

52 MINUTES OF THE REGULAR MEETING OF THE NAPLES CITY COUNCIL HELD IN THE COUNCIL CHAMBERS,
NAPLES, FLORIDA, WEDNESDAY, DECEMBER 5, 1979, AT 9:00 A.M.

Present: James F. McGrath
Vice-Mayor

C. C. Holland
Wade H. Schroeder
Randolph I. Thornton
Edward A. Twerdahl
Kenneth A. Wood
Councilmen

Absent: R. B. Anderson
Mayor

Also present: George M. Patterson, City Manager
David W. Rynders, City Attorney
Edward Smith, Assistant to the City Manager
Janet Cason, City Clerk
Cliff Gordon, Building Supervisor
Randy Davis, Parks & Recreation Director
Norris Ijams, Fire Chief
Gary Young, Police Chief
John McCord, City Engineer
David Dampier, Assistant Chief of Police
Mark Wiltsie, Purchasing Supervisor
Franklin Jones, Finance Director
Roger Barry, Community Development Director

Father Thomas Goggin, St. Ann Catholic Church
Harold Yegge
W. W. Gilman
Mrs. Marlo Weiss
Tom Provenzano
Charles Rhoades
Mr. & Mrs. Richard Grant
Ray Link
Chris Anderson
Joan Seely Foutz
William Shearston
David Tackney
Harry Heinemann
John Madajewski

Optimist Club
Youth in Government
Program:

William Brandt, Sponsor
Heather Nagel
Lisa Sealock
Kelly Ruff
Karen Gray
Angela Dean
Andy Marvell
Kim Nelson
Holly Hurst
Kim Church
Tom Cleary
Steve Fricke
Charles LaVay
Stu McDonald

News Media: Al Truesdell, Naples Star
 Allen Bartlett, Fort Myers News Press
 Jerry Arnold, WRGI
 Paul Stanford, TV-9
 Gary Baranik, Naples Daily News
 Tom Lowe, WBBH-TV

Other interested citizens and visitors.

Vice-Mayor McGrath called the meeting to order at 9:00 a.m.; whereupon Father Thomas Goggin of St. Ann Catholic Church gave the invocation followed by the Pledge of Allegiance to the Flag.

AGENDA ITEM 3. Introduction of Naples High School students elected by their classmates to City Council seats and to serve as various City department heads in the Optimist Club's Youth in Government Program.

Vice-Mayor McGrath noted the absence of Mayor Anderson due to a court case and he then read the Proclamation regarding Youth Appreciation Week (Attachment #1) in full. He introduced the Naples High School students who were selected as counterparts for the City officials and invited them to join the Council members and participate in the balance of the meeting.

AGENDA ITEM 4. APPROVAL OF MINUTES

Vice-Mayor McGrath called the Council's attention to the minutes of the Regular Meeting of November 21, 1979; whereupon Mr. Thornton moved approval of the minutes as presented, seconded by Mr. Twerdahl and carried on roll call vote, 6-0.

AGENDA ITEM 5. PUBLIC HEARING to consider Class II Permit Application for proposed Private Dock/Fishing Pier Within Government Lot 8, Section 3, Township 50S, Range 25E, Collier County (West Bank of Gordon River Adjacent to Mariner's Cove Condominium East of Central Mall) Requested by owner, Winthrop W. Gilman, Agent: Kris A. Dane, P.E.

City Attorney Rynders read the below titled resolution by title for Council's consideration.

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PERMIT FOR CONSTRUCTION OF A PRIVATE DOCK/FISHING PIER WITHIN GOVERNMENT LOT 8, SECTION 3, TOWNSHIP 50 SOUTH, RANGE 25 EAST (WEST BANK OF GORDON RIVER ADJACENT TO MARINER'S COVE CONDOMINIUM, EAST OF CENTRAL MALL); AND PROVIDING AN EFFECTIVE DATE.

Vice-Mayor McGrath opened the Public Hearing at 9:10 a.m.; whereupon John Madajewski, representing Coastal Engineering Consultants, agent for the project, presented himself to Council in support of the request. There being no one else to speak for or against, the vice-mayor closed the Public Hearing at 9:12 a.m. Mr. Thornton moved adoption of Resolution 3398, seconded by Mr. Holland and carried on roll call vote, 6-0.

AGENDA ITEM 6. Community Development Department/Naples Planning Advisory Board

AGENDA ITEM 6-a. PUBLIC HEARING and recommendation of Naples Planning Advisory Board to approve a request for an application for vacation of a 60 foot unimproved right-of-way on 33rd Avenue South, lying east of Gordon Drive and situated between Blocks 5 & 8, Ocean View Addition to Naples. Petitioners: Mr. & Mrs. Allan Weiss, Mr. & Mrs. Walter Smith.

City Attorney Rynders' student counterpart, Kim Church, read the below titled resolution by title for Council's consideration.

A RESOLUTION VACATING AND ABANDONING A 60 FOOT UNIMPROVED RIGHT-OF-WAY ON 33RD AVENUE SOUTH, LYING EAST OF GORDON DRIVE AND SITUATED BETWEEN BLOCKS 5 & 8, OCEAN VIEW ADDITION TO NAPLES, RESERVING THEREIN A DRAINAGE AND UTILITY EASEMENT; AND PROVIDING AN EFFECTIVE DATE.

Vice-Mayor McGrath opened the Public Hearing at 9:13 a.m.; whereupon Mrs. Marlo Weiss, one of the petitioners, presented herself to Council in support of the petition. There being no one else to speak for or against, the vice-mayor closed the Public Hearing at 9:15 a.m.; whereupon Mr. Thornton moved adoption of Resolution 3399, seconded by Mr. Schroeder and carried on roll call vote, 6-0.

AGENDA ITEM 6-b. Recommendation of the Naples Planning Advisory Board to deny Rezone Petition No. 79-R3, request for a Change of Zone from "R1-15", Single Family Residential, to "PS", Public Service; and Special Exception Petition No. 79-S2, request to permit a portion of a golf course, a clubhouse facility, and tennis courts for a proposed golf course - condominium development to be known as "Fisherman's Cove". Requested by Whispering Pines, Inc., Lloyd Sheehan, President.

Mr. Thornton noted that the petitioner had requested that this item be removed from the Agenda (Attachment #2). Mr. Thornton moved that the item be removed from the Agenda, seconded by Mr. Schroeder and carried on roll call vote, 6-0.

AGENDA ITEM 7. PUBLIC HEARING Second reading of ordinance.

An ordinance amending Section 24-1 of the Code of Ordinances of the City of Naples, relating to restricted parking areas for trailers, motor homes, campers and certain other vehicles; and providing an effective date. Purpose: To clarify and define certain terms used in said section and to provide a penalty for violation thereof.

City Attorney Rynders' student counterpart, Kim Church, read the above captioned ordinance by title for consideration by Council on Second Reading; whereupon Vice-Mayor McGrath opened the Public Hearing at 9:16 a.m. Tom Provenzano addressed Council requesting a special exception to this ordinance for himself for health reasons. Mr. Holland confirmed that there was a procedure for this purpose. There being no one else to speak for or against, the vice-mayor closed the Public Hearing at 9:18 a.m.; whereupon Mr. Thornton moved adoption of Ordinance 3400 on Second Reading, seconded by Mr. Twerdahl and carried on roll call vote 6-0.

AGENDA ITEM 8. First reading of ordinance

An ordinance relating to and regulating the use of privately-owned burglar alarm systems; providing procedures for deactivating alarm systems; defining terms used herein; providing for the filing of reports requiring corrective action; prescribing fees for responses to false alarms; prohibiting the use of telephone alarm devices connected to the Naples Police Department without consent thereof; providing a lien for unpaid fees, and providing an effective date. Purpose: To reduce the incidents of false alarms. Requested by Police Chief.

City Attorney Rynders' student counterpart, Kim Church, read the above referenced ordinance by title for Council's consideration on First Reading, Police Chief Gary Young reviewed the reasons for requesting this ordinance and Council members discussed amending the proposed ordinance to add stiffer penalties. Harry Rothchild noted that there could be a problem if there were no charge for investigating false alarms sent in by a neighbor. Mr. Twerdahl moved approval of this ordinance on First Reading, seconded by Mr. Wood and carried on roll call vote, 6-0.

AGENDA ITEM 9. Discussion and action with reference to request by Ray Link regarding "Specimen" oak tree. (Deferred from November 21, 1979 regular meeting.)

Roger Barry, Community Development Director, explained the process whereby the County has an ordinance that will protect this tree, if the City will designate it as a "Specimen". Mr. Ray Link spoke in support of this request and he was joined by County Forester Chris Anderson with a letter (Attachment #3) which he read into the record. Mr. Twerdahl moved approval of this request, seconded by Mr. Thornton and carried on roll call vote, 6-0. Vice-Mayor McGrath directed City Manager Patterson to carry through with this procedure to the County.

AGENDA ITEM 10. Authorization for the City of Naples to participate with Collier County in utility billing computer system. Requested by Finance Department.

City Attorney Rynders' student counterpart, Kim Church, read the below titled resolution by title for consideration by Council.

A RESOLUTION AUTHORIZING PARTICIPATION IN THE JOINT DEVELOPMENT BY THE CITY AND THE COUNTY OF A UTILITY BILLING SYSTEM TO BE DESIGNED IN-HOUSE BY COLLIER COUNTY; AND PROVIDING AN EFFECTIVE DATE.

Franklin Jones, Finance Director answered Council's questions in support of the resolution. Mr. Schroeder moved adoption of Resolution 3401, seconded by Mr. Thornton and carried on roll call vote, 6-0.

Let the record show that Vice-Mayor McGrath recessed the Council meeting at 9:50 a.m. and reconvened it at 10:15 a.m. with the same members of Council present.

Vice-Mayor McGrath noted that the pertinent people with reference to Agenda Item 11 were not present and he suggested moving on to Agenda Item 12-a. at this time.

AGENDA ITEM 12. Purchasing

AGENDA ITEM 12-a. Bid Award - Jetting twenty pilings at City Dock.

City Attorney Rynders' student counterpart, Kim Church, read the below titled resolution by title for consideration by Council.

A RESOLUTION AWARDDING BID FOR JETTING PILINGS AT THE CITY DOCK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

Mark Wiltsie, Purchasing Supervisor, spoke in support of the bid. Mr. Thornton moved adoption of Resolution 3402, seconded by Mr. Schroeder and carried on roll call vote, 6-0.

AGENDA ITEM 12-b. Bid Award - Racquetball court - Anthony Park (Re-Bid).

City Attorney Rynders' student counterpart, Kim Church, read the below captioned resolution by title for consideration by Council.

A RESOLUTION AWARDDING BIDS FOR CONSTRUCTION OF AN ADDITIONAL RACQUETBALL COURT AT ANTHONY PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CONTRACTS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

City Manager Patterson confirmed that this item was within the budgeted funds for it. Mr. Thornton moved adoption of Resolution 3403, seconded by Mr. Schroeder and carried on roll call vote, 6-0.

AGENDA ITEM 12-c. Bid Award - Tandem axle tractor truck.

City Attorney Rynders' student counterpart, Kim Church, read the below referenced resolution by title for Council's consideration.

A RESOLUTION AWARDDING BID FOR A TANDEM AXLE TRACTOR TRUCK FOR THE PUBLIC WORKS DEPARTMENT; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

Mr. Thornton moved adoption of Resolution 3404, seconded by Mr. Twerdahl and carried on roll call vote, 6-0.

AGENDA ITEM 12-d. Bid Award - Two slate bumper pool tables and four 4 x 8 slate pool tables.

City Attorney Rynders' student counterpart, Kim Church, read the below titled resolution by title for consideration by Council.

A RESOLUTION AWARDDING BID FOR POOL TABLES AND BUMPER POOL TABLES TO BE USED AT CAMBIER PARK COMMUNITY CENTER AND RIVER PARK RECREATION CENTER; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

Mr. Holland moved adoption of Resolution 3405, seconded by Mr. Twerdahl and carried on roll call vote, 6-0.

AGENDA ITEM 12-e. Bid Consideration - Janitorial service - annual bid.

City Attorney Rynders' student counterpart, Kim Church, read the below captioned resolution by title for Council's consideration.

A RESOLUTION AWARDDING BID FOR JANITORIAL SERVICES TO MAINTAIN THE INTERIOR OF THE CITY HALL COMPLEX; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

City Manager Patterson reviewed his memorandum of November 29, 1979 (Attachment #4). Mr. Thornton moved adoption of Resolution 3406, seconded by Mr. Twerdahl and carried on roll call vote, 6-0.

RETURN TO AGENDA ITEM 11.AGENDA ITEM 11. Authorization for Mayor to execute contract with Sub-Oceanic Consultants, Inc., with reference to beach management study. Requested by Engineering Department

City Attorney Rynders' student counterpart, Kim Church, read the below referenced resolution by title for consideration by Council.

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY OF NAPLES AND SUBOCEANIC CONSULTANTS, INC., RELATIVE TO A BEACH MANAGEMENT STUDY WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

City Engineer John McCord noted that David Tackney of Sub-Oceanic Consultants, Inc. was not present yet, but he suggested that Council review the contract in the back-up information for this item (Attachment #5). He emphasized that it contained a "not to exceed cap of \$25,000". Upon his arrival, David Tackney reviewed the scope of work outlined and the reasons for the figures contained in the proposed contract. Mr. Thornton stated his opinion that a study of the small portion of the beach contained in the city limits would not be helpful without attention being given to the beaches north and south of Naples. Harry Rothchild inquired about restrictions in the

grant to which Mr. McCord responded that the guidelines required that the proposed scope of work be contained in the final report. Mr. Twerdahl moved adoption of Resolution 3407, seconded by Mr. Schroeder and carried on roll call vote, 4-2, with Mr. Thornton and Mr. Wood voting no.

CORRESPONDENCE AND COMMUNICATIONS

Mr. Twerdahl asked City Manager Patterson about the procedure for hiring a new police chief and Mr. Patterson outlined the options available for this matter.

Mr. Twerdahl asked City Manager Patterson about the new DER report and its effect on the City's application for the grant for the expansion of the sewage treatment plant. Mr. Patterson noted that he would be attending a meeting in Tallahassee on December 12, 1979, with representatives from DER and EPA and he would know more about the new requirements at that time and their effect on the City's application.

Mr. Thornton asked the status of the proposed Coastland Boulevard to which City Manager Patterson reported on a meeting with Bill Norman and Cliff Barksdale of the County and City Engineer John McCord and himself. He believed he might have a staff recommendation on this matter by early January 1980.

Mr. Holland noted the death in the line of action of Collier County Deputy Allan Amos, in Immokalee and suggested that City flags be flown at half-mast for a period of time and that the City write a letter of condolence to Mrs. Amos. It was the consensus of the Council that whatever City flags were being flown would be at half-mast and a letter would be written.

There being no further business to come before this Regular Meeting of the Naples City Council, Vice-Mayor McGrath thanked the Optimist Club for their on-going Youth in Government Program and the students who participated and adjourned the meeting at 11:30 a.m.

James F. McGrath, Vice-Mayor

Janet Cason
Janet Cason
City Clerk

These minutes of the Naples City Council were approved on 12-19-79

ATTACHMENT #1



City of Naples

735 EIGHTH STREET, SOUTH - NAPLES, FLORIDA 33940

OFFICE OF THE MAYOR

P R O C L A M A T I O N

WHEREAS, the youth of today are the leaders of tomorrow, deserving every opportunity to reach maturity as constructive, responsible citizens; and

WHEREAS, many of their accomplishments toward this goal should have recognition and encouragement of their elders; and

WHEREAS, Optimist International has developed a program of annual recognition, known as Youth Appreciation Week; and

WHEREAS, we should all, by word, deed and example, convey to our alert and eager youth the gratitude that we feel for their responsible acts as they prepare to assume our roles in the future;

NOW, THEREFORE, I, R. B. ANDERSON, by virtue of the authority vested in me as Mayor of the City of Naples, do hereby proclaim December 2 - 8, 1979, to be

YOUTH APPRECIATION WEEK

in the City of Naples and call upon the citizens of Naples to join forces with the Optimists to let our young people know how much we appreciate and value their contributions to the betterment of this community.

IN WITNESS WHEREOF, I have set my hand this 30th day of November, 1979.

R. B. Anderson
R. B. ANDERSON
MAYOR

ATTACHMENT #2

AGENDA ITEM 6-b

Whispering Pines, Inc.
5600 N. Tamiami Trail
Suite 1
Naples, Florida 33940

December 4, 1979

City of Naples Council
735 8th Street, South
Naples, Florida 33940

Re: Proposed "Fisherman's Cove"
Project

Gentlemen:

Please accept this as our official request for a postponement of the hearing scheduled before Council for 12-5-79 of rezoning request #79-R3 for the project known as Fisherman's Cove.

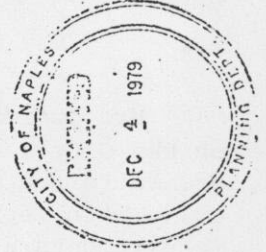
If possible and acceptable to you, I would like to reschedule our hearing date to after January 15, 1980.

We need this extra time to meet with some Governmental Agencies and complete a new study we have undertaken.

Thank you for your consideration.

Sincerely,

WHISPERING PINES, INC.
Lloyd G. Sheehan
Lloyd G. Sheehan, President



LGS:bd

68 Industrial Blvd.
Naples, Fla. 33942
December 5, 1979

Naples City Council

Naples, Florida 33940

Dear Council Members,

As Collier County Forester, I feel that I should have some positive input in the designation of the Specimen Live Oak tree on 10th St. in Naples. In fact most of my work is with the people in and around the Naples City area.

The idea of setting this (and other tree(s)) aside as "special" is a very good one because it will reinforce the fact that trees are an important part of our environment. From what I have seen in the past two years here, most people are aware of the desirable qualities of trees for such things as beauty, shade, soil and water enhancement as well as air quality improvement.

There is a definite need for good maintenance on this Oak tree as

(2)

well as other trees on city controlled land. I know Mr. Terry Seidman at the Public Works Department and am confident that the trees will receive good care.

Just so that you all know, I am unable to assist any one in almost any tree related problem because I am a public servant also.

You all may have noticed that there are not an abundance of Live Oaks in this area. By designating this tree as a specimen "special" tree it will survive longer for more people to enjoy.

If there are questions about trees and their care please do not hesitate to contact me. I will be glad to work with you in any way I can.

Sincerely,

Chris Anderson

Collier County Forester



City of Naples

735 EIGHTH STREET, SOUTH - NAPLES, FLORIDA 33940

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: GEORGE M. PATTERSON, CITY MANAGER
SUBJECT: JANITORIAL SERVICES - CITY HALL COMPLEX, BID NO. 79-68
DATE: NOVEMBER 29, 1979

On November 28, 1979, bids were received for an annual contract for janitorial services to maintain the interior of the City Hall complex. The contract will include vacuuming, window cleaning, rest room maintenance and waste basket cleaning throughout City Hall and the Council Chambers.

The 1979-80 Operational Budget has approved two (2) Custodial persons to handle these requirements. One of these was to be paid with City funds and the other supported by the C.E.T.A. Program. At present, C.E.T.A. can not provide us with such a person as the position is now frozen. We did, however, have C.E.T.A. employees for this position in the past which proved to be unsatisfactory in that the high rate of turnover created periods of time with no assistance at all. It is our opinion that the use of C.E.T.A. Program for this particular position is unsatisfactory. In view of these circumstances we decided to bid out the necessary janitorial services and hire a part-time (20 hours per week) employee to supplement the services outlined in the bid specifications. In this way we feel confident we can keep the appearance of the City Hall complex up to our standards.

Of the twenty-two (22) vendors notified of the Public Invitation to Bid, five (5) bids were received. The following is our recommendation for award:

VENDOR: Clean Sweep
Naples, Florida
BID AMOUNT: \$160.00 per week
\$8,320.00 annually.

Based on the low bid submitted and previous satisfactory performance with the above firm, I respectfully request authorization to enter into a yearly contract to have the services performed.

An additional \$3,000.00 will be needed from Contingency to accomplish our requirements.

Attached is a Bid Tabulation for your review.
Respectfully submitted,

George M. Patterson
George M. Patterson,
City Manager

ATTACHMENT #5 - page 1

Copy



AGREEMENT
between
City of Naples
and
Suboceanic Consultants, Inc.
for
Professional Engineering Services
for a Beach Management Study

PREPARED BY: M.W. Wiltsie

CITY OF NAPLES

BID NO. 79-68

ATTACHMENT #4-pages

BID TABULATION

OPENING DATE: 11-28-75

JANITORIAL SERVICES - CITY HALL COMPLEX

BIDDER	Total Bid	Less Discount	Net Bid	Begin Work	Annual Expenditure
Bell Janitorial 655 2nd St., S.E. Naples, FL.	\$219.23/wk.	- 0 -	\$219.23	1 Day	\$11,399.96
The Ocysey Corp. P.O. Box 2692 Naples, FL. 33939	\$227.83/wk.	4%/10 Days	\$218.72	7 Days	\$11,373.44
South Coast Services of Collier Co. P.O. Box 411 Marco Island, FL. 33937	\$725.00/wk.	10%/10 Days	\$652.50	10 Days	\$33,930.00
Andrew Harris Janitorial & Maint. Service 48 Republic Drive Naples, FL. 33942	\$200.00/wk.	2%/5 Days	\$196.00	1 Day	\$10,192.00
Clean Sweep P.O. Box 853 Naples, FL.	\$160.00/wk.	- 0 -	\$160.00	1 Day	\$8,320.00

THIS IS AN AGREEMENT made as of _____ day of _____ in the year Nineteen Hundred and Seventy _____ by and between the City of Naples, a political subdivision of the State of Florida (hereinafter called OWNER) and Suboceanic Consultants, Inc. (hereinafter called ENGINEER).

OWNER intends to conduct a Beach-Management Study for the beaches of Naples extending from Gordon Pass to the northern corporate limits of the City (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall serve as OWNER's professional engineering representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to OWNER during the performance of his services.

SECTION 1 - SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil, structural, coastal engineering services incidental thereto.

1.2. Study and Report.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to determine his requirements for the Project and review available data all in accordance with consultants' task schedule as per Exhibits A through D.

1.2.2. Advise OWNER as to the necessity of his providing or obtaining from others existing data or services of the types described in paragraph 2.3, and act as OWNER's representative in connection with any such services.

1.2.3. Provide general economic analysis of OWNER's requirements appropriate to various alternatives.

1.2.4. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to OWNER, and setting forth ENGINEER's findings and recommendations with opinions of probable costs and sources of funding assistance if applicable.

1.2.5. Furnish one original and ten copies of the Report and present and review it in person with OWNER.

1.3. Field Investigation.

After written authorization to proceed, ENGINEER shall:

1.3.1. Conduct field surveys of beach profiles duplicating previous profiles taken by the Florida Department of Natural Resources and the U.S. Army Corps of Engineers.

1.3.2. Determine the approximate location of the mean high water line at the profile lines referenced in 1.3.1.

1.3.3. Document and assess the condition of groins, jetties and other coastal structures.

1.4. Office Analysis.

After written authorization to proceed, the ENGINEER shall:

1.4.1. Determine the historic volumetric erosion and accretion based on the beach profiles referenced in 1.3.1.

1.4.2. Determine the horizontal advance and recession of the approximate mean high water line referenced in 1.3.2.

1.4.3. Analyze typical beach profiles to predict the beach response to various storm events.

1.4.4. Analyze the effectiveness of the existing groins on Naples beach.

1.4.5. Evaluate the City established Coastal Construction Setback Line and ordinance.

1.4.6. Evaluate the need and suitability of dune walk-over structure locations and the need for an overall revegetation program.

1.5. Results of Investigation.

After written authorization to proceed, the ENGINEER shall:

1.5.1. Prepare on aerial photographs supplied by the Department of Natural Resources the following:

- a. Mean high water comparison
- b. Beach groins
- c. Public beach and public beach accesses
- d. Arcs where beach walk-overs and revegetation may be beneficial

1.5.2. Prepare a written report addressing the following concerns:

- a. Assessment of long term and short term erosion losses.
- b. Performance evaluation of existing coastal structures.
- c. Evaluation of littoral transport along Naples Beach.
- d. Assessment of the effects of storm conditions on Naples Beach.
- e. Evaluation of the existing City Coastal Construction Setback Line ordinance.
- f. Recommendation regarding the construction of dune walk-overs, dune revegetation and an overall beach maintenance program.
- g. Recommendations regarding possible remedial action that may be taken by the City including cost benefit evaluation, cost estimates and possible funding sources.

SECTION 2 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 2.1. Provide full information as to his requirements for the Project as referenced by Exhibits A and B attached hereto.
- 2.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 2.3. Furnish to ENGINEER, as required by him for performance of his SERVICES, data and reports in the possession of OWNER.
- 2.4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 2.5. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 2.6. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

2.7. Bear all costs incident to compliance with the requirements of this Section 2.

SECTION 3 - PERIOD OF SERVICE

- 3.1. The provisions of 3.2 through 3.4 inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required.
- 3.2. The services called for in the Study and Report Phase will be completed and the Report submitted within seven months following the authorization to proceed with that phase of services.
- 3.3. If OWNER has requested significant modifications or changes in the scope of the Project, the time of performance of ENGINEER's services shall be adjusted appropriately.
- 3.4. If ENGINEER's services are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 4.3.4 for the services delayed or suspended. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 4 - PAYMENTS TO ENGINEER

- 4.1. Method of payment for Services and Expenses of ENGINEER:
 - 4.1.1. Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 on the following basis:
 - 4.1.1.1. Costs plus a fixed fee with total compensation not to exceed \$25,000 for the completion of all task elements referenced in this document and Exhibits A through D. ENGINEER shall be compensated on the basis of costs plus a fixed percentage (17%) of the maximum contract amount of \$25,000. ENGINEER's costs are expressed as salary costs times a factor which represents fringe benefits plus overhead expenses. The ENGINEER shall be compensated for expenses and subcontracts as costs within the overall not to exceed amount of \$25,000. Table 1 represents ENGINEER employee costs.

Table 1

Employee Category	Salary (hourly)	Payroll Burden	Overhead
Principle	13.02	21%	89%
Senior Engineer	9.50	"	"
Engineer	8.07	"	"
Technician/Draftsman	5.73	"	"

4.2. Times of payments.

4.2.1. Invoices. ENGINEER shall submit to OWNER monthly invoices and progress reports. The progress reports shall outline the work completed in the preceding month and provide an estimate of percentage completion. ENGINEER's profit payments shall be prorated in accordance with the percentage completion. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements up to a total of \$23,500 with the balance due after delivery and presentation of the final report.

4.3. General.

4.3.1. Costs as set forth in 4.1.1.1 are defined as the actual expenses incurred directly in connection with the Project for: transportation and subsistence incidental thereto; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items required by Section 1; computer time including an appropriate charge for previously established programs; and, if necessary, overtime work requiring higher than regular rates.

4.3.2. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

4.3.3. If this Agreement is terminated by OWNER prior to the completion of the Services by ENGINEER, the ENGINEER shall be paid for all unpaid costs plus termination expenses. Termination expenses consist of reimbursable expenses directly attributable to termination, including unpaid portions of any sub-contracts entered into by ENGINEER during the project for work completed to the termination date.

This Agreement may be terminated by either party upon seven days' 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.

5.2. Reuse of Documents *generated by the*

All documents furnished by ENGINEER pursuant to this Agreement are instruments of his services in respect to the Project and shall be re-use by OWNER or others ~~in connection with the Project~~ *delivered to the project or any other non-related project.* Any such reuse ~~shall be limited to the Project~~ *shall be limited to the Project and becon-* related projects, without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

5.3. Successors and Assigns.

OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither OWNER nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER: