



City Council Chamber  
735 Eighth Street South  
Naples, Florida 34102

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**City Council Workshop Meeting – May 5, 2008 – 8:28 a.m.**

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Mayor Barnett called the meeting to order and presided.

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**ROLL CALL .....ITEM 1**

**Present:**

Bill Barnett, Mayor  
Penny Taylor, Vice Mayor

**Council Members:**

Teresa Heitmann  
Gary Price, II  
John Sorey, III  
Margaret Sulick  
William Willkomm, III

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**Also Present:**

William Moss, City Manager  
Robert Pritt, City Attorney  
Tara Norman, City Clerk  
Vicki Smith, Technical Writing Specialist  
Stephen Weeks, Technology Director  
Russell Adams, CRA Executive Director  
Robin Singer, Planning Director  
Ron Wallace, Construction Mgmt. Director  
Michael Bauer, Natural Resources Manager  
Jessica Rosenberg, Deputy City Clerk  
Elizabeth Rogers, Interim Deputy City Clerk  
Gregg Strakaluse, Engineering Manager  
Bob Middleton, Acting Public Works Director  
Ann Marie Ricardi, Finance Director  
David Lykins, Community Services Director  
Roger Reinke, Assistant City Manager  
John Allen  
Richard Klaas  
William Kroeschell  
Jon Kukk  
James Doane  
Sharon Kenny  
John Staiger  
Lou Vlasho  
Alexandria Sulecki

Alan Parker  
Ellie Krier  
Harry Coleman  
Mitzi Francis  
Chris Thornton  
Alan Ryker  
Doug Finlay  
Jesse Housman  
Taylor Wells  
Jim Goehler  
Sid Kalmans  
Jack Wert  
Beth Ressler  
Marianne Megela  
Gloria Kovacs  
Dorothy Hirsch  
Jim Boula  
Willie Anthony  
Sam Saad  
Lois Selfon  
Lodge McKee

**Media:**

Jenna Buzzacco, Naples Daily News

Other interested citizens and visitors.

**SET AGENDA.....ITEM 2**

No changes.

**PUBLIC COMMENT.....ITEM 3**

(8:29 a.m.) **Alan Parker, 741A Third Street South**, referenced questions regarding the leasing of the airport property, which he provided to Council (Attachment 1), and requested that a written response be provided.

**.....ITEM 4**

**JOINT MEETING WITH COMMITTEE / BOARD CHAIRS. THE PURPOSE IS TO FACILITATE COMMUNICATION, GOALS, AND ACCOMPLISHMENTS OF THE VARIOUS BOARDS AND COMMITTEES.** (It is noted for the record that written statements prepared by the Chairs are contained in the file for this meeting in the City Clerk's Office.)

Participants included the following: John Allen, Naples Airport Authority (NAA); Richard Klaas, Planning Advisory Board (PAB); William Kroeschell, Moorings Bay Citizens Advisory Committee; Jon Kukk, Design Review Board (DRB); Lois Selfon, Community Services Advisory Committee (CSAB); Lodge McKee, Board of Directors of Carver Finance, Inc.; James Doane (Vice Chair) East Naples Bay Special Taxing District Advisory Committee; and Sharon Kenny, Public Art Advisory Committee (PAAC).

Following comments from the above cited Chairs, Council Member Willkomm noted the absence of Code Enforcement Board and Citizens Police Review Board Chairs. Mayor Barnett stated that while these individuals had been notified of that meeting, additional discussion could take place later during correspondence and communication.

**.....ITEM 5**

**JOINT MEETING WITH COMMUNITY REDEVELOPMENT AGENCY ADVISORY COMMITTEE (CRAAB) AND FIFTH AVENUE SOUTH ACTION COMMITTEE (FASAC) CHAIRS.** Participants offering comment were: Lou Vlasho, Chair of the Community Redevelopment Agency Advisory Board (CRAAB) and Council Member Willkomm, Chair of the Fifth Avenue South Advisory Committee (FASAC). (It is noted for the record that a written statement submitted by Chairman Vlasho is contained in the file for this meeting in the City Clerk's Office.)

Participants offering comment were: Lou Vlasho, Chair of the Community Redevelopment Agency Advisory Board (CRAAB) and Council Member Willkomm, Chair of the Fifth Avenue South Advisory Committee (FASAC). (It is noted for the record that a written statement submitted by Chairman Vlasho is contained in the file for this meeting in the City Clerk's Office.)

Following update of FASAC and its responsibilities, Council Member Willkomm recommended either expanding its membership to include two at-large members, or abolishing the body due to duplication of functions with other boards and committees. He further requested an opinion from Planning Director Robin Singer with regard to these alternatives prior to any action by Council. Council Members Sorey and Sulick agreed. Council Member Heitmann also expressed interest in reviewing the membership of CRAAB to include citywide representation; Council Member Sulick agreed, suggesting consideration of a coordinator for commercial areas in the City. Vice Mayor Taylor also concurred that a broader scope with regard to these bodies would be beneficial and commended Council Member Willkomm for his candor in suggesting the possible abolishment of FASAC as an alternative. Mayor Barnett suggested this matter be added to a future regular meeting agenda for discussion prior to Council's summer recess.

In further discussion, Mr. Vlasho expressed continued support of street closures for special events but noted that parking remains an issue, therefore recommending the continued leasing of the Naples Women's Club parking lot. Council Member Willkomm suggested a temporary

moratorium on valet parking permits until November 1, so as to allow the City to formulate a policy in that regard. Council Member Sorey explained that such an action should be scheduled for discussion during that week's regular meeting; Council concurred.

*Consensus that staff research possible abolishment of Fifth Avenue South  
Action Committee (FASAC).*

**Recess: 10:52 a.m. to 11:09 a.m. It is noted for the record that the same Council Members were present when the meeting reconvened except Council Members Price and Willkomm who returned at 11:10 a.m.**

.....ITEM 6  
**RIVERSIDE CIRCLE MASTER PLAN AND GORDON RIVER GREENWAY. THE PROPOSED LONG-TERM PROJECT IS A JOINT EFFORT INVOLVING THE CITY, COLLIER COUNTY, AND THE SOUTHWEST FLORIDA LAND PRESERVATION TRUST FOR THE DEVELOPMENT OF CITY-OWNED PROPERTY ON THE GORDON RIVER, A PEDESTRIAN CROSSING OVER THE GORDON RIVER, AND A "GREENWAY" TRAIL.** Construction Management Director Ronald Wallace utilized an electronic presentation to provide a brief update regarding the Riverside Circle Master Plan (city government uses) and the Gordon River Greenway crossing (a printed copy of which is contained in the file for this meeting in the City Clerk's Office). Director Wallace specifically addressed two parcels, the first being the waterfront located to the north of the Pulling property, and the second being located to the west, inside Riverside Circle and south of the Community Development Building (Attachment 2). He cited the following intended uses: Greenway crossing; public park, access and parking; material staging and storage; recycling facilities; storm debris collection area; and access to the Gordon River for the Naples Rowing Association.

The western area inside Riverside Circle, per deed restrictions, must house materials within a structure, therefore, should it become feasible, a 15,000 square foot building for the transfer of recyclables and other debris (Attachment 3) could be considered at a cost of approximately \$2-million. Currently this activity occurs on the eastern parcel and occasionally wind borne refuse presents a problem. Noting that deed restrictions had however been rescinded of the waterfront property, Mr. Wallace reviewed the proposed design which maintains an area for Public Works staging, which would be fenced and landscaped, and also a public park. He pointed out a 60-foot wide access easement, received as a result of the Pulling property litigation, which lies along the southern boundary of the parcel to within 100 feet of the water's edge and is to be utilized as a roadway with sidewalks and bicycle pathway as access to the park (Attachment 4). As a passive park with open space, the Greenway (sidewalk and bicycle pathway) would enter the park and cross the Gordon River at one of three locales (see Attachment 4). The small peninsula would remain as the Rowing Association's access to the Gordon River, with construction of restrooms, gazebos, picnic areas, and a storage building for canoes and kayaks. The current design provides 30 parking spaces, while the final number needed would be determined by the actual size of the Greenway as it transverses the property; however, additional spaces could be provided with overflow areas.

In response to Mayor Barnett, Director Wallace explained that the Pulling family had communicated to Collier County its interest in the construction of a marine-related recreational facility to be located on the parcel directly to the south of the City's parcel under discussion. If the ongoing discussions between these parties prove to be fruitful, Mr. Wallace pointed out, the

City must then coordinate with the County in this regard. Mayor Barnett suggested that City Manager William Moss contact County Manager James Mudd to ascertain whether the County desired such a facility; Council concurred.

Mr. Wallace reviewed the three options for the location of the Greenway crossing (see Attachment 5), noting that a Planned Development and Environment Study (PD&E) was currently underway to comply with federal application requirements to seek a \$1.5-million grant. Furthermore, he said, Collier County had agreed to fund the crossing structure via Conservation Collier monies, although a referendum may be necessary to allow this as its funding, per County ordinance, is to be used to purchase land for conservation use, he added. While Council could indicate a preferred alignment, the final decision would be based upon the outcome of the PD&E Study. Additionally, the eastern riverbank would involve a boardwalk at the point of crossing due to the mangrove swamp, which must be transversed to join the Greenway. Director Wallace also explained that the three Greenway connection options are approximately the same in length with a similar cost of approximately \$2-million overall.

He further noted that a timber bridge structure is preferred by all involved so as to maintain a rustic look to blend with its surroundings, although concrete pilings are recommended. The 12-foot wide bridge would accommodate a 10-foot wide pathway, thereby allowing railings and clearance along each side for safety; the height would be the same as the nearby Gordon River Bridge. In response to Council Member Willkomm, he confirmed that the depth of the water in the area varies. John Staiger, former City Natural Resources Manager, advised Council that the depth was three to five feet.

**Public Comment:** (11:31 a.m.) **Ellie Krier, representing Southwest Florida Land Preservation Trust**, listed the following commitments relative to the Gordon River Greenway:

- Building community awareness of the project;
- Obtaining a north-to-south master plan of the entire project;
- Inventorying the entire project (Ms. Krier further noted that the Conservancy of Southwest Florida had already drafted its master plan, the Caribbean Zoo had formulated a tentative master plan, and Collier County would provide a conceptual master plan so that fundraising can move forward.);
- Insuring a consistent design throughout the project;
- Pursuing grant funding (Ms. Krier pointed out that a \$.25-million grant from an individual is to be assigned for the City's crossing of the Gordon River);
- Hosting a website ([gordonrivergreenway.org](http://gordonrivergreenway.org)), within which each element of the project would designate a contact person and a provide a copy of its portion of the master plan; and
- Offering to act as the sole source coordinator whereby all permit applications would be presented in one package for consideration, but the permits would nevertheless remain with each jurisdiction.

In response to Mayor Barnett, Ms. Krier explained that with the momentum currently enjoyed by the project, it was hoped that it would be completed within five years; to Council Member Heitmann she indicated that she would obtain from the two inter-jurisdictional greenways their agreement documents with regard to maintenance and liability. Ms. Krier also recommended a joint meeting with her organization, the City and County Managers, and a representative of the



Pulling family, to facilitate discussion regarding the use of the Pulling property as a marine facility as referenced above.

Council Member Sulick pointed out that the Metropolitan Planning Organization (MPO) has greenway funding available; Mrs. Sulick further suggested that the Greenway crossing be presented as the City's priority for receiving grant funding from the MPO; Council concurred.

*Consensus to present Gordon River Greenway crossing as the City's priority to the Metropolitan Planning Organization (MPO) with regard to grant funding.*

**SANDPIPER STREET IMPROVEMENTS .....ITEM 7**

**A REDESIGNED STREET ENHANCMENT PROJECT THAT RECOMMENDS REMOVAL OF PARKING SPACES ADJACENT TO PRIVATELY OWNED BOAT DOCKS ON SNAIL BAY.** City Manager William Moss explained that numerous concerns regarding the proposed parking plan for the area adjacent to the Snail Bay docks had been noted subsequent to Council's discussion of the matter on March 31. Construction Management Director Ronald Wallace pointed out that four parallel parking space had originally been planned thereby allowing landscaping enhancements along the dock area. Owners of the docks had however expressed concern with the limited amount of parking to be provided, resulting in a recommendation that parking on the grass would therefore remain unchanged. Landscaping would nevertheless occur where possible (Attachment 6) and no parking would be allowed on the sidewalk, Mr. Wallace said. In addition, signage to this effect would be installed and violators cited. This particular option would also be more cost effective, he said, freeing \$36,000 in funding for other areas of the Sandpiper Street improvement project. Mr. Wallace assured Council that ample space is nevertheless available for boaters to park their motor vehicles without doing so on the sidewalk and that residents of the area support this amendment of the design.

In response to Vice Mayor Taylor, Mr. Wallace explained that, if necessary, irrigation would be provided only to those areas landscaped by the City, and that the dock owners would maintain the greenspace currently used for parking. Mr. Wallace pointed out that the issue is whether the docks should have been sold without provision of parking spaces, and Vice Mayor Taylor asked that the City Attorney research whether this situation should be allowed to continue should the docks be sold in the future; Council concurred.

*Consensus that the City Attorney research the practice of the subject docks being sold without provision of parking spaces and whether this current practice should be grandfathered.*

**Public Comment:** (11:50 a.m.) **Harry Coleman, 1322 Chesapeake Avenue C-4 and Mitzi Francis, 256 Aqua Court,** waived comment.

*Consensus to proceed as recommended by staff.*

**INTERVIEW WITH PLANNING ADVISORY BOARD (PAB) CANDIDATE .....ITEM 8**

Deputy City Clerk Jessica Rosenberg explained that currently one vacancy exists on the Planning Advisory Board (PAB) and that candidate Samuel Saad was present for interview. Following the above interview, Council Member Sorey received clarification from Mrs. Rosenberg that should alternate Gloria Kovacs, who had previously expressed interest in a fulltime member position, be appointed, the alternate position would then need to be advertised for candidates.

.....ITEM 12  
**PROPOSED AMENDMENT TO SECTION 2.4 PRESIDING OFFICER – MAYOR – VICE MAYOR. THE DISCUSSION WILL CENTER ON A PROPOSAL TO SCHEDULE A CITY CHARTER AMENDMENT REFERENDUM CLARIFYING THE TERM “ABSENCE” AS IT RELATES TO THE CITY CHARTER GRANTED POWERS OF THE MAYOR.** Council Member Willkomm explained that following review of information provided by staff, he did not believe formation of a Charter Committee to be necessary, but nevertheless reiterated his concern that the term absent should be defined as outside the boundaries of Collier County; in those instances, he said, the Vice Mayor should be the decision maker, including during the Council’s summer recess should the Mayor be absent. This specific matter should therefore be placed on the fall general election ballot, he said.

Council Member Sorey disagreed, saying that should a situation arise in which the Mayor is unable to communicate with staff, only then would the Vice Mayor automatically become the decision maker as the Charter (Section 2.4) presently indicates. He further stated that to his knowledge, no abuse of this policy had occurred, noting his support for a committee to review the Charter to determine the need for any necessary amendment. Mr. Sorey also pointed out that should the powers of the Vice Mayor be expanded, it may be necessary to revisit the method of appointment.

Mayor Barnett stressed that at no time had communication been an issue when he was out of his office. He noted the procedure for a Charter Committee appointment and said that, if pursued, a Charter review should take place once every ten years as in other municipalities.

Vice Mayor Taylor questioned the appropriateness of a \$10,000 budget cited by City Manager William Moss for a public educational campaign (Attachment 7). City Manager Moss noted that this figure had been based on past referendum experience and City Attorney Robert Pritt indicated that he recalled such an educational campaign occurring with a past referendum. In response to Council Member Sulick, City Attorney Pritt also explained that the term liaison officer (Charter, Section 2.4) identifies the Mayor as the person with the powers of administration in dealing with the City Manager when Council is not in session. Mr. Pritt thanked City Clerk Tara Norman for the information provided with regard to the history of this particular provision. Council Member Price agreed with Mr. Pritt’s interpretation of the aforementioned section, stating that, upon review of the information provided, he could not support formation of a Charter Committee. He however commended Council Member Willkomm for bringing his concerns to light.

Council Member Heitmann expressed the belief that this discussion had stemmed from what she described as a lack of communication with regard to the incident involving the nesting of a Cooper’s hawk (City parking garage site at Sixth Avenue South and Eighth Street). She therefore suggested that the policy statement be developed to deal with such instances, pointing out that although Council had given the City Manager certain direction, prior to the next regularly scheduled meeting, four or more Council Members had made known their objection to such direction going forward; Council Member Price agreed.

City Attorney Pritt cited Code of Ordinances Section 2-52 wherein the provision for special meetings is contained, pointing out that due notice is considered reasonable under the circumstances, but in no such instance under 24 hours. Furthermore, he explained, since the above cited ordinance predates 1974 State legislation regarding municipalities, it can be amended without referendum. City Clerk Tara Norman briefly explained the procedures in place regarding proper noticing of a meeting. In response to Council Member Sorey, Mr. Pritt also pointed out that, per an Attorney General's Opinion, Council Members would not be precluded from ascertaining whether a majority would concur with holding a special meeting; however, discussions beyond this would constitute a violation of the Sunshine Law (Chapter 286, Florida Statutes). City Clerk Norman recalled that special meetings called in this manner had occurred in the 1970's.

Council Member Willkomm noted that while his concern is not personal, he reiterated that his issue involves decision making when the Mayor travels outside County boundaries; he further said that, in his opinion, the Vice Mayor should be considered the liaison. He reiterated his desire that this matter be brought before the voters. Council Member Sulick, while indicating agreement with the concept expressed by Mr. Willkomm, said that she believed limiting travel to the County line was too constricting and suggested that a policy statement defining absence be developed along with a formal chain of command, especially in the event of natural disasters. Council concurred. City Attorney Pritt pointed out that a City emergency operations plan already exists and is updated annually; he also pointed out that Chapter 14 of the Code of Ordinances addresses emergencies. He urged that these materials be provided to the newly elected Council Members.

*Consensus not to pursue Charter amendment but to determine policy statement which can be adopted by ordinance.*

Council Member Willkomm expressed appreciation to Council for its consideration of his concerns.

**Recess: 12:41 p.m. to 12:46 p.m. It is noted for the record that the same Council Members were present when the meeting reconvened except Council Members Willkomm and Sulick who returned at 12:47 p.m. and Council Member Heitmann who returned at 12:49 p.m.**

**TRAFFIC CALMING .....ITEM 10  
FIRST DISCUSSED ON APRIL 14<sup>TH</sup>, SPECIFIC TRAFFIC CALMING ACTIVITIES  
PLANNED FOR CONSTRUCTION (TRAFFIC CIRCLES, CHICANES, ETC.) WILL BE  
DISCUSSED TO CLARIFY FUTURE ACTIVITIES.** Engineering Manager Gregg Strakaluse reviewed his April 25 memorandum (Attachment 8) and explained that staff desired direction as to the following actions:

- Continue collection and analysis of speed and traffic volume data on the following: Crayton Road, West Boulevard, Neapolitan Way, Park Shore Drive, Old Trail Drive, and 21<sup>st</sup> Avenue South;
- Increase police enforcement programs on Crayton Road;
- Install additional crosswalks and wheelchair ramps along Crayton Road;
- Continue to assess traffic signal timing at Crayton Road and Park Shore Drive;
- Continue to work with the North Naples Traffic Consortium and other neighborhood associations; and
- Install a chicane at South Golf Drive and Third Street North.

The above items would come before Council for final consideration in June, he added.

Council Member Price expressed concern with regard to moving forward with the South Golf Drive chicane, especially in light of current budgetary issues; he further noted that recent testimony had been heard by Council regarding North Crayton Road where residents at times experience difficulty accessing their homes due to the high traffic volume. In response to Mayor Barnett, Manager Strakaluse confirmed that the Crayton Road situation had for some time been under study by Traffic Engineer George Archibald, although as a collector road, a viable design had not yet been developed. Mr. Price reiterated his budgetary concern as well as the seriousness of the Crayton Road traffic issues; Council Member Sulick agreed, adding that she had been contacted by members of the Crayton Road Association who had indicated that they indeed have design plans to address the above referenced issues. Council Member Heitmann also indicated contact with this group, stating that a former Crayton Road Association board member had told her that traffic calming plans had numerous times been submitted to City staff. Mr. Strakaluse agreed, but also stressed that the Association plans involved diverting traffic into other neighborhoods, and Engineer Archibald must therefore ascertain the impact to all residents. No recommendations have been developed as yet, he cautioned, as further study is needed. Vice Mayor Taylor noted that since Crayton Road is designated as a collector street, staff would also be constrained with regard to the degree of traffic calming allowed per the City's Comprehensive Plan. If additional calming is needed, she said, the Comprehensive Plan may require amendment. She also noted that, due to the amount of traffic, US 41 is nearing failure from a level of service standpoint.

Council Member Willkomm agreed with Council Member Price with regard to limiting spending until a more comprehensive overview had been undertaken. Mayor Barnett pointed out that the residents of South Golf Drive had followed the City's process for obtaining traffic calming in their neighborhood and should not be penalized. He also suggested a police officer be assigned to direct traffic on Crayton Road, especially at intersections with a four-way stop configuration; Manager Strakaluse agreed.

In response to Council Member Sulick, Council Member Sorey noted that the Naples Beach Club and Golf Course retains off-duty police officers to direct traffic along the section of Gulf Shore Boulevard near South Golf Drive. Furthermore, Mr. Strakaluse clarified, consensus by residents had been reached for a chicane at Third Street North, but not as it applied to Seventh Street North. Vice Mayor Taylor took the position that South Golf Drive issues could however not be compared to those involving Crayton Road. Mr. Strakaluse agreed, further pointing out that speeding is the principal issue on South Golf where traffic volume applies to Crayton. Mr. Strakaluse also asserted that, apart from removing its collector status, everything possible had already been accomplished along Crayton.

Council Member Sorey also agreed that South Golf Drive had followed the process for obtaining traffic calming and the project should move forward; it is contained in the budget and Crayton Road would involve further study and planning, along with additional public input, prior to action.

In response to Council Member Heitmann, Mr. Strakaluse confirmed the need for a petition to be brought forward by a majority of stakeholders prior to approval and installation of traffic calming measures. Vice Mayor Taylor suggested an overview regarding the capacity of

roadways bordering Crayton, followed by development of a conceptual design for possible traffic diversion that would ideally be to US 41. Council Member Price, however, took the position that rather than level of service, the issue is quality of life for residents who reside along Crayton. Vice Mayor Taylor also observed that Crayton could actually be viewed as two distinct roadways, with differing issues; Council Member Sulick agreed saying that the dividing line is Harbour Drive. Council Member Sorey suggested a traffic analysis to determine the location and amount of traffic to be diverted from Crayton, and Mr. Price reiterated his concern with allocating funding for the South Golf Drive traffic calming at that time. Mr. Strakaluse suggested that staff be allowed to formally submit a petition to Council in June with regard to South Golf Drive, and Vice Mayor Taylor requested that the cost of speed bumps versus the proposed chicane be provided to Council at that time.

Manager Strakaluse pointed out that traffic had actually decreased along Crayton Road by 17% over the past three years and that staff would coordinate with the Naples Police & Fire Department (NPF) to address speeding during the summer months; he also assured Council that analysis of these issues would continue.

*Consensus for staff to submit a traffic calming proposal for South Golf Drive and continue addressing Crayton Road in this regard.*

**REVISED IRRIGATION WATER AGREEMENT .....ITEM 11**  
**THE AGREEMENTS ARE INTENDED FOR BULK USERS OF IRRIGATION WATER (GOLF COURSES) AND WILL REPLACE EXISTING AGREEMENTS.** City Manager William Moss indicated that staff had met with the area golf courses to review an irrigation (reclaimed/reuse) water agreement draft (Attachment 9) and that the take-or-pay provision had been the most controversial. Staff now agrees that this provision could indeed be removed from the agreement, he said, and further noted deletion of the provision whereby the bulk user could terminate the contract should the City increase the rate by greater than 10% per year. Acting Public Works Director Robert Middleton advised that references to minimum usage (see Attachment 9, paragraphs 12 and 15) were recommended for deletion.

Attorney Chris Thornton, representing the Moorings Country Club and Bears Paw Country Club as well as the Naples Beach Hotel and Golf Club, gave a brief history of the cooperation between the City and the subject golf courses. He then enumerated the following issues with the agreement:

- Paragraph 2: "...initial period of 5 years..." should not have been deleted; it was suggested that while the renewal could be automatic, the term of agreement remain at 5 years with a maximum of 20 years;
- Paragraph 4: suggested including a provision stating that the City will pursue a method of blending water to improve the water quality, but not if this would mandate restricted water usage by the golf courses;
- Paragraph 9: suggested the following additional provision: "Rate increases will be based upon a rate study.", although a preferred method would be a fixed rate, or cap, determined for each 5-year period which would allow budgeting by the golf courses;
- Paragraph 10: suggested that language be added providing for billing to be via certified mail and a 30 day cure period be allowed for payment prior cessation of service;
- Paragraph 15(b): a courtesy notice be provided to users should contamination occur and delivery of the water continue or simply that it should not be used;

- It appears that if bulk users do not accept the irrigation (reuse/reclaimed) water for a consecutive three day period, the agreement could be terminated; he therefore requested provision that golf courses be protected from such an action; and
- Additionally, the indemnity clause should be reviewed by legal counsel on both sides.

City Attorney Robert Pritt explained that he and the City Manager would further review the agreement with Attorney Thornton and return to Council with recommendations. Council Member Heitmann commended staff for its cooperation in working with the golf courses and the resulting agreement.

*Staff to further study irrigation agreement submitted by Attorney Chris Thornton.*

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**Recess: 1:26 p.m. to 1:37 p.m. It is noted for the record that the same Council Members were present when the meeting reconvened.**

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**SPECIAL EVENTS AND STREET CLOSURES .....ITEM 9**  
**DISCUSSION WILL CENTER PRIMARILY ON THE MERITS OF STREET CLOSINGS FOR FIFTH AVENUE SOUTH EVENTS, CITY AND OTHER SPECIAL EVENTS AT CAMBIER PARK, AND THE CAPACITY TO SUPPORT EVENTS (PARKING), ESPECIALLY DURING THE CONSTRUCTION OF THE NEW PARKING GARAGE.** City Manager William Moss explained that recent Council discussion had brought to light various concerns regarding street closures for special events as well as the use of Cambier Park, and whether the City's infrastructure, such as parking, could continue to support multiple or large scale activities of this type. He therefore noted a need for staff direction regarding the approval policy for future special events, referencing descriptive materials (Attachment 10). Mayor Barnett noted that the intent is to develop a viable balance, pointing out that use of 119 parking spaces would be lost during construction of the parking garage at Eighth Street and Sixth Avenue South.

Vice Mayor Taylor agreed, adding that the Council's intent is not to halt street closures but to balance the needs of the business community with the interests of residents. Council Member Sulick expressed the view that residents be allowed some input in special event scheduling and permitting and that Community Services Director David Lykins be empowered to deal with various issues as they arise. However, she stressed, unlimited use of the above referenced City areas cannot continue.

Council then discussed whether to amend any of the special events for the coming season, which Mayor Barnett characterized as October 2008 through May 2009. Council Member Sorey said that events currently scheduled should go forward, but that vendors must be required to park off site and provide shuttle service as well; the alternate parking plan should be advertised noting offsite parking for patrons also. Vice Mayor Taylor cautioned that the deterioration of the City's infrastructure is a direct result of too numerous special events, especially involving Cambier Park. Council Member Willkomm suggested that access to the Third Street South shopping district could be maintained during Fifth Avenue South street closures if those closures are limited to the area west of Eighth Street.

Referring to a listing of pending special event permit requests (see Attachment 10, Pages 12-13), Council Member Sorey noted that the Downtown Naples Association (DNA) had requested permits for the closure of Fifth Avenue South during the weekend of October 18 and 19 for the

Fall Art Festival and reservation of the Cambier Park bandshell for the Naples Philharmonic Orchestra performance. He said that a balance must however be reached, that only one event per weekend should be approved in the downtown area. Traditional events should be given first consideration, however, he said, followed by events associated with the City and have a positive effect thereon, including keeping in the forefront concern for the interests of all residents. In addition to multiple events in the same time period, Council Member Sulick pointed out the increasing size and make-up of the Christmas parade; nevertheless, parameters are needed for all events and the use of City property, she added. Vice Mayor Taylor agreed, saying that the Community Services Advisory Board (CSAB) should be charged with evaluating the monetary aspect of these events, also noting that weddings along the beach often block access to the public.

Council Member Price agreed with the CSAB review of special event permits, allowing the public an opportunity for input, and possibly considering a process similar to a residential impact statement (RIS) based on prescribed criteria; recommendations would then be provided to Council for action. Council Member Sorey suggested that staff work with the CSAB in the development of the criteria.

Council Member Willkomm said that during a recent special event a police officer had told him that Council had directed that no parking citations be issued, that this is a matter which should be further addressed.

In response to Mayor Barnett, Director Lykins clarified that the list of pending special event permits provided (see Attachment 10, Pages 12 and 13) includes only large events whose permit applications had been received for the above referenced season, and does not include smaller or traditional events whose applications are expected but not yet received. In further discussion, Mr. Lykins clarified that the 200 special event permits actually allowed over 300 individual events. Mr. Sorey added that new events should not be precluded from approval but must meet whatever criteria are developed. Mayor Barnett said that the completion of the aforementioned parking garage would alleviate some of the issues, and Vice Mayor Taylor asked Council to remain mindful that a weekly service by Celebration Church takes place in Cambier Park.

Council Member Sulick asked whether events which had been approved or awaiting approval could be moved to other locations due to the additional lack of parking while parking garage construction is underway, noting the Christmas Parade as an example. In response to Vice Mayor Taylor, CRA Executive Director Russell Adams confirmed that 329 parking spaces would be realized from the new parking facility on Sixth and Eighth once completed. Council Member Sulick nevertheless cautioned that no events should be approved into the 2009-10 season until new criteria can be established, including addressing the issue of financial accountability. She explained that if an organization realizes \$500,000 from an event during which Fifth Avenue South had been closed and only \$10,000 had been earmarked for the charity, the City must reconsider its policy.

In response to Vice Mayor Taylor, Director Adams noted two parking lots for possible leasing: Third Avenue South and Eighth Street, and Third Avenue South and Tenth Street, which would provide 210 parking spaces; an additional 150 spaces are located at a church and school to the

north. He confirmed for Council Member Heitmann that advertising of these parking areas would indeed be done should the facilities become available.

**Public Comment:** (2:30 p.m.) **Lois Selfon, 71 12<sup>th</sup> Avenue South**, Chair of the CSAB, agreed that the Board could work with staff to develop recommendations to be brought before Council for action regarding this item; however, she suggested that the weekly services of the Celebration Church be discontinued. **Alan Ryker, 300 Fifth Street South**, stated that he had moved within a walkable distance to the downtown area with the intent of participating in its events. He also asserted that additional parking could be realized if the City rights-of-way were not obstructed by rocks and landscaping. **Doug Finlay, 3430 Gulf Shore Boulevard**, said that he deemed special events and street fairs to be important to the community; therefore, he suggested that the booth fee be reviewed. He also expressed support for the annual Christmas parade but also agreed with Council Member Sulick that both the length and the size of units allowed should be limited. Mr. Finlay suggested the formation of a group comprised of local residents and other community members to review the special events issue and offer recommendations to Council. **Jesse Housman, Bistro 821**, did not respond when called. **Taylor Wells, representing Naples Art Association**, expressed support of the art festivals, noting that comprehensive parking plans are provided when application for special event permits are submitted. **Jim Goehler, representing Downtown Naples Association (DNA)**, explained that the DNA contracts with a for-profit, entity to organize its special events, the DNA lacking expertise in this regard. Furthermore, profits realized are utilized for other, non-profit generating events in the area, he added, and noted the DNA's desire to provide input into the development of the above referenced criteria for special events. **Sid Kalmans, 2100 Crayton Road**, voiced support of street closures for special events, explaining that these events bring visitors to the City, often repeatedly, and result in economic benefit to the City. **Jack Wert, Director of Tourism for the Collier County Convention and Visitors Bureau**, pointed out that revenues from visitors, especially during the summer months, are important to the viability of businesses throughout the County, but notably in the downtown area of the City. Therefore, he said he supports special events. He also recommended that Council remain mindful that unforeseen circumstances could arise and therefore urged that criteria be drafted accordingly. **Beth Ressler, 793 Fifth Avenue South**, asked that Council support the art festivals in the downtown area, that they are necessary for the viability of businesses due to ever-growing competition. **Marianne Megela, representing Naples Artcrafters**, explained that donation is made to school art programs through proceeds from her group's shows in Cambier Park. Furthermore, she explained, parking had been secured by the Artcrafters at both Saint Ann's School and Gulfview Middle School. **Gloria Kovacs, 677 Banyan Boulevard**, as a member of the DNA, explained that five street closures take place during the year through her organization. She suggested that the community work together to develop the criteria and adhere to the calendar of events.

Vice Mayor Taylor commended Ms. Megela on her group's initiative in securing parking for her organization's special events, and Council Member Sulick again noted that a parking plan should be required when permit applications are submitted.

City Manager Moss agreed that a policy and criteria should be developed. During discussion which followed, direction as reflected below was forthcoming.

***Refer to the Community Services Advisory Board (CSAB) development of a policy with which to review and approve special event applications, including***



*such issues as requiring a parking plan and a financial statement to show level of contribution by event sponsor to designated charity; establishing a list of special events for the coming year (October 2008 to May 2009) to include for consideration those for which applications had been received and those events which had been held the prior year, but that no new special events be considered for approval until May 2009; and revising criteria/policy for special events to be considered by Council at the first workshop in September.*

*Consensus for CRA Executive Director to pursue lease of parking lots at Third Avenue South and Eighth Street and at Third Avenue South and Tenth Street.*

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**Recess: 3:31 p.m. to 3:48 p.m.** It is noted for the record that the same Council Members were present when the meeting reconvened.

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**EXPLANATION OF CRA BALANCE SHEET .....ITEM 13**

**A BALANCE SHEET AND EXPLANATION FOR THE COMMUNITY REDEVELOPMENT AGENCY (CRA) WILL BE PRESENTED.** Finance Director Ann Marie Ricardi gave a brief presentation regarding the Community Redevelopment Agency (CRA) balance sheet, pointing out that the one provided, along with her memorandum of April 4 (Attachment 11), had been generated as an example due to the fact that as a governmental fund, the actual balance sheet would contain only current and not long term assets or liabilities. Significant assets such as buildings and liabilities such as bonds are tracked in separate funds, she explained. Ms. Ricardi summarized the figures provided which reflected total assets of \$12,888,908.57, total liabilities as \$6,565,688.83, resulting in total net assets of \$6,323,219.74 (see Attachment 11, Page 2).

**STATUS REPORT OF FISCAL YEAR (FY) 2008 BUDGET .....ITEM 14**  
**SIX MONTHS INTO THE FISCAL YEAR, THE PRESENTATION WILL SUMMARIZE OVERALL BUDGETED REVENUES AND EXPENDITURES TO DATE.** Finance Director Ann Marie Ricardi, utilizing an electronic presentation, provided a six month status report regarding the fiscal year 2008 budget during which she focused on the general fund and the following areas of concern (Attachment 12):

- Revenues:
  1. Taxes: A decrease is expected in electric franchise fees collected although an increase had been projected; therefore an approximate \$200,000 shortage of this line item is anticipated;
  2. Intergovernmental: General use sales tax is expected to amount to approximately \$100,000 less than projected; and
  3. Interest Earned: An amount which is \$200,000 under projection is anticipated.
- Expenditures:
  1. Police & Fire Services: Holiday pay had been underestimated as well as a scheduled raise; and
  2. Finance: To date 49% of budgeted funds have been expended and scheduled personnel raises have not yet been implemented.

Ms. Ricardi summarized that the overall budget is approximately \$500,000 under the amount projected and in response to Council Member Sorey, she indicated that since 100% of anticipated expenditures are budgeted, the City could still complete the fiscal year within projected revenues because some departments will not expend the entire amount allocated.

In response to Council Member Willkomm, City Manager William Moss indicated that layoff of personnel would be a last resort in meeting a budgetary shortfall. As positions become vacant, they are evaluated as to the necessity in filling them until the fiscal year 2009 budget is completed, he said, noting that review of the budget is scheduled for the June 2 workshop. Mr. Moss noted additional state legislation recently enacted which is expected to further impact general revenues.

**BRIEFING BY THE CITY MANAGER.....ITEM 15**

(It is noted for the record that a copy of the City Manager's report is contained in the file for this meeting in the City Clerk's Office.) City Manager William Moss introduced Roger Reinke as the new Assistant City Manager and then reviewed his April 30 memorandum (Attachment 13).

**REVIEW OF ITEMS ON THE 05/07/08 REGULAR MEETING AGENDA .....ITEM 16**

The following items were removed from the Consent Agenda for separate discussion: Item 6-c (boating improvement fund grant for East Naples Bay) and Item 6-d (East Naples Bay Special Taxing District) by staff, and Item 6-g (engineering for Utilities Maintenance Building) was removed by Vice Mayor Taylor for separate vote due to her need to abstain. With regard to Item 7 (Ryan Subdivision), Council Member Willkomm questioned whether the subject roadway would be 20 feet in width and Council Member Heitmann requested further information regarding businesses involved in the trial program concerning Item 11 (mandatory commercial recycling). Vice Mayor Taylor also requested that, with regard to Item 13 (value of spaces in parking garage at Sixth Avenue South and Eighth Street), staff determine whether spaces had been set aside for use by the Naples Players in the City's parking garage at Eighth Street South and Fourth Avenue and, if so, to advise Naples Art Association of this item's consideration. Item 14 (consideration of temporary moratorium on valet parking) was added to the agenda, and it is noted that a future discussion assigning taxi stand(s) on side streets is to be subsequently scheduled.

**CORRESPONDENCE / COMMUNICATIONS.....**

(4:21 p.m.) Council Member Sulick reiterated (see Item 6 above) that the discussed Gordon River Greenway pedestrian crossing should be presented to the Metropolitan Planning Organization (MPO) as the City's priority with regard to grant funding. She also questioned the number of items allowed on a workshop agenda. Council Member Heitmann noted receipt of correspondence from City resident Camille Laz, in which concern had been expressed regarding multiple owners of individual properties and apparent usage of the structure as a commercial rental; she requested that prior directives of Council be researched in this regard.

**ADJOURN.....**

4:30 p.m.

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Bill Barnett, Mayor

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Tara A. Norman, City Clerk

Minutes prepared by:

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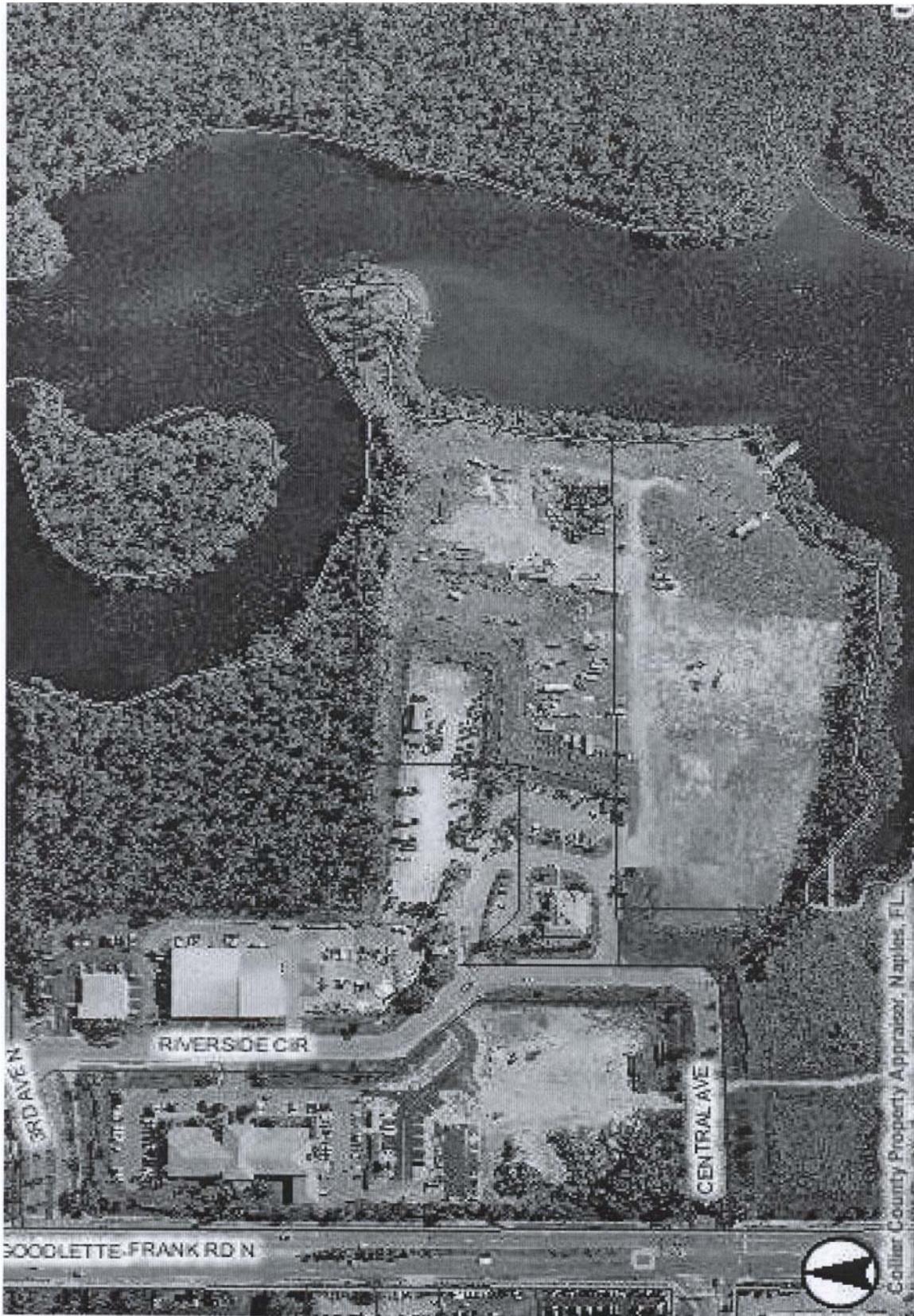
Vicki L. Smith, Technical Writing Specialist

Minutes Approved: 6/4/08

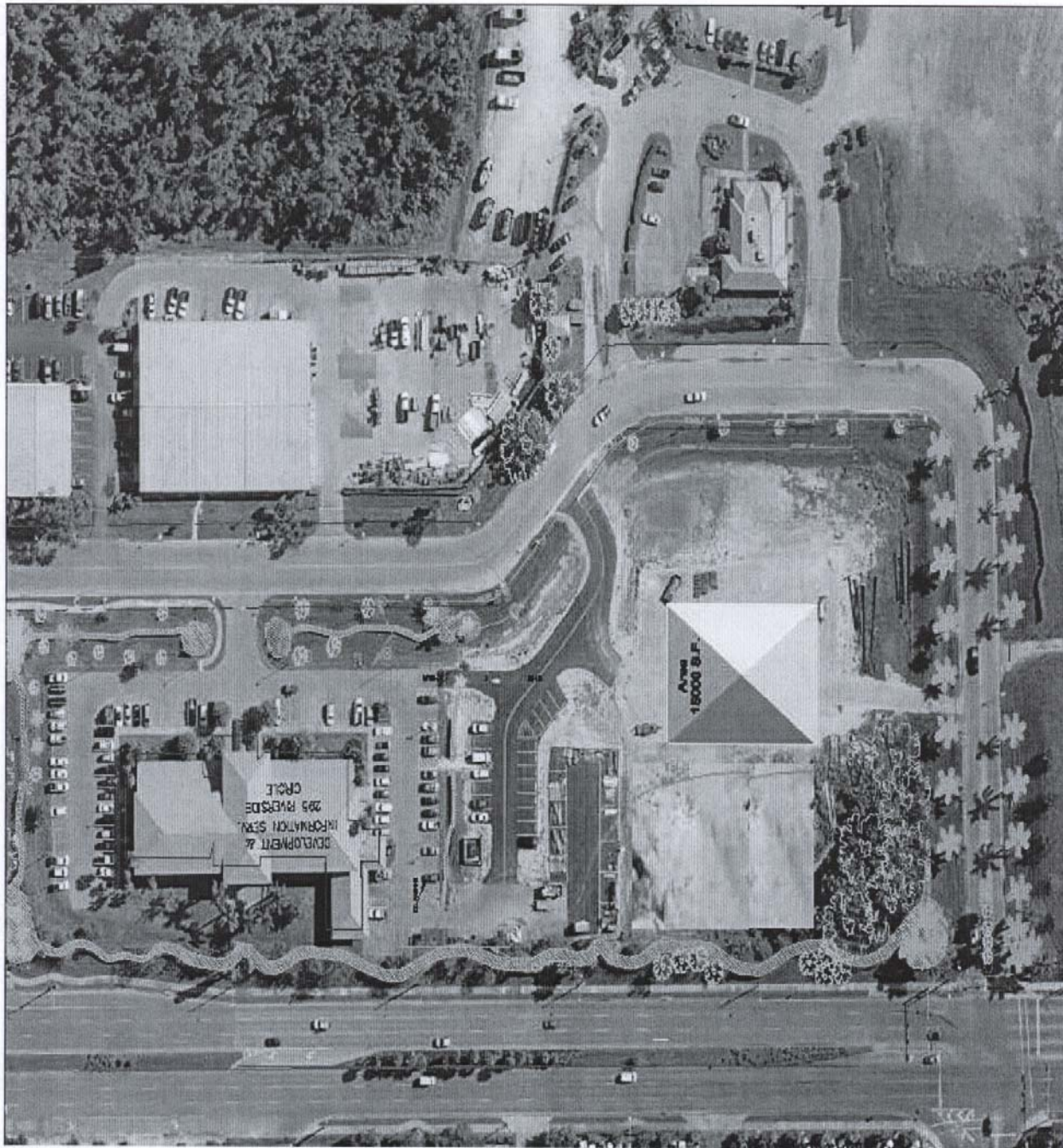
**Questions Submitted to the Mayor and Council of the City of Naples  
At the Council Workshop on 5 May 2008  
By Alan Parker, City Resident**

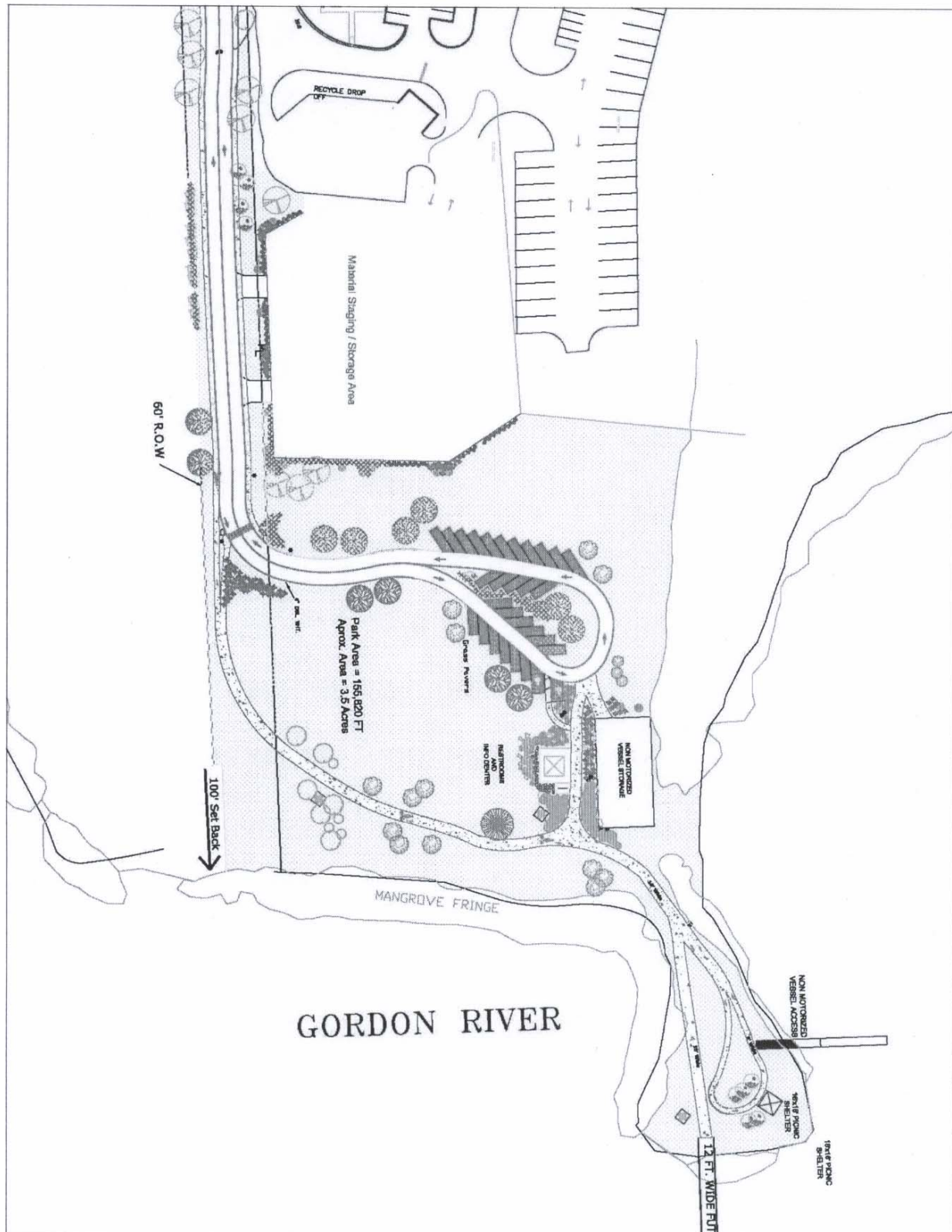
1. Mr. Mayor, have you read the article in the 3 May edition of the Naples Daily News entitled “Plan to increase rent at Naples airport will have to wait”?
  - a. Is the article correct, and if not, what is incorrect?
  - b. Were copies of your letter as noted in the article provided to Council members in advance and discussed at a Council meeting?
  - c. Mr. Mayor, did you discuss your letter with Mr. Allen before it was sent and, if so, what was the purpose and content of those conversations? Are such conversations covered by the Sunshine Law?
2. Mr. Pritt, as the City Attorney, did you receive a copy of the Mayor’s letter and Mr. Allen’s response and, if so, have you provided the Mayor and Council comments or an opinion concerning the assertions made by Mr. Allen? If not, do you plan to provide an opinion concerning the contents of Mr. Allen’s letter?
  - a. Mr. Pritt, did you review the Mayor’s letter to Mr. Alen before it was sent?
  - b. Mr. Pritt, do you believe that Mr. Allen’s assertion that it would be illegal for the NAA to enter into land lease negotiations and, if so, can you provide the legal basis for that position?
  - c. Mr. Pritt, do you stand by your 11 May 2008 opinion in which you addressed the question, “Does federal law prevent the Naples Airport Authority from paying the City of Naples a more reasonable rate for the property it leases” and concluded that there is nothing illegal about negotiating a fair market lease with the NAA and that such lease payments by the airport to the City would be appropriate expenses and would not a diversion of revenues as asserted by the NAA.
3. Will you Mr. Mayor and Council members please provide information concerning any direct and indirect relationships you have with the airport including, but not limited to, details of any travel on private aircraft, the providers of that air travel, and campaign contributions from persons or organizations with an interest in the airport?
4. Do you Mr. Mayor and members of Council believe that the existing lease should remain unchanged for the next 60 years and, if so, quantify how this directly benefits the taxpayers of the City?



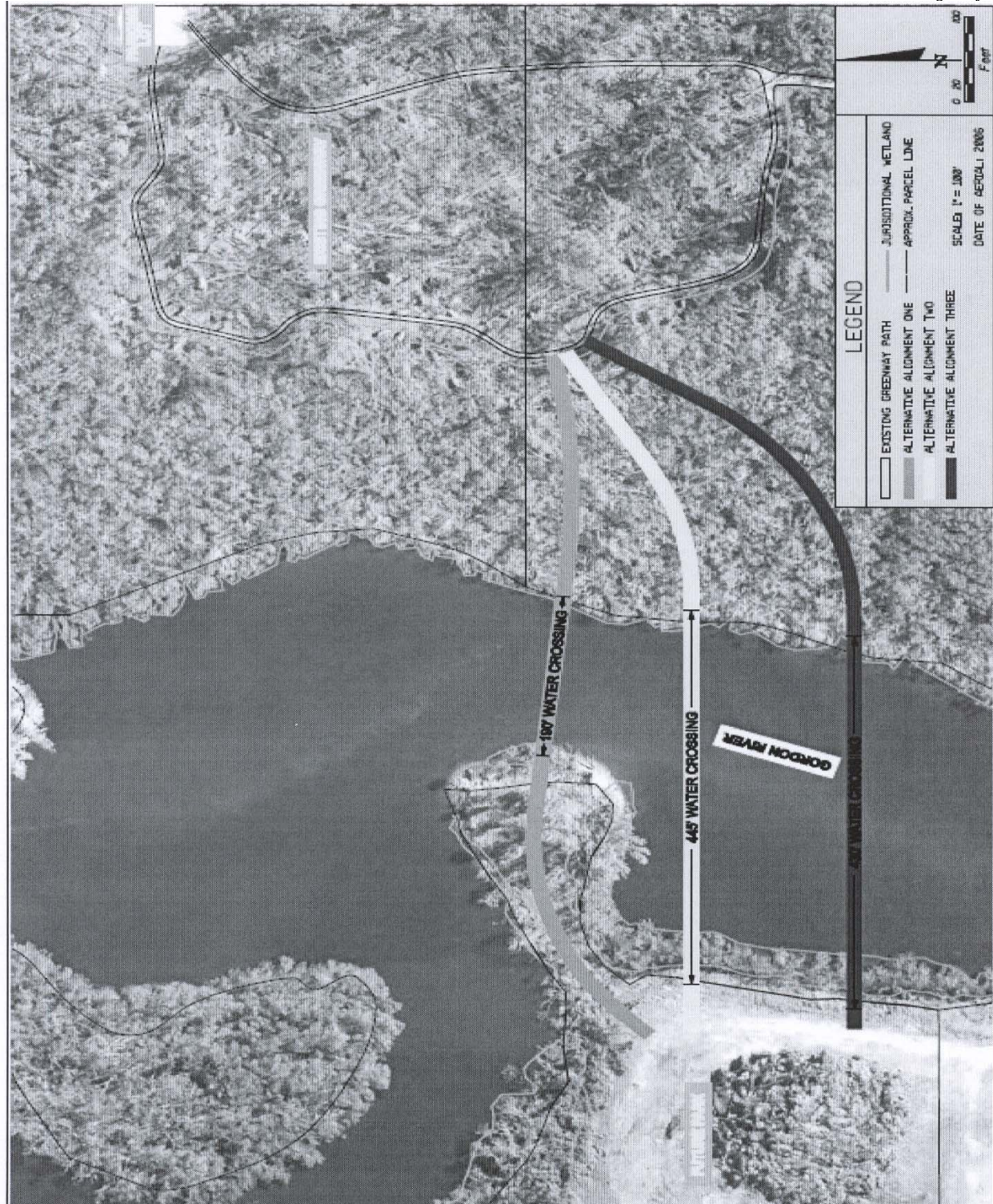


















MEETING OF MAY 5, 2008 - AGENDA ITEM 12

SUBMITTED BY CITY MANAGER A. WILLIAM MOSS

RECOMMENDATION:

Discuss proposal submitted by Council Member Willkomm to amend Section 2.4 of the City Charter--Presiding Officer; Mayor; Vice Mayor

BACKGROUND:

During the Regular City Council Meeting of April 18, 2008, Council Member Willkomm proposed, and City Council agreed, to discuss a proposed amendment to Section 2.4 of the City Charter, titled Presiding Officer; Mayor; Vice Mayor. More specifically, the proposal was to address the Charter language pertaining to the following: *"The Vice Mayor shall, in the absence or disability of the Mayor, have all the powers and prerogatives and shall perform all the duties of the Mayor."* Council Member Willkomm proposed that the term "absence" be specifically defined to mean when not present within the borders of Collier County.

Chapter 166.031 Florida Statutes-Charter Amendments, states:

- (1) The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.

A primary election is scheduled for August 26, 2008, and the next general election is scheduled on November 4, 2008. While a Charter Amendment referendum can be scheduled for either election, most agree the general election will have a higher voter participation. In order to schedule a proposed Charter amendment, City Council must agree to the proposed language, adopt an ordinance calling for the election, initiate preclearance of the referendum by the U.S. Department of Justice (at least 60 days in advance), develop an educational strategy to inform the electors of the proposed amendment, and appropriate funds for the educational campaign (approximately \$10,000). Additional election expenses will be minimal if the referendum election coincides with the primary or general election.

While it is not unusual to have a single issue Charter amendment, most Charter referendums deal with a more substantive issue or multiple proposed amendments. City Council may deem it more appropriate to consider appointing a Charter Review Committee to review and recommend amendments. This review could include: form of government (strong mayor, council/manager, commission), term of office, number of council members, nominations and elections, planning and zoning (building height in commercial zoning districts), administrative departments, and initiative and referendum proceedings.

An alternative to a Charter amendment is the development of a consensus as to the term "absence". With modern communication, it is unusual that a mayor, council member, or a staff member will be in a position where sufficient communication is not available for decision-making. Rather than viewing absence as "a state of being away", absence could be interpreted as a state in which communications are insufficient to fulfill the responsibilities of the office. This may include travel out of the country or to remote areas where communication is not possible, or to any situation in which an immediate decision is required, but communication is not possible. The City Attorney believes the latter interpretation prevailed during the past two administrations.

This subject matter is presented for discussion and further action if deemed appropriate.



**TO:** A. William Moss, City Manager  
**THROUGH:** Bob Middleton, Acting Public Works Director *Bob Middleton*  
**FROM:** Gregg R. Strakaluse, Engineering Manager  
**DATE:** April 25, 2008  
**SUBJECT:** Traffic Calming: Follow-up to April 14<sup>th</sup> Workshop  
Agenda Item #10

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Staff presented the City's Traffic Calming Program at the April 14th City Council Workshop. Following the workshop meeting, the City Manager advised that there may be a misunderstanding among Council Members as to what was approved by consensus. The purpose of this memorandum is to summarize the recommendation presented to City Council and affirm desired future direction.

The presentation included an overview of the process by which traffic calming is evaluated and implemented. As presented, there is a lengthy process of collecting and evaluating traffic data as well as working with property owners and neighborhood associations. There is also a progressive approach to implementing traffic calming solutions that start with enforcement, warning and informational signage, regulatory signage (speed limit changes, one-ways, etc.), and then potentially geometry changes in the roadway. Solutions that involve physical changes in the roadway require a neighborhood petition that has been approved by a majority of the residents and then City Council approval on the specific traffic calming design approach and costs to construct.

As presented, staff currently has a handful of traffic calming projects in different stages of the process. At this time, staff has one petition for the construction of a chicane (off-set intersection) to address speeding that speed studies continue to show is a problem, regardless of enforcement and regulatory signage. The petition has been approved by a majority of residents. This petition and a more complete description of the project will be presented to City Council in June 2008 for consideration prior to implementation.

While there is much discussion about high traffic volumes on Crayton Road, it is important to note that Crayton Road is a designated collector road (as identified in the Comprehensive Plan). 2-lane collector roads are expected to carry around 10,000 vehicles per day. Most importantly, there is not an existing petition, signed by a majority of the residents, for a specific traffic calming solution on Crayton Road. Staff has been very active in collecting and evaluating traffic data on a continuous basis. Attached is a spreadsheet of traffic data that clearly shows a decreasing trend (17% decrease) in volume over the past three years. Along with collecting and evaluating data, staff has participated in the North Naples Traffic Consortium and, based on input from this group, taken the following actions over the years:

1. Coordinated with the Naples Police & Emergency Services Department on special enforcement programs that are intended to deter speeders and stop sign violators;
2. Installed decorative brick paver cross-walks to improve pedestrian safety;
3. Installed speed and warning signage along Crayton Rd.
4. Continuously reassessed traffic signal timing to reduce traffic congestion and create gaps in traffic to accommodate side street friction (a.k.a. driveways and intersecting streets).

As part of staff's June 2008 Council package for the S. Golf Drive chicane, staff will also include the following actions for consideration:

1. Continue to collect and analyze speed and volume data on: Crayton Road, West Blvd, Neapolitan Way, Park Shore Drive, Old Trail Drive, 21<sup>st</sup> Ave South;
2. Step up police enforcement programs on Crayton Road;
3. Install additional crosswalks and wheel chair ramps along Crayton Rd;
4. Continue to assess traffic signal timing at Crayton Rd and Park Shore Dr.
5. Continue to work with the North Naples Traffic Consortium and other neighborhood associations;
6. Installation of a chicane at South Golf Drive and 3<sup>rd</sup> St North;

## TRAFFIC DATA PEAK SEASON

April 2008

CITY STREET	2006 ADT/PEAK HOUR	2007 ADT/PEAK HOUR	2008 ADT/PEAK HOUR
West Boulevard	6,217/628	5,733/571	5,080/523
Neapolitan Way	8,451/793	7,795/751	7,797/699
Parkshore Drive	18,821/1679	17,516/1,598	16,583/1,540
Crayton Road	11,237/1,081	10,498/1,013	9,366/895



## **IRRIGATION WATER AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 200\_, by and between the CITY OF NAPLES (the “CITY”) and \_\_\_\_\_ (the “CUSTOMER”).

WHEREAS, policies of the federal, state, water management district, governments and of the CITY are in support of providing adequate and reliable disposal facilities for treated wastewater effluent and supplemental water resources (referred to in this Agreement as “irrigation” water, but also generally referred to as “reclaimed”, or “reuse” water) provided to the CUSTOMER by the CITY for use of the CUSTOMER in lieu of use of potable water; and

WHEREAS, CUSTOMER is desirous of obtaining from the CITY irrigation water as a resource for approved uses located only upon the real property described in Exhibit A, which is attached to and incorporated into this Agreement (the “Property”);

NOW, THEREFORE, the parties agree as follows:

1. CUSTOMER REPRESENTS AND WARRANTS RECORD OWNERSHIP. CUSTOMER has requested that the CITY provide available irrigation water to CUSTOMER. CUSTOMER hereby represents and warrants to CITY that CUSTOMER constitutes all individuals and entities that are record owners of the Property and that the person executing this Agreement has the authority to bind CUSTOMER.
2. ~~MINIMUM TAKE OR PAY QUANTITY; TERM. CUSTOMER agrees to accept from the CITY, and irrespective of actual usage, to pay for the number of Gallons Per Day of irrigation water specified in Exhibit A, for approved use for an initial period of 5 years from the effective date of this Agreement.~~ TERM. The CITY will, in good faith, make available to the best of its ability an adequate supply and quality of reclaimed water at all times. However, no guarantees can be provided due to circumstance beyond its control. This Agreement may be extended for up to 3 successive 5 year periods. The maximum number of years, including the initial period and the successive periods is 20 years. The methodology for obtaining an extension of either the initial period or any successive period is that either party may request the extension by notifying the other party of such request at least 180 days prior to the termination date of the initial or successive period. The other party shall notify the requesting party of its acceptance or rejection of the request within approximately 90 days before the end of the applicable period. Otherwise this Agreement shall be terminated.
3. For the duration of this Agreement, the CITY (subject to having such extra irrigation water available for delivery to the Property as such month-to-month availability is determined by the CITY), will attempt to supply additional irrigation water to the Property at the rates referred to in Paragraph 9 below.



4. **QUALITY AND USE OF IRRIGATION WATER.** The irrigation water shall be supplemental water resources and/or wastewater effluent that has been treated for irrigation use to the standards now and hereafter required by the Florida Department of Environmental Protection. CUSTOMER shall accept the irrigation water delivered by the CITY and use it only on the Property always in full compliance with then applicable local, state and federal rules and regulations. Except for normal and customary irrigation use this water may incidentally be sprayed into the lakes, ponds, ditches and sloughs on the Property. No such water shall be discharged into the surface waters of the State of Florida without written authorization from the South Florida Water Management District and the Department of Environmental Protection, or the CITY, as applicable. CUSTOMER shall take reasonable precautions, including signs, labeling and color-coding to prevent confusion between irrigation water and other water sources downstream of the point of delivery.
5. **POINT OF DELIVERY DEFINED.** The point of delivery of irrigation water shall be where the irrigation water passes to CUSTOMER's property or other location as may be agreed to by the parties. CITY shall own, operate and maintain the irrigation water distribution system and shall be deemed to be in possession and control of the irrigation water only upstream of the point of delivery. The CUSTOMER shall own, operate and maintain the irrigation water distribution system and related lake storage or other facility, and shall be deemed to be in possession and control of the irrigation water downstream of the point of delivery.
6. **CITY RESPONSIBILITIES UPSTREAM OF THE POINT OF DELIVERY.** The CITY shall be responsible for the design, construction, permitting, financing of all costs and placing in operation the irrigation water delivery system up to the point of delivery, and the CITY shall bear all costs of operation and maintenance of the irrigation water delivery system only up to the point of delivery.
7. **CUSTOMER RESPONSIBILITIES DOWNSTREAM OF THE POINT OF DELIVERY.** Except to the extent, if any, clearly and expressly specified in the Special Provisions Paragraph in this Agreement to the contrary, CUSTOMER shall take full responsibility for the design, construction, permitting, financing of all costs and placing in operation the irrigation water delivery system downstream of the point of delivery. The CUSTOMER shall bear all costs of operation and maintenance of the irrigation water delivery system downstream of the point of delivery.
8. **STANDARD OF MAINTENANCE.** CUSTOMER shall maintain all irrigation water distribution facilities downstream of the point of delivery at current and then existing standards equal to the maintenance standards for comparable utility facilities maintained by the CITY.
9. **RATE TO BE CHARGED FOR IRRIGATION WATER.** For having available and/or furnishing the irrigation water, ~~and subject to the MINIMUM TAKE OR PAY QUANTITY set out in Paragraph 2,~~ the CITY shall charge and



CUSTOMER shall pay the rate provided in the City's Appendix A-Fees and Charges Schedule rate schedule for irrigation (reclaimed or reuse) water Bulk Customers. The CITY reserves the right to adjust the rate from time to time as needed, including without limitation annual automatic rate increases. ~~If the rate is increased by more than 10% in any year from the prior year's rate CUSTOMER may terminate this Agreement, by providing written notice within 90 days after the effective date of the notification of the proposed increase. The termination will be effective 90 days after receipt by the CITY of the notice of termination as long as the CUSTOMER timely pays the increased rate during this period. Otherwise, this Agreement shall remain in effect at the new rates until normal termination date.~~

10. BILLING. Subject to the terms and conditions of this Agreement, the CITY shall invoice CUSTOMER for services on a periodic (normally bi-monthly or monthly) basis in accordance with billing cycle meter readings, calculated charges and other applicable service fees. The invoice shall include the billing period of service, the amount of irrigation quality service flows as metered and billed, the applicable rate(s) for that service, ~~which may include the MINIMUM TAKE OR PAY QUANTITY set out in Paragraph 2,~~ the total dollar and cents amount of the invoice, contact telephone number for questions regarding the invoice. CUSTOMER shall deliver payment to the CITY in full based upon the invoice amount by the due date of the invoice from the CITY. If payment is not received by the CITY by the due date on the invoice after CUSTOMER's receipt of the invoice, CUSTOMER may be liable for the payment of any penalties on the outstanding balance as established from time to time by the CITY, which penalty charges being the same as those applied to all other customers of the CITY as established by City Ordinance or Resolution. The charging of penalties shall not extend the due date for any payment and any failure to pay may be considered a default under the terms of this Agreement. If there is no applicable provision in City regulations, the account shall become delinquent if unpaid in full within 30 days after the end of the prior monthly billing period, whether or not an invoice has been received. The irrigation water service from the CITY to CUSTOMER can also be disconnected when any payment is delinquent, or as otherwise provided in Article VI of Chapter 30 of the City Code.
11. UNPAID FEES ARE A STATUTORY LIEN. The CUSTOMER acknowledges that if the fees, rates or charges of the facilities provided for under this Agreement become delinquent, any unpaid balance and all interest accruing thereon shall be a lien on the affected property pursuant to law.
12. IRRIGATION WATER AVAILABILITY. The CITY will make a diligent effort to make available to CUSTOMER the agreed upon minimum quantity of irrigation water.
13. CUSTOMER EMERGENCY SITUATIONS. In the event of an emergency, as defined below, CUSTOMER shall notify the City Manager or designee and

request that pumping of irrigation water temporarily cease. Such notice shall be in writing where circumstances permit and, in the event of an immediate emergency, such notice may be by telephone with subsequent written confirmation. It is understood by both parties that CITY anticipates that it can assist CUSTOMER with the storage and non-delivery of irrigation water for a period not to exceed 3 days in such an emergency situation. Such storage of irrigation water, however, shall be subject to the rules, regulations and directives of the Department of Environmental Protection. Emergencies shall include but are not limited to:

- (a) Weather conditions such as hurricanes, floods or unseasonably excessive rainfall that make it impossible for CUSTOMER to accept irrigation water.
- (b) Short term equipment or material failure, making it impossible for CUSTOMER to store or distribute the irrigation water.
- (c) An act of God that makes it impossible for CUSTOMER to accept, store or distribute the irrigation water.

14. NOTIFICATIONS . Those representatives who shall be notified in the event of an emergency and of any other matters pertaining to this Agreement are as follows:

(a) FOR THE CITY:

1. City Manager  
735 Eighth Street South  
Naples, Florida 34102  
(239) 213-1030.

2. City Utilities Director  
380 Riverside Circle.  
Naples, Florida 34102  
(239) 213-4745

(b) FOR THE CUSTOMER

\_\_\_\_\_  
\_\_\_\_\_  
(239) \_\_\_\_\_ - \_\_\_\_\_

The CITY and the CUSTOMER may change the above mailing address and/or phone numbers at any time upon giving the other party written notification, return receipt requested, by U.S. Mail.

If and when emergency situations occur, the CITY shall try to notify CUSTOMER by telephone and try to promptly follow up with a letter stating the nature of the emergency and the anticipated duration.



15. CITY NOT LIABLE. CUSTOMER shall not hold the CITY liable for failure to deliver irrigation water if a reasonable situation preventing such delivery exists or for delivery of water that is not of sufficient quality. Such situations shall include, but not be limited to:
  - (a) A lack of irrigation water due to a loss or lack of flow to the treatment plant or due to process failure.
  - (b) Contamination in the irrigation water making it unusable for approved uses, including without limitation, excessive chloride levels.
  - (c) Equipment or material failure in the irrigation water delivery system, including storage and pumping.
  - (d) An act of God that makes delivery of irrigation water by the CITY not reasonably feasible or impossible.
  - (e) Other plant upsets caused by mechanical or a biological process that would prevent delivery of irrigation water to the system.
16. EXCUSE FOR PERFORMANCE BY GOVERNMENTAL ACTS. If for any reason during the term of this agreement, local, state or federal governments or agencies shall fail to issue necessary permits, grants necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of irrigation water, to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and the parties hereto in conformity with such permits, approvals, or requirements shall negotiate a new agreement, if possible. However, nothing shall require CUSTOMER or CITY to accept any new agreement if it substantially adds to its burdens and obligations hereunder.
17. CUSTOMER'S RIGHT TO TERMINATION; AGREEMENT RUNS WITH LAND. The CUSTOMER shall have the right to terminate this agreement if the CITY continually fails to deliver irrigation water (subject to the exemptions specified in paragraph 15). The CUSTOMER shall have the right to sell, transfer or encumber the PROPERTY, except that written notice of any proposed sale or transfer must be given to the CITY at least 30 days prior to sale or transfer. So long as use of the PROPERTY shall substantially continue to be for the purposes intended by this Agreement, any subsequent party in interest shall be obligated to pay in accordance with the take or pay provision, as well as receive and use the specified minimum quantity under the same terms and conditions of this Agreement unless modified by mutual consent of the CITY and the buyer, of transferee, or successor in interest to the CUSTOMER.

18. **CITY'S RIGHT TO TERMINATION.** The CITY shall have the right to terminate this Agreement if the CUSTOMER fails to accept irrigation water under the conditions described herein, or if performance is prevented by third party litigation, or if the CUSTOMER is or reasonably appears to be irresponsibly or illegally disposing of or using the irrigation water, or if any other event beyond the control of the CITY prevents performance, or if the CUSTOMER fails to pay delinquent fees, rates or charges for the services and facilities provided for under this Agreement.
19. **ACCESS.** The CITY shall have the right, but not the duty, to enter upon the Property of the CUSTOMER to review and inspect at reasonable times the practices of CUSTOMER with respect to conditions agreed herein and/or to maintain, repair, replace, relocate or otherwise deal with the system. Such entry shall also be for the purpose of review of the operation of the irrigation water system, for inspection of distribution mains and appurtenances, and for sampling at any monitoring well located on the property of the CUSTOMER. CUSTOMER may have a representative accompany the CITY's personnel. After reasonable notice to CUSTOMER, the CITY shall have the right, but not the duty, to enter upon the Property to correct any maintenance deficiencies and charge the CUSTOMER all of the expenses of correction.
20. **LIMITATION OF LIABILITY; ELECTION OF REMEDY; INDEMNIFICATION.** CUSTOMER acknowledges that the irrigation water, due to its chemical composition, may not be compatible for irrigation on certain susceptible vegetation. CUSTOMER agrees that CITY shall not be held liable for damages that may occur to vegetation or for any other damages that may occur due to the use or acceptance of the irrigation water. The CUSTOMER may elect to accept and pay for the water, which constitutes a waiver of liability; or to refuse to accept the water in which case the sole remedy for the CUSTOMER shall be termination of this Agreement. In no event shall the CITY be liable for consequential damages or expenses or attorney's fees of CUSTOMER. The CUSTOMER shall hold harmless and defend the CITY and its agents and employees from all suits and actions, including attorney fees and all costs of administrative proceedings, litigation or judgments, including any appeals, of any name and description arising out of or incidental to this Agreement.
21. **DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This agreement is solely for the benefit of the formal parties hereto, and their successors in interest, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto.
22. **SEVERABILITY.** If any court finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are



not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

23. LAND USE APPROVALS. This Agreement shall not be construed as a basis for either granting or assuring or indicating, or denying, refusing to grant or preventing any future grant of land use zoning approvals, permissions, variances, special exceptions or any other rights with respect to the real property in the approved uses area.
24. APPLICABLE LAW. This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, all then applicable provisions of the Florida Administrative Code, and the then current City Reclaimed/Irrigation Water Ordinance or its successors in function.
25. RECORDATION. This Agreement may be recorded in the Public Records of Collier County, Florida.
26. ASSIGNMENT. Assignment or transfer of the CUSTOMER's rights or obligations under this Agreement is prohibited without prior written consent of the CITY. Any attempt by CUSTOMER to assign or otherwise transfer this Agreement shall be null and void.
27. BINDING EFFECT. This Agreement shall be binding upon the parties, their successors and assigns.
28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter referenced herein. Any amendment hereto shall be in writing duly executed by the parties, or their successors in interest to the Property. Each amending Agreement shall clearly and specifically refer to this Agreement by title and date. E.g., "First Amendment to that Agreement for Delivery and Reuse of Irrigation Water, which commenced on the \_\_\_\_\_ day of \_\_\_\_\_ between the CITY and CUSTOMER.
29. DISPUTE RESOLUTION. Any disputes of a material nature under this Agreement shall be resolved in the following order: 1. Formal meeting between the parties within 15 days after notification of dispute. 2. Mediation before a qualified mediator appointed by the Chief Judge of the 20<sup>th</sup> Judicial Circuit, to be held within 60 days after notification of dispute. 3. Arbitration, under the Florida Arbitration Code, before qualified arbitrator appointed by the said Chief Judge, to be held within 60 days after impasse at mediation. The mediator and arbitrator may be the same person if so appointed. The dispute resolution process shall not take more than 90 days after the notification of dispute unless waived by both parties. Each party will bear 1/2 the cost of a mediator or arbitrator. Each party shall bear the expense of its own attorneys, experts and representatives.

30. SPECIAL PROVISIONS: \_\_\_\_\_ (If any) \_\_\_\_\_

IN WITNESS WHEREOF, the parties have subscribed their hands and seals for the day and year first above mentioned.

WITNESSES:

CUSTOMER:

CUSTOMER

a Florida \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

Print Name: \_\_\_\_\_

\_\_\_\_\_  
(Print Name: \_\_\_\_\_)

Title: \_\_\_\_\_

STATE OF FLORIDA     )  
  )    ss  
COUNTY OF COLLIER    )

I HEREBY CERTIFY that on this day, before me, an office duly authorized in the state and county aforesaid, take acknowledgments, personally appeared \_\_\_\_\_. He ( ) is personally known to me, or ( ) produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal I the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2008.

(SEAL)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ATTEST:

Tara A. Norman, City Clerk  
Approved as to form and

CITY OF NAPLES

By: \_\_\_\_\_

Legal sufficiency:

A. William Moss,  
City Manager

\_\_\_\_\_  
City Attorney  
552944\_02\_016763\_0001

**EXHIBIT “A”**

**PROPERTY NAME AND ADDRESS:**

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**PROPERTY DESCRIPTION**

**(TYPE HERE OR ATTACH AS EXHIBITA-1)** \_\_\_\_\_

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**ACREAGE**

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**GALLONS PER DAY**

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**TO:** A. William Moss, City Manager  
**FROM:** Russ Adams, CRA Executive Director  
Dave Lykins, Director of Community Services  
**DATE:** April 28, 2008  
**SUBJECT:** Impact of Special Events and Street Closures  
On City Infrastructure and Services - Agenda Item 9

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### **Overview**

Recently two related questions have been posed by City Council related to the size, number and frequency of special events:

- What is the short term impact of losing 119 parking spaces during construction of the new garage at 6<sup>th</sup> Avenue South and 8<sup>th</sup> Street South from June 2008 thru January 2009 given the high demand for parking of special events and the beginning of the 2008-2009 season.
- What is the larger impact of special events on the "carrying capacity" of our infrastructure and City services and the resulting sometimes negative impact on the quality of life in Naples for residents and visitors.

There are alternatives that can mitigate the loss of the 119 spaces, but this is only a near term symptom of a longer term question of when does the size, frequency, or number of, street closures, festivals, parades, concerts, etc., over tax the carrying capacity of City infrastructure and services.

This memorandum will attempt to better define the problem and explore possible solutions for the immediate future and the longer term.

### **Background**

The impact of special events conducted within the City of Naples has been periodically debated. However, there have been no successful remedies and conflicts continue to occur between residential, business and non-profit organization interests related to the staging, frequency, benefit, location and potential costs of special events, especially those hosted within the core downtown area of the City.

Numerous efforts to mitigate parking impacts have been previously attempted to relieve residential neighborhood concerns relative to use of public and in some cases private land that is not intended for parking. Events often become promoted destination activities that are seen as an inconvenience by those who rely on daily-uninterrupted access to various locations of



the City. Temporary directional signage provides some level of traffic assistance but has not been a consistent or long-term solution.

Determination of when an event becomes too big or is too frequent has not been clearly defined. As the outlying areas of Collier County become more populated, increased attendance at various events is in some instances challenging the ability of the infrastructure to accommodate the use.

Right-of-way parking impacts have, over time, received extra review consideration. Greater responsibility continues to be placed on event hosts to provide details about event parking prior to City Council consideration for approval, but no effective solution has been identified.

Prior discussions have revealed concerns about the simultaneous staging of events in close proximity to each other. While large events have occasionally been conducted simultaneously, these instances have been historically few in number. An example of an appropriate multiple event situation may be when a sidewalk sale or Patriotic Moment is being conducted on 5<sup>th</sup> Avenue South and a concert is scheduled in Cambier Park.

Maintaining a comprehensive event calendar continues to be a timing challenge because of staffing continuity from year to year within the event sponsoring organizations. Through City staff experience, most non-profit organizations experience some degree of change in leadership and event staffing that creates challenges and requests for City staff assistance in coordinating permit completion, review and submittal to City Council. Although each non-profit organization hosting an event within the City is well-meaning and may return a benefit to the community or the constituency they represent, the debate over event impacts often overshadows the positive aspects of the events.

The volume of annual citywide special event permit requests received since 2001 (some permit requests have multiple event dates):

- 2001 (207 permits)
- 2002 (169 permits)
- 2003 (173 permits)
- 2004 (175 permits)
- 2005 (150 permits)
- 2006 (157 permits)
- 2007 (200 permits).

The majority of events are scheduled between mid-November and May in an effort to capture seasonal population increases and tourism to maximize attendance and potential fundraising.

Annual requests for Cambier Park alone total about 118 events:

- 8 art shows
- 33 outdoor concerts
- 5 walks/runs
- Numerous free movie nights, small fundraisers, etc.
- 52 annual outdoor church services conducted by Celebration Community Church (Conditional Use Petition 05-CU1- Resolution 05-10727 for a period of 5 years beginning November 16, 2005 and ending November 15, 2010)

### Financial Assistance

Community Services receives requests from various non-profit organizations asking for either "Financial Assistance" or a waiver of public property and park use, rentals, booth and security fees for special events and fundraising activities. City Council has previously defined and limited "Traditional Community Events" that are exempted from rental or use fees as (1) Swamp Buggy Parade/Event; (2) Great Dock Canoe Race; (3) City of Naples 4<sup>th</sup> of July Parade/Fireworks; (4) Collier County NAACP Martin Luther King Parade/Activities; (5) City of Naples Christmas Parade; (6) Naples Art Association National Art Fest.

Historically, written "Financial Assistance" requests have been considered on behalf of Charitable, Non-Profit, Civic or Governmental Organizations possessing a 501(c) status as defined by the IRS. This procedure applies to event requests that are determined by the City Council to be of benefit to the Community at large, wherein the costs of NPFD police or fire labor costs, required by the City, prohibit the staging of the event by creating a financial hardship to the petitioning organization. Private, Commercial or For-Profit establishments or organizations will not qualify for financial assistance consideration. Financial assistance requests are limited to no more than 50% of the City labor costs required by the City NPFD or Community Services to stage an event, up to a maximum of \$500 for a single event. Costs that must be absorbed by the petitioner include, but are not limited to, barricades, port-o-lets, park facility rental use fees, banners, signs, food, insurance, generators, bait, custodial assistance or supplies, garbage bags/containers, sound equipment, etc. The Traditional Community Events, listed in the preceding paragraph have historically received full sponsorship from the City through complete underwriting of all event staging and implementation costs.

### Permit Fees

Permit fees are \$50.00 per event application. They are charged to each petitioner for the submittal of a special events permit. Application fees are not waived and are non-refundable.

Supplemental to the initial permit application fee, events promoted, comprised and staged as art shows, conducted or hosted on public property, either within City Parks, or on public City streets, are assessed an additional impact use fee based on \$10 per booth or vendor. Revenue derived from this fee is returned to the financial assistance account for future distribution to non-profits or charities requesting future assistance from the City. Revenue generated each fiscal year from Booth Fees since inception of this fee in 2004 is as follows:

- Oct. 04 – Sept. 05 \$6,760
- Oct. 05 – Sept. 06 \$14,380
- Oct. 06 – Sept. 07 \$20,620
- Oct. 07 – to date \$20,470.

## **Potential Solutions**

### **Near Term Loss of 119 Spaces During Garage Construction**

The City Parking lot at 6<sup>th</sup> Avenue South and 8<sup>th</sup> Street South will be closed for the construction of the new garage for the beginning of the 2008 season. Even with the delayed start, there is the expectation that the garage will be ready for parking cars in the January 2009 timeframe. The finishing work may extend into February.



### Special Events

Between September 2008 and January 2009, 45 special events have been requested within the 5<sup>th</sup> Avenue South/Cambier Park area excluding Sunday morning use of the Cambier Park Bandshell by Celebration Church.

- September 5 (3 on 5<sup>th</sup> Avenue South and 2 in Cambier Park)
- October 9 (4 on 5<sup>th</sup> Avenue South and 5 in Cambier Park)
- November 12 (1 on 5<sup>th</sup> Ave. S.; 1 on 10<sup>th</sup> St. S.; 10 in Cambier Park/Park Street)
- December 13 (6 on 5<sup>th</sup> Avenue South and 7 in Cambier Park/Park Street)
- January 6 (6 in Cambier Park/Park Street)

### Reducing the Number or Size or Location of Special Events

When sponsoring organizations are asked about the possibility of reducing the number or size or relocation of special events between May and January, the initial response is uniform. They say that they make plans and commitments several months in advance to insure they can match event participants' availability with the availability of event space. Over the years a pattern of dates has emerged in which the various event sponsors are able to avoid some level of competition with each other. However, there is the possibility that if they do not consider long range planning some new event could be scheduled in their traditional time slot.

### Financial Impact

An additional supporting point typically made by sponsoring organizations is that the financial impact of special events, from May through January, is significant. There are 45 events scheduled during this period, but the Art Festival is one with an historical record of twenty years with some published statistics. Howard Allen's data indicates expenditures of \$40/ person and 30,000 attendees for the one Arts Festival held during this period. This amounts to about \$1.2 million into the City economy.

Accepting these arguments on face value, leads to two conclusions:

- The economic benefit is significant.
- Any change in the location or reduction in size would disrupt plans/commitments already made, so any changes to be made should be for the following season.

### Providing Alternative Parking

Since parking capacity, May through January is the central issue, alternative parking capacity to absorb the temporary loss of 119 spaces can probably be arranged.

There are 210 spaces that the CRA/City has leased for \$1 to accommodate special needs parking (See attached map):

- 60 spaces at 3<sup>rd</sup> Avenue South and 8<sup>th</sup> Street South owned by WR Development. The lease term runs through August 31, 2008.
- 150 spaces at 3<sup>rd</sup> Avenue South and 10<sup>th</sup> Street South owned by Brompton Roads Partners. The term of the lease runs through May 31<sup>st</sup> and would have to be renewed through January 2008.

Both lots are within reasonable walking distance of Cambier Park and 5<sup>th</sup> Avenue South.

- The 3<sup>rd</sup> Avenue South and 8<sup>th</sup> Street South lot is 2 blocks from 5<sup>th</sup> Avenue South and 2 ½ blocks from Cambier Park.
- The 3<sup>rd</sup> Avenue South and 10<sup>th</sup> Street South is 4 Blocks from 5<sup>th</sup> Avenue South and 4 ½ blocks from Cambier Park (see attached map).

With effective signage, visitors can be easily directed to these lots which will tend to keep visitors from venturing further west or south to park in residential neighborhoods.

### **Long Term Impact on Carrying Capacity and Quality of Life**

For the purposes of this discussion, carrying capacity is defined as the limits of City infrastructure and services to cost effectively maintain the quality of service and prevent deterioration of quality of life for Naples citizens and visitors.

#### Infrastructure

As in the short term, the principal infrastructure issue in the longer term is parking. For smaller local events, there is generally sufficient parking. However, as the events grow larger, visitors resort to “fairgrounds” parking – parking on any paved, unpaved or grass surface that is available. Often there is no signage in these areas prohibiting parking. Depending on the size of an event and its proximity to residential areas, the “fairground” parking extends to the residential neighborhoods, where it is generally not welcomed.

To put into perspective the impact of the carrying capacity for parking, it is helpful to look at the total parking available vs. the demand of one of the three major art shows. It is reported that each of these shows has about 15,000 attendees per day. Assuming that peak attendance during the day reaches 5,000\* and that there are 2.5 attendees per car, parking spaces required could reach 2,000. A study of 5th Avenue South in 2005 sets the total number available from public and private lots at 1,912 spaces. During 5<sup>th</sup> Avenue South street closures this would be reduced by 335 on-street spaces or down to 1,577 spaces. This would mean nearly 500 cars that would find parking spaces outside of the district. This number is probably low since many of the private spaces may not be available.

The new garage will help by adding a net gain of 220 spaces.

*\* It is not unusual for a single concert in Cambier Park to draw 5,000 people*

#### Services

The larger events can also overwhelm the City's ability to pick up trash and prevent landscaped areas from being trampled. This brings into question the adequacy of the fees charged to pay for overtime and repairs. Certainly the economic benefit described earlier must also be considered as a kind of indirect fee.

#### Small vs. Large Events

Unfortunately, we do not have a way of measuring events in advance in terms of when does the size of the event or several events together, exceed our carrying capacity. The staff knows through experience that a *large* event will exceed our “carrying capacity”, by pushing parking into residential neighborhoods and on unauthorized surfaces and will cause damage to



landscaping but traditionally tolerated. So the question is how we can limit the impact of these larger events.

There are 67 large events that regularly exceed the local carrying capacity:

- Street Closures -34
- Temporary street closures (mostly parades) -7
- Cambier Park large art events (over 2,000 attendance) – 1 (Naples National Art Show)
- Cambier Park Large Concerts (3,000-5,000 attendance)- 25

Scheduling challenges unique to Cambier Park include continuous conduct of Naples Art Association operational programs and parking needs competing with Girl Scout Building uses, Cambier Park Softball Field Seasonal uses, Tennis Center uses and parking needs. All of these are in addition to requested special event uses.

#### Financial Impact

The available estimates for annual revenue generated by special events do not include events on 3<sup>rd</sup> Street South, or any estimate for expenditures of the 370,000 people who attend events other than the events on 5<sup>th</sup> Avenue South, but the estimated total is nevertheless impressive at \$4.8 million annually:

- 3 major art festivals with 30,000 attendees each spending \$40/person - \$3.6 million\*\*
- 4 smaller art festivals with 10,000 attendees each spending \$30/person - \$1.2 million\*\*\*

\*\*Howard Allen

\*\*\* Downtown Naples Association

#### Future Solutions

It is assumed that for the immediate future there is not much that can be done without causing significant scheduling issues, legal problems, or loss of much needed revenue for sponsoring organizations, so any changes would likely need to be implemented after the 2008-2009 season.

Economic impacts from staging of events are significant and a clearly defined process for determining community value and benefit will need to be determined should policy direction be considered to reduce the citywide volume of special events.

It is clear that the most undesirable aspects of special events occur with “large” events. Therefore, the potential solutions described below will focus on “large” events.

#### Potential Solutions

There is a broad range of potential solutions to reduce the size or impact of special events. Considerations that might be combined into potential solutions are shown below:

- Develop remote special event locations including parking capacity
- Raise prices and/or reduce financial assistance -the lower the cost to sponsoring organizations the greater the demand will be for special events. Prices could be set on a sliding scale based on the size of an event which would tend to reduce the number of participants and the overall size of events

- With advanced notification, communicate to sponsoring organizations the need to reduce the size and/or impact of their events in order to continue to use Naples as the event venue
- Post no parking signs in areas not appropriate for parking supported with strict enforcement

Undoubtedly meeting with each sponsoring organization would provide even more approaches that might better balance the needs of the City and the sponsoring organizations.

### Recommendations

#### Short Term

- Establish an immediate moratorium on new special event applications
- Immediately provide and enforce remote parking for event participant trucks and trailers
- Extend the leases of ancillary parking lots as demonstrated within this report to be adjusted as necessary to cover the period of May 2008 through February 2009 to make up for the loss of the 119 parking spaces during construction of the new garage
- Renew Woman's Club parking lot lease to cover the time of the garage construction and the loss of 119 parking spaces
- Identify other potential parking lot leases... for example perhaps Saint Ann's school
- A temporary traffic sign program be coordinated with input from the Downtown Association, Third Street South Association, CRA Executive Director, City of Naples Streets and Traffic Engineer, Naples Police and Fire Department Staff - adopted and implemented to effectively guide visitors to legal parking lots when City streets are authorized for closure for community events.

#### Long Term

Establish a task team to be headed by CRA Executive Director and the Director of Community Services to meet with all of the sponsoring organizations to find ways to reduce the size and/or impact of special events. The goal would be to have solutions in place by the 2009-2010 season.

## 2008 Citywide Street Closure Requests

### **Fifth Avenue South Association Events with Street Closures – 2 day**

February 16 <sup>th</sup> , 2008	Ferrari Club Show Fifth Avenue South
March 29 <sup>th</sup> -30 <sup>th</sup> , 2008	Downtown Naples Art Festival
September 6 <sup>th</sup> -7 <sup>th</sup> , 2008	Downtown Naples Craft Show
October 18 <sup>th</sup> -19 <sup>th</sup> , 2008	Downtown Naples Art Festival
December 4 <sup>th</sup> , 2008	Christmas Walk
December 27 <sup>th</sup> -28 <sup>th</sup> , 2008	New Years Downtown Art Festival

### **Third Street South Street Closures – 1 day**

April 6 <sup>th</sup> , 2008	Garden of Hope & Courage Music Fest
November 24 <sup>th</sup> , 2008	Festival of Lights 3:00 pm to 10:00 pm

### **Park Street Closures – 1 day**

January 5 <sup>th</sup> , 2008	Art in the Park – Naples Art Association
February 2 <sup>nd</sup> , 2008	Art in the Park – Naples Art Association
March 1 <sup>st</sup> , 2008	Art in the Park – Naples Art Association
April 5 <sup>th</sup> , 2008	Art in the Park – Naples Art Association
November 1 <sup>st</sup> , 2008	Art in the Park – Naples Art Association
December 6 <sup>th</sup> , 2008	Art in the Park – Naples Art Association

Evenings on Fifth – January through December – one time monthly (12 per year)

*These events temporarily close Park Street from 5<sup>th</sup> Ave. S. to Cambier alleyway from 6:30 pm – 9:30 pm.*

### **8<sup>th</sup> Street South Closure – 2 day**

February 23 <sup>rd</sup> & 24 <sup>th</sup> , 2008	Naples National Art Show – Naples Art Association
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### **10<sup>th</sup> Street South Closure – 2 day**

November 29 <sup>th</sup> & 30 <sup>th</sup> , 2008	Renaissance Festival – Naples Art Association
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### **Temporary Street Closures – 5<sup>th</sup> Avenue South**

January 21<sup>st</sup>, 2008 - Dr. Martin Luther King, Jr. Parade

*This event closes street from 10:00 a.m. until 1:30 p.m. (event: 11:00 a.m. – 12:30 p.m.)*

March 15<sup>th</sup>, 2008 – St. Ann's/St. Patrick's Day Parade

*This event closes street from 10:00 a.m. until 12:30 p.m. (event: 11:00 a.m. – 12:30 p.m.)*

July 4<sup>th</sup> - City of Naples 4<sup>th</sup> of July Parade

*This event closes street from 8:00 am. until 1:00 p.m. (event: 10:00 a.m. – Noon)*

November - Naples High School Homecoming Parade

*This event closes street from 3:30 p.m. until 4:30 p.m. (event: 4:00 p.m. – 4:30 p.m.)*

December 9<sup>th</sup>, 2008 - City of Naples Christmas Parade

*This event closes street from 4:30 p.m. until 9:00 p.m. (event: 6:00 p.m. – 9:00 p.m.)*

### **Temporary Street Closure – U.S. 41**

October – Swamp Buggy Parade

*This event closes street from 8:00 a.m. until 1 p.m. (event 10:00 am - noon)*

### **Temporary Street Closure – Crayton Cove**

May 10<sup>th</sup>, 2008 – Great Dock Canoe Race

*This event closes easternmost portion of 12<sup>th</sup> Ave. S. & Crayton Cove parking area from 6:00 a.m. until 5:00 p.m. (event: 11:00 a.m. – 3:00 p.m.)*



The Street Closure Policy previously discussed with City Council and utilized by City Staff during event request review is as follows.

**City of Naples – Street Closure Policy**

*Effective Date: May 13, 1998*

1. All street closures must receive the approval of the City Council.
2. Street closures will be divided into two categories:
  - A. Those street closures with duration of four hours or less.
  - B. Those street closures greater than four hours in duration.
3. Category "A" closures may occur on the following streets:

U. S. 41	Homeowners Association Block Parties
Fifth Avenue South	Park Street between 5 <sup>th</sup> and 6 <sup>th</sup> Avenue South
Eighth Street South	Third Street South
Broad Avenue South	Fleischmann Blvd.
Crayton Cove	
4. Category "B" closures may occur on:

Fleischmann Blvd.	Fifth Avenue South
Third Street South between Broad Avenue and Fourteenth Avenue South	
Park Street	Eighth Street South

Closures of Fifth Avenue for Category "B" events will be limited in the following fashion:  
January 1<sup>st</sup> through Easter – Two (2) closures  
Easter through December 31<sup>st</sup> – Six (6) closures

An event may be for one or two day duration and will still be counted as one event, provided they are on consecutive days.
5. Closure of Fifth Avenue South for Category "B" events may occur only on Saturday, Sunday or a holiday.
6. Closure of Fifth Avenue for Category "B" events cannot occur on a more frequent basis than one closure per calendar month, with a minimum of two weeks between closures.
7. The Fifth Avenue South Area Association has the right to be the sponsor for six of the events resulting in Category "B" closures (one between January 1<sup>st</sup> and Easter and five between Easter to December 31<sup>st</sup>).
8. Closure of Eighth Street South for Category "B" events will be limited to one time per year, with the understanding that this closure cannot coincide with the closure of Fifth Avenue South.
9. Art shows may continue to use Cambier Park, but will be encouraged to use Fleischmann Park, or the downtown parking structure rather than Cambier Park.
10. Closure of Park Street from Fifth Avenue South to Sixth Avenue South and also the closure of the alley south of Fifth Avenue South between Park Street and Eighth Street South for Category "B" events, shall be limited to six such closures per year. These closures must be a minimum of two weeks apart, be limited to no more than one closure per month, and cannot occur at the same time Fifth Avenue South or Eighth Street South are closed for Category "B" events.

Cambier Park Special Events Policy previously discussed with City Council in 1997 and utilized by City Staff during event request review is as follows.

### **CAMBIER PARK SPECIAL EVENTS**

**Policy:** It is intended that the policy be flexible. Certain combinations of events will not cause a negative impact on the park. Other combinations will cause a negative impact. It is necessary that the Community Services Department staff have a flexible policy and authorization to interpret that policy. City of Naples Community Services Department sponsored events will have priority in scheduling.

**Art Events:** (Naples Art Associations, Naples Artcrafters and similar organizations.)

These events can be large or small. They can require considerable space, take only a few hours or two days. They generally require repetitive traffic in concentrated areas. These events should be divided into two categories:

1. **Large Art Events.** These events are those that:
  - a.) Have over 2,000 in attendance.
  - b.) Have between 25 and 100 tents or booths in Cambier Park, with an additional 100 booths permitted in 8<sup>th</sup> Street South, 8<sup>th</sup> Avenue South or Park Street following City Council authorization for such use.
  - c.) Last no more than one day (exception National Art Show).
    - Standard for Granting Permit:  
*Only one large art event will be permitted each month*
2. **Small Art Events.** These events are those that:
  - a.) Have no more than 2,000 in attendance.
  - b.) Have no more than 25 tents or booths.
  - c.) Last no more than one day.
    - Standard for Granting Permit:  
*Small art events will not be restricted on weekdays (Monday-Friday) when scheduling and space is available. Only one small art event may be permitted per weekend.*

**Concerts:** (Naples Concert Band, Royal Brass Orchestra and similar organizations.)

These events are generally large, but do not result in concentrated and reoccurring traffic that causes resource damage. Seating is generally distributed over a large area. Time of concert is 2-3 hours.

1. **Large Concerts.** These events are those that:
  - a.) Have between 3,000 and 5,000 in attendance.
  - b.) Have no more than two each weekend.
  - c.) Have concerts on Saturdays and on Sundays.
  - d.) Attendance will be regulated at City-sponsored concerts by pre-sales (when applicable); other event sponsors will be requested to consider all reasonable policies to control attendance.
2. **Small Concerts.** These events are those that:
  - a.) Have less than 3,000 in attendance per concert.
  - b.) Have no more than one concert on weekdays, during a given week.
  - c.) Have concerts on Saturdays and on Sundays.
  - d.) Attendance will be regulated at City-sponsored concerts by pre-sales (when applicable); other event sponsors will be requested to consider all reasonable policies to control attendance.
  - e.) Unless the schedule otherwise prohibits, staff may schedule additional concerts where anticipated attendance is under 500.
    - Standard for Granting Permit:  
*No more than two large concerts will be permitted each weekend, according to stated limitations. No more than one small concert will be permitted during weekdays (Monday-Friday) in any given week.*

**Festivals/Parades:** (Martin Luther King Celebration, Teddy Bear Fair, County Cultural Parade, 4<sup>th</sup> of July and similar organizations) Festivals and Parades vary in size, time, required support services and impact on the park.

- Standard for Granting Permit:  
*Festivals and parades will be restricted to one per weekend and only when a large art event is not scheduled.*

**Walks/Runs:** (March of Dimes, American Heart Association, Gulf Coast Runners, Naples Daily News Half Marathon and similar organizations) these activities vary in size and time in the park. They do not cause an undesirable impact to the park.

- Standard for Granting Permit:  
*Unless the schedule prohibits, these events will be unlimited.*

**Community Organizations:** (Girl Scouts/Boy Scouts, Veterans Groups, World Aids Vigil, Special Olympics, local business outings and similar organizations). Most of these organizations do not impact the park in an unfavorable manner. They should always be accommodated if schedule and support services permit.

- Standard for Granting Permit:  
*Unless the schedule prohibits, these events will be unlimited.*

**Other Considerations:**

- Staff may direct event organizers to use other City or County Parks.
- Those large event organizers that require extraordinary amounts of space and support service will be encouraged to consider the larger County Parks.
- Staff will urge event organizers to arrange for off-site parking away from the immediate Cambier Park area.



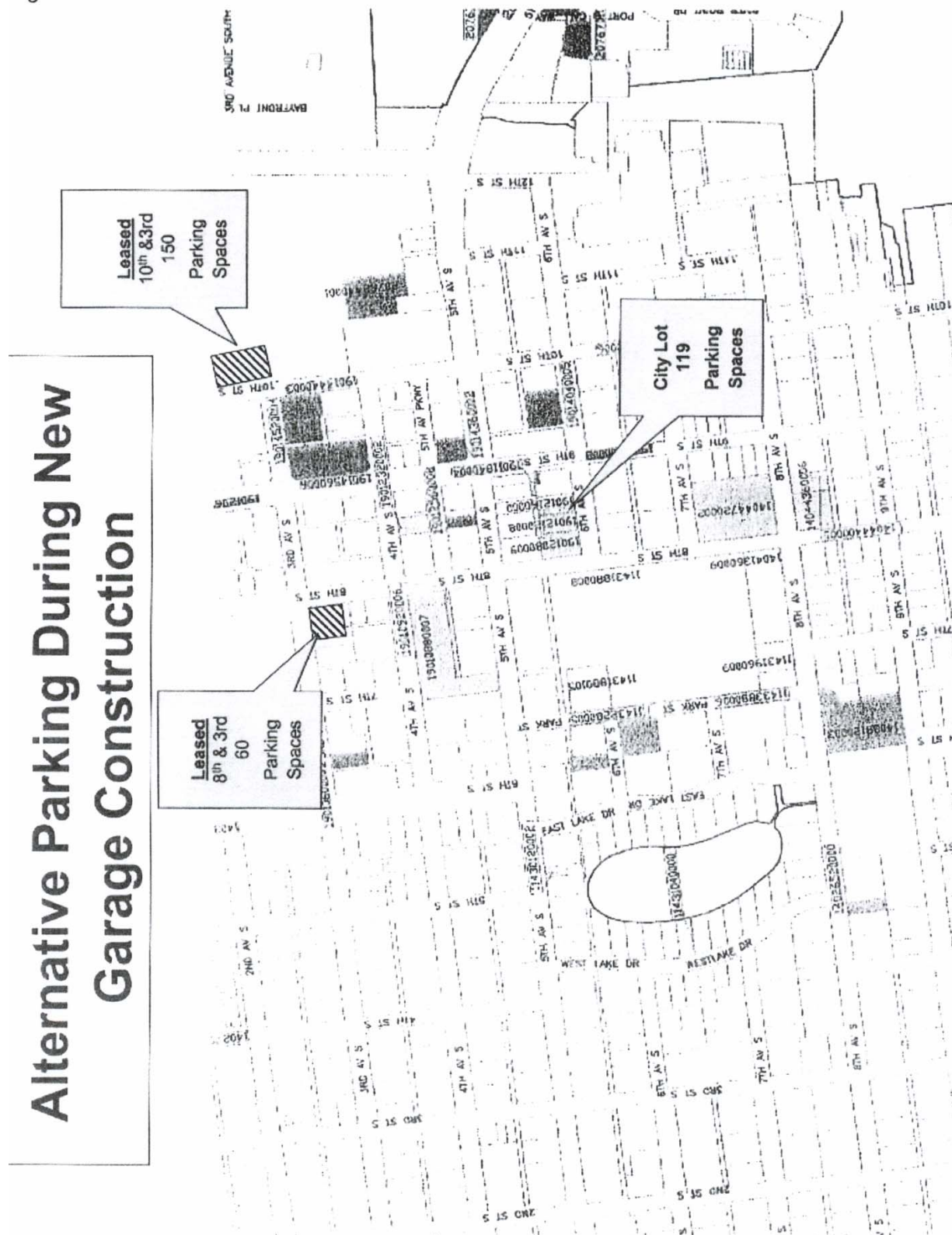
<b>EVENT PERMITS RECEIVED - NOT PROCESSED AS YET</b>			
<b>PETITIONER</b>	<b>DATE OF EVENT</b>	<b>TYPE OF EVENT</b>	<b>Location</b>
<b><u>JUNE 2008</u></b>			
Leukemia & Lymphoma	June 1, 2008	Concert/Family Fun Day	Cambier Park Bandshell
<b><u>SEPTEMBER 2008</u></b>			
Downtown Naples Assoc.	September 5, 2008	Sidewalk Sale	5th Avenue South
Downtown Naples Assoc.	September 6 - 7, 2008	Arts & Crafts Fair	5th Avenue South/Park St. to Alley
City of Naples	September 13, 2008	U. S. Navy Band Concert	Cambier Park Bandshell
City of Naples	September 27, 2008	Outdoor Family Movie	Cambier Park Bandshell
<b><u>OCTOBER 2008</u></b>			
City of Naples	October 12, 2008	Naples Daily News Jazz Band	Cambier Park Bandshell
Downtown Naples Assoc.	October 17, 2008	Sidewalk Sale	5th Avenue S. Sidewalks
Downtown Naples Assoc.	October 18-19, 2008	Fall Art Festival	5th Avenue S. /Park St. to Alley
City of Naples	October 19, 2008	Naples Philharmonic Orchestra	Cambier Park Bandshell
City of Naples	October 25, 2008	Outdoor Family Movie	Cambier Park Bandshell
City of Naples	October 26, 2008	Naples Concert Band	Cambier Park Bandshell
Downtown Naples Assoc.	October 31, 2008	Halloween Costume Party	5th Avenue South Sidewalk
<b><u>NOVEMBER 2008</u></b>			
City of Naples	November 2, 2008	Music Makers Concert	Cambier Park Bandshell
City of Naples	November 5, 2008	Shakespeare	Norris Center Amphitheatre
City of Naples	November 6, 2008	U. S. Navy Band Concert	Cambier Park Bandshell
City of Naples	November 8, 2008	Shakespeare	Norris Center Amphitheatre
City of Naples	November 9, 2008	Naples Daily News Jazz Band	Cambier Park Bandshell
City of Naples	November 12 & 13, 2008	Shakespeare	Norris Center Amphitheatre
City of Naples	November 16, 2008	Naples Concert Band	Cambier Park Bandshell
City of Naples	November 17-20, 2008	Shakespeare	Norris Center Amphitheatre
City of Naples	November 21, 2008	Opera Naples Concert	Cambier Park Bandshell
City of Naples	November 22, 2008	Outdoor Family Movie	Cambier Park Bandshell
City of Naples	November 23, 2008	Gulf Coast Big Band	Cambier Park Bandshell
City of Naples	November 24-26, 2008	Shakespeare	Norris Center Amphitheatre
Naples Art Association	November 29-30, 2008	Art Festival	10th St. S. & 3rd Ave. S.
City of Naples	November 30, 2008	Music Makers Concert	Cambier Park Bandshell
<b><u>DECEMBER 2008</u></b>			
City of Naples	December 1, 2008	Shakespeare	Norris Center Amphitheatre
City of Naples	December 3-4, 2008	Shakespeare	Norris Center Amphitheatre
Downtown Naples Assoc	December 4, 2008	Christmas Walk/Tree Lighting	Sugden Plaza and 5th Avenue S
City of Naples	December 5 & 6, 2008	Opera Naples Concert	Cambier Park Bandshell
City of Naples	December 7, 2008	Naples Concert Band	Cambier Park Bandshell
Downtown Naples Assoc	December 10, 2008	Tuba Christmas	Sugden Plaza
City of Naples	December 14, 2008	Naples Daily News Jazz Band	Cambier Park Bandshell
City of Naples	December 21, 2008	Gulf Coast Big Band	Cambier Park Bandshell
Downtown Naples Assoc	December 26, 2008	Sidewalk Sale	5th Avenue S. Sidewalks
City of Naples	December 27, 2008	Outdoor Family Movie	Cambier Park Bandshell
Downtown Naples Assoc	December 27-28, 2008	New Year's Downtown Art Fest	5th Avenue S. /Park St. to Alley

**City Council Workshop Meeting – May 5, 2008 – 8:28 a.m.**

*Attachment 10 / Page 13 of 14*

<b>JANUARY 2009</b>			
Naples Art Association	January 3, 2009	Art in the Park	Park Street & Woman's Club Lot
City of Naples	January 4, 2009	Music Makers Concert	Cambier Park Bandshell
Naples Artcrafters	January 10, 2009	Fine Art & Craft Show	Cambier Park
City of Naples	January 11, 2009	Naples Concert Band	Cambier Park Bandshell
City of Naples	January 18, 2009	Gulf Coast Big Band	Cambier Park Bandshell
City of Naples	January 25, 2009	Naples Daily News Jazz Band	Cambier Park Bandshell
<b>FEBRUARY 2009</b>			
City of Naples	February 1, 2009	Naples Concert Band	Cambier Park Bandshell
Naples Art Association	February 7, 2009	Art in the Park	Park Street & Woman's Club Lot
City of Naples	February 8, 2009	Naples Daily News Jazz Band	Cambier Park Bandshell
Naples Artcrafters	February 14, 2009	Fine Art & Craft Show	Cambier Park
City of Naples	February 15, 2009	Gulf Coast Big Band	Cambier Park Bandshell
City of Naples	February 20, 2009	Music Makers Concert	Cambier Park Bandshell
Naples Art Association	February 21-22, 2009	Naples National Art Festival	Cambier Park
City of Naples	February 22, 2009	Naples Concert Band	Cambier Park Bandshell
<b>MARCH 2009</b>			
Naples Artcrafters	March 7, 2009	Art in the Park	Park Street & Woman's Club Lot
City of Naples	March 8, 2009	Naples Concert Band	Cambier Park Bandshell
Naples Artcrafters	March 14, 2009	Fine Art & Craft Show	Cambier Park
City of Naples	March 15, 2009	Naples Daily News Jazz Band	Cambier Park Bandshell
City of Naples	March 22, 2009	Gulf Coast Big Band	Cambier Park Bandshell
City of Naples	March 27, 2009	Music Makers Concert	Cambier Park Bandshell
City of Naples	March 29, 2009	Naples Concert Band	Cambier Park Bandshell
<b>APRIL 2009</b>			
Naples Art Association	April 4, 2009	Art in the Park	Park Street & Woman's Club Lot
City of Naples	April 5, 2009	Naples Daily News Jazz Band	Cambier Park Bandshell
Naples Artcrafters	April 11, 2009	Fine Art & Craft Show	Cambier Park
City of Naples	April 17, 2009	Naples Concert Band	Cambier Park Bandshell
City of Naples	April 19, 2009	Gulf Coast Big Band	Cambier Park Bandshell
<b>MAY 2009</b>			
City of Naples	May 3, 2009	Naples Daily News Jazz Band	Cambier Park Bandshell
<b>OCTOBER 2009</b>			
Naples Artcrafters	October 24, 2009	Fine Art & Craft Show	Cambier Park
<b>NOVEMBER 2009</b>			
Naples Art Association	November 7, 2009	Art in the Park	Park Street & Woman's Club Lot
Naples Artcrafters	November 14, 2009	Fine Art & Craft Show	Cambier Park
<b>DECEMBER 2009</b>			
Naples Art Association	December 5, 2009	Art in the Park	Park Street & Woman's Club Lot
Naples Artcrafters	December 12, 2009	Fine Art & Craft Show	Cambier Park





## Alternative Parking During New Garage Construction



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**TO:** A. William Moss, City Manager  
**FROM:** Ann Marie S. Ricardi, Finance Director  
**DATE:** April 4, 2008  
**SUBJECT:** Balance Sheet for the CRA – Agenda Item 13

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Governmental Accounting is a special type of accounting. It's not a secretive club, but following the reporting methods is not always easy. The accounting reports are presented in compliance with the rules and guidance provided by the various accounting authorities.

Governmental Accounting focuses on funds. A fund is a fiscal entity with its own assets, liabilities, revenues and expenditures. "Proprietary" funds, such as the water/sewer or stormwater fund, have balance sheets like a business, with long term debt and physical assets. "Governmental" funds, such as the General Fund or the Building Fund, only show current assets and current liabilities, with their significant assets (i.e. buildings) and liabilities (i.e. loans) tracked in separate funds.

Councilmember Heitmann wanted to know about the long term assets and liabilities of the CRA. On our books, the CRA is treated like a governmental fund, with its balance sheet only showing its current assets and liabilities. Therefore, in the city's financial statements, you will not see the parking garage, the street sweeper, or police bikes on the balance sheet, nor will you see the parking garage/41-10 loan showing in the CRA. These assets and liabilities are showing in the city's long term assets and liability funds in accordance with generally accepted accounting procedures.

Contrary to that philosophy, interfund transfers are shown in the CRA. Therefore, the accounting reports of the CRA will show the outstanding balances for the interfund amounts owed to the General Fund, Stormwater Fund and the others.

Based on Councilmember Heitmann's request, attached is a balance sheet for the CRA using the Proprietary Fund format. This adds the long term debt and physical assets to the balance sheet presentation. This presentation is as of September 30, 2007.

**City of Naples  
Community Redevelopment Fund  
Proforma Balance Sheet, As of 9/30/07**

**380 COMMUNITY REDEVELOPMENT FUND**

	<b>DEBITS</b>	<b>CREDITS</b>
<b>ASSETS:</b>		
104.00-00 CURRENT ASSET / EQUITY IN POOLED CASH	5,359,288.44	
105.01-00 CASH CLEARING ACCOUNT / CASH	0.00	
105.04-00 CASH CLEARING ACCOUNT / INVESTMENTS	15,955.52	
105.06-00 CASH CLEARING ACCOUNT / DUE FROM OTHER FUNDS	0.00	
115.01-00 ACCOUNTS RECEIVABLE / MISC. RECEIVABLES	0.00	
121.03-01 REDEVELOPMENT ASSESSMENTS / 2ND AVE NORTH	0.00	
121.03-02 REDEVELOPMENT ASSESSMENTS / 4TH AVE NORTH	0.00	
132.38-12 REDEVELOPMENT FUND / TENNIS FACILITY	0.00	
133.00-00 RECEIVABLES / DUE FROM OTHER AGENCIES	0.00	
133.01-00 DUE FROM OTHER AGENCIES / OTHER GOVERNMENTS	0.00	
135.00-00 RECEIVABLES / ACCRUED INT. RECEIVABLES	22,339.92	
<b>Current Assets</b>		<b>5,397,583.88</b>
161.01-38 LAND GENERAL GOVT. / REDEVELOPMENT	51,521.71	
162.01-38 BUILDINGS GENERAL GOVT. / REDEVELOPMENT	4,937,327.49	
164.01-38 IMPR, OTHER THAN BLDG / REDEVELOPMENT	2,632,427.71	
165.01-38 STREETS / REDEVELOPMENT	2,434,470.63	
166.01-38 EQUIP. GENERAL GOVT. / REDEVELOPMENT	137,086.82	
167.01-38 ACCUMULATED DEPRECIATION	(2,701,509.67)	
<b>Capital Assets</b>		<b>7,491,324.69</b>
<b>Total Assets</b>		<b>12,888,908.57</b>
<b>LIABILITIES:</b>		
202.00-00 CURRENT LIABILITIES / ACCOUNTS PAYABLE		0.00
202.01-00 ACCOUNTS PAYABLE / ACCOUNTS PAYABLE		129,570.88
202.02-00 ACCOUNTS PAYABLE / ACCRUED PAYROLL		22,415.86
205.01-01 RETAINAGE PAYABLE / DUE CONTRACTOR		14,426.09
230.00-00 BONDS PAYABLE		5,045,000.00
237.01-00 ADVANCES FROM OTHER FUNDS / GENERAL FUND-5TH A		240,160.00
237.01-03 GENERAL FUND-5TH AVE / PLAZA ON 5TH AVE S.		249,747.00
237.01-04 GENERAL FUND-5TH AVE / TENNIS FACILITY		44,020.00
237.34-02 FROM CAPITAL IMPROVEMENT / 6TH AVE S		173,727.00
237.34-03 FROM CAPITAL IMPROVEMENT / 3RD AVE NORTH		62,194.00
237.34-04 FROM CAPITAL IMPROVEMENT / 5TH AVE S		58,898.00
237.34-05 FROM CAPITAL IMPROVEMENT / GOODLETTE RD		94,883.00
237.34-07 FROM CAPITAL IMPROVEMENT / 5TH AVE SIDE STREET		89,665.00
237.39-01 STREETS FUND / 5TH AVE S		50,495.00
237.39-02 STREETS FUND / 6TH AVE SOUTH		249,732.00
237.47-00 ADVANCES FROM OTHER FUNDS / STORMWATER FUND		40,755.00
<b>Total Liabilities</b>		<b>6,565,688.83</b>
<b>Net Assets</b>		
Invested in Capital Assets, Net of Related Debt		2,446,324.69
Reserve for Encumbrance/prior Year		1,805,116.73
Unrestricted Net Assets		2,071,778.32
<b>Total net assets</b>		<b>6,323,219.74</b>

## Purpose of Presentation

Review the FY 2007-08 year to date  
revenues and expenditures

Through March 31, 2008

### GENERAL FUND REVENUE/EXPENDITURE ANALYSIS as of March 31, 2008

<b>REVENUES:</b>	2007 6 Months	2008 6 Months	Increase/ Decrease	2008 Budget	Percent of Budget
Taxes	20,989,978	20,171,981	(3.9%)	24,691,547	81.7%
Licenses & Permits	266,478	275,496	3.4%	360,200	76.5%
Intergovern'al	144,425	1,303,749	802.7%	3,249,300	40.1%
Chgs for Services	2,887,255	2,823,176	(2.2%)	6,063,504	46.6%
Fines & Forfeitures	120,554	144,425	19.8%	369,000	39.1%
Interest Earned	390,883	294,871	(24.6%)	900,000	32.8%
CRA Loan Repay	62,109	-	(100.0%)	124,218	0.0%
Other Income	14,192	14,690	3.5%	30,000	49.0%
Beginning Cash	-	-	-	329,416	0.0%
<b>TOTAL</b>	<b>24,875,874</b>	<b>25,028,388</b>	<b>0.6%</b>	<b>36,117,185</b>	<b>69.3%</b>



### GENERAL FUND REVENUE/EXPENDITURE ANALYSIS “Taxes” breakdown

Description	FY 06-07 Actual	FY 07-08 Adopted	FY 07-08 6 MOS YTD	% of Budget
Ad Valorem Taxes	19,076,769	17,431,817	16,523,991	94.8%
Insurance Premium Taxes	1,769,045	0	545,039	N/A
Electric Franchise Fee	3,832,371	3,750,000	1,477,978	39.4%
Trolley Franchise	500	500	500	100.0%
Payment in Lieu of Taxes	1,763,380	1,964,530	982,264	50.0%
Teco Gas Franchise	44,684	40,700	17,722	43.5%
Telecommunications Tax	811,384	1,504,000	624,486	41.5%
<b>Taxes</b>	<b>27,298,133</b>	<b>24,691,547</b>	<b>20,171,980</b>	<b>81.7%</b>

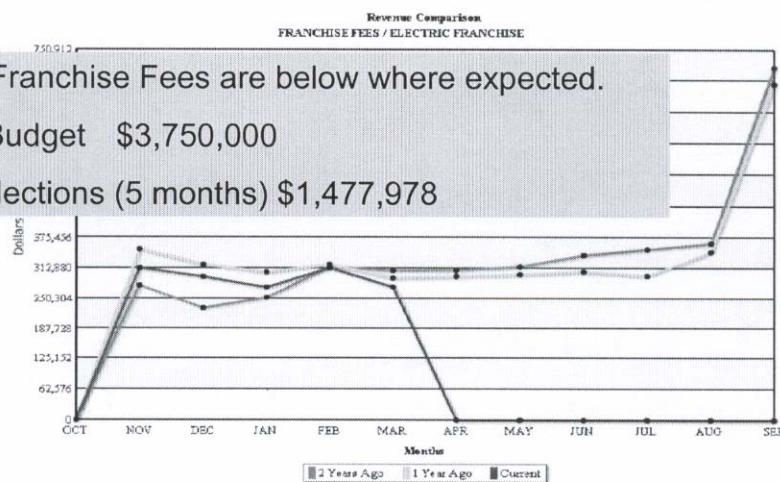
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### Items of special note

Electric Franchise Fees are below where expected.

Annual Budget \$3,750,000

YTD Collections (5 months) \$1,477,978

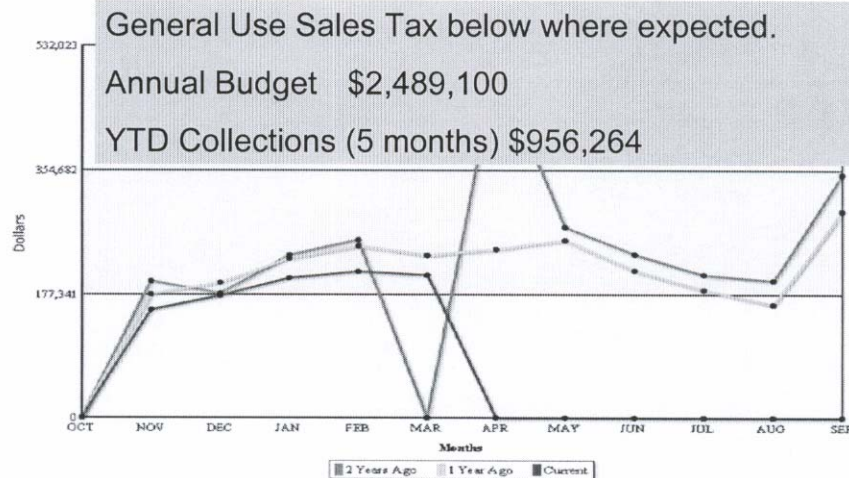


**GENERAL FUND REVENUE/EXPENDITURE ANALYSIS**  
 “Intergovernmental” breakdown

<b>Description</b>	<b>FY 06-07 Actual</b>	<b>FY 07-08 Budget</b>	<b>FY 07-08 YTD</b>	<b>% of Budget</b>
Other Grants	86,376	10,000	15,627	156.3%
FEMA Hurricane	373,326	0	0	
State Revenue Sharing	641,145	630,000	314,428	49.9%
Mobile Home Licenses	5,732	6,200	3,518	56.7%
Firefighters Education	8,976	8,000	5,147	64.3%
Fuel Tax Refund	32,095	31,000	8,026	25.9%
Alcohol Beverage License	67,561	75,000	739	1.0%
General Use Sales Tax	2,455,218	2,489,100	956,264	38.4%
Collier County or TDC	16,328	0	0	
Intergovernmental	3,686,757	3,249,300	<b>1,303,749</b>	40.1%

See next page

## Items of special note



**GENERAL FUND REVENUE/EXPENDITURE ANALYSIS**  
as of March 31, 2008

	2007 6 Months	2008 6 Months	Increase/ Decrease	2008 Budget	Percent of Budget
<b>EXPENDITURES:</b>					
Police & Fire Svcs	8,064,030	9,231,691	14.5%	18,243,126	50.6%
Community Services	2,383,198	2,937,655	23.3%	7,766,813	37.8%
Planning	249,449	281,487	12.8%	648,167	43.4%
Finance	672,207	839,779	24.9%	1,713,219	49.0%
Administration	1,057,812	1,278,382	20.9%	2,991,069	42.7%
Non-Dept & Conting	1,235,857	1,361,196	10.1%	3,153,090	43.2%
Hurricane Costs	64,635	25,200	0.0%	-	0.0%
Transfers Out	1,536,739	800,850	(47.9%)	1,601,701	50.0%
<b>TOTAL</b>	<b>15,263,927</b>	<b>16,756,240</b>	<b>9.8%</b>	<b>36,117,185</b>	<b>46.4%</b>

## Items of special note

General Fund Expenditures should, overall, fall within budget.

Revenue areas of concern:

- Franchise Fees (\$200,000)
- Sales Tax (\$100,000)
- Interest/Investment Income (\$200,000)



**TO:** Honorable Mayor and City Council  
**FROM:** A. William Moss, City Manager  
**DATE:** April 30, 2008  
**SUBJECT:** City Manager's Report – Item 15

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Mast-Arm Replacement

Attached is a letter Mayor Barnett received from the Florida Department of Transportation which provides an updated status on the replacement of the traffic signal mast-arms.

Police Department Receives Reaccreditation

We have been informed that the Naples Police Department has been awarded reaccredited status from the Commission on Accreditation for Law Enforcement Agencies. Attached is the letter which provides detailed information on this prestigious award.

Wood Pilings for Boat Docks

During the Workshop meeting of March 3, 2008, Mr. Bill Kroeschell addressed City Council and shared an opinion suggesting that boat docks be constructed of concrete pilings rather than wood pilings. Mr. Kroeschell indicated that wood pilings used in the construction of boat docks could potentially harm the environment. City Council asked staff to research this subject and report back to City Council. Attached is a memorandum from Dr. Mike Bauer on this subject.

Monthly Meeting with County

A letter was received from the County Manager (copy attached) inquiring as to any interest in scheduling a monthly meeting for the chairperson of the Naples City Council and the Board of County Commissioners and the County and City Managers to discuss issues of mutual concern. A response was sent that the Mayor and City Manager would be pleased to participate.

Irrigation Water Weekly Update

Attached is a memo from Acting Public Works Director Bob Middleton, which provides an update on the irrigation water system and the current level of chlorides.