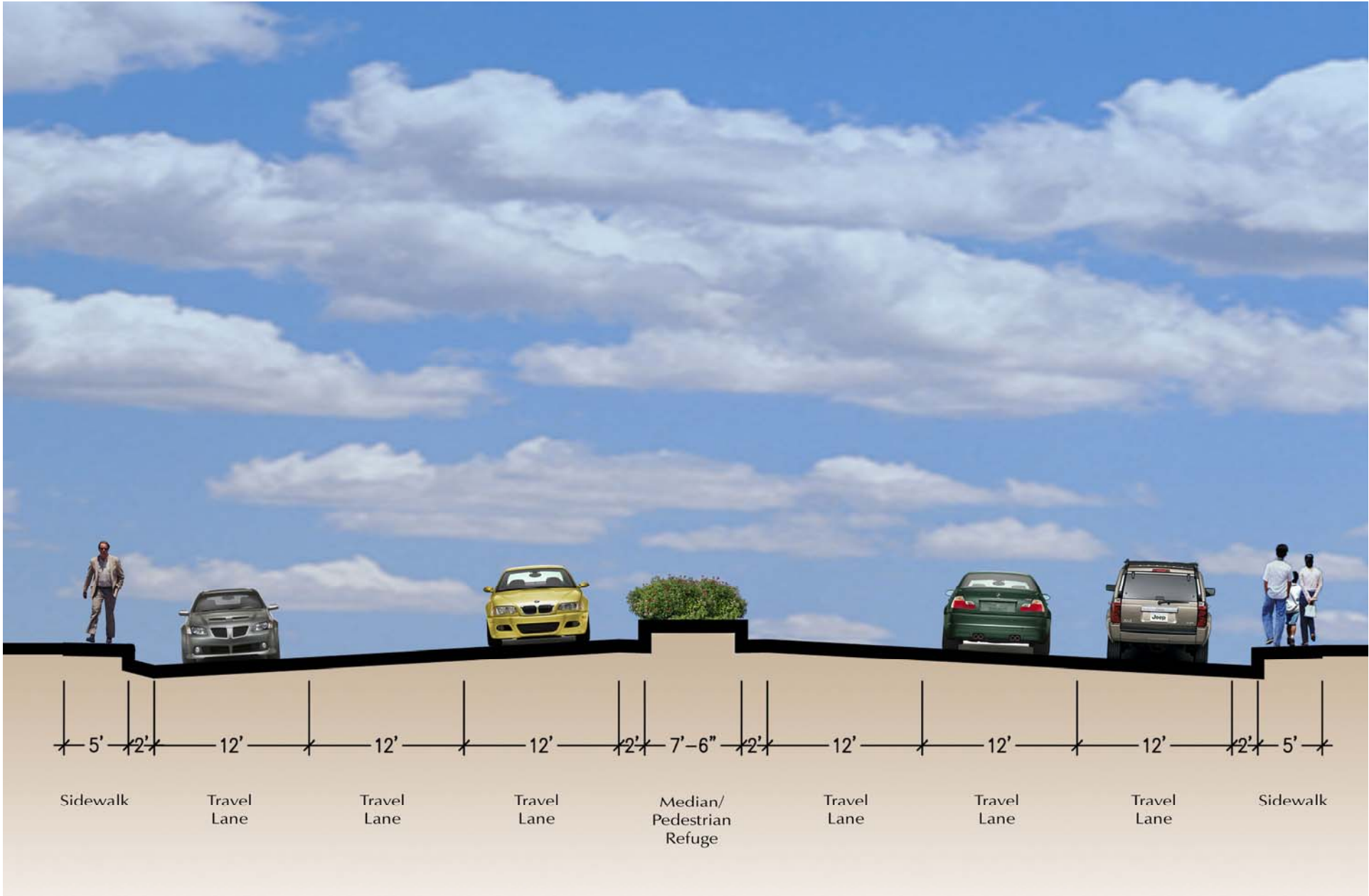


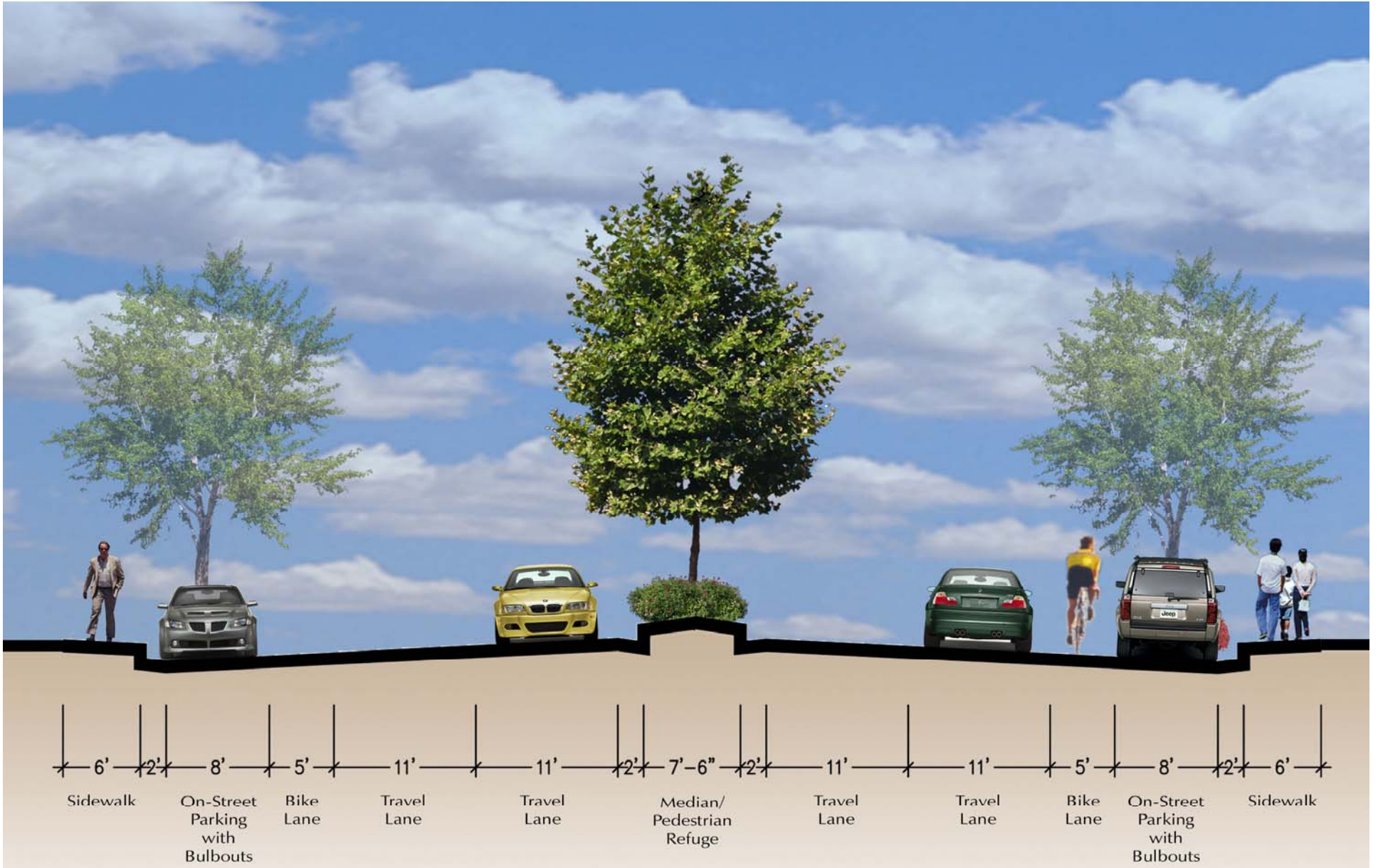
City of Naples

- City Limits
- CRA District

Implementation

- Extend downtown streetscape design further on 5th Ave S.
- Add landscaping and on-street parking along 9th Ave S. from 5th Ave S. to 7th Ave N.
- Design and install gateway feature on 5th Avenue S. near Goodlette-Frank Road
- Design and install gateway feature on 9th Street S. near 7th Ave N.
- Future Streetscaping of 9th Ave. S.





Scope Tasks

- Transportation corridor evaluation and strategy development
 - Identify transportation operation issues
 - Feasibility involves FDOT/Collier County/City of Naples partnership
- Transportation model and corridor alternative evaluation
- CRA benefit-cost of operations and maintenance analysis
 - Identification of economic impacts
- Implementation plan and recommendations

Project Goal

- Develop a cohesive community with potential for re-development with improved character, value and sense of community as originally proposed in the City's Comprehensive Plan, the CRA Redevelopment Plan and the recently completed Connectivity Study



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: **February 9, 2011**

Agenda Item: 6	Prepared By: Mike Bauer, Natural Resources Manager Date: January 24, 2011 Department: City Manager
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SUBJECT:
Beach Renourishment

BACKGROUND:

In the winter, sand generally moves along the shoreline of the Gulf of Mexico from north to south. When it reaches a jetty or groin, this flow is interrupted, and sand is either deposited or removed (usually offshore or into passes). Often, sand builds up on the north side of a jetty protecting a pass, and beaches on the south side of a pass are starved of sand. Over time, there is an overall movement of beach sand offshore and to the south.

The first renourishment of the City's beaches occurred in the mid-1990's and was done to extend the width of the upland beach area. At that time, the thought was that the beaches would have to be renourished on a 10-year cycle, and in 2006, the beach was again renourished by collecting beach-compatible sand from an offshore area and placing it along the shoreline. The project was designed to provide additional storm protection for beachfront properties as well as to enhance the recreational and aesthetic characteristics of the beach. The design width was 100 feet on Naples beach and 75 feet on the Park Shore beach.

In 2006, most of the sand was placed on land owned by the State of Florida, seaward of the erosion control line. The land located above the erosion control line is either City right-of-way or owned by the upland beachfront property owners. Thus, in order to place sand landward of the erosion control line in the latter situation, the City obtained temporary construction easements from each beachfront property owner. The easement covered only the area of the property seaward of the seawall or beach vegetation line. This allowed the County's contractors to place sand on the area between the erosion control line and the leading face of the vegetated dune or seawall. It did not grant any access to (or over) the improved portions of the property.

Beach quality sand was transported by ocean dredge from a site in the Gulf south and west of Sanibel Island to a location approximately three miles from shore. From there it was piped to a distribution point on the beach. The process started at Vanderbilt Beach and proceeded southward to approximately 19th Avenue South.

After the sand was deposited, sea oats were planted to help hold the sand in place and form dunes. As a result, dunes have built up behind the beach, providing more protection for landward structures and improving the beach and dune ecosystem.

The renourishment was a County-driven process with a County project manager. Using Tourist Development Tax dollars, the County hired engineers and a dredging company to carry out the work – at a cost of \$25 million. The Florida Department of Environmental Protection limits the placement



AGENDA MEMORANDUM
JOINT MEETING
NAPLES CITY COUNCIL
COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Joint Meeting Date: **February 9, 2011**
Page Two

Agenda Item:

6

BACKGROUND (cont.):


of sand on a basis of public access and a designation of the beach as being critically eroded, which is why the southern end of the Naples beach does not get renourished.

Considerations:

- At the current time, due to accelerated sand loss from increased fronts and storms, it appears that the 10-year cycle will have to be shortened to an 8-year cycle.
- Engineered solutions are required to reduce sand losses and reduce the need for renourishment in terms of both time cycles and amounts of sand. .
- The cross section of the beach profile will be studied in an effort to make the beach higher and wider.
- Work has to be done outside of sea turtle nesting season and during tourist season.
- The cost of renourishment will undoubtedly rise.
- Beach quality sand will become increasingly harder to locate and competition for that sand will intensify.
- The south end of the Naples beach is extremely narrow in spots but is outside the limits for TDC funding for renourishment.
- Construction easements must be obtained from beachfront residents prior to commencing work. The 2006 easement agreement is being modified to make it permanent instead of having a 20-year limit.

Reviewed by Department Director
Roger Reinke

Reviewed by Finance
N/A

Reviewed by City Manager
A. William Moss 

City Council Action: