

# Attachment

A

CITY OF NORTH PORT  
COMMISSION AGENDA ITEM

Item No. 7F  
(City Clerk's Use Only)

MEETING FOR:

Regular

Fire Rescue District

Road & Drainage District

Solid Waste District

Other:

Meeting of:

October 26, 2009

Department:

General Services/Parks & Recreation

Prepared by:

Sherry Borgsdorf/Bill Ward

Date Prepared:

October 19, 2009

Exhibits:

Aquatic Facilities Master Plan Proposal  
(Exhibit A)

Youth Center Pool Design (Exhibit B)

**AGENDA SUBJECT:** Discussion and possible action regarding a City-wide Aquatic Facilities Master Plan.

**RECOMMENDED ACTION:** That Commission discuss and provide direction regarding hiring a consultant to develop a City-wide Aquatic Facilities Master Plan, that may incorporate a regional sports complex, and identify a funding source for the cost of the professional services.

**SUMMARY:** During the Parks & Recreation Workshop with Commission on October 8, 2009, staff was directed by Commission to come back with information regarding the cost of a feasibility study that would include a City-wide assessment of all aquatic recreation needs.

Kimley-Horn and Associates drafted a Scope of Services to develop an Aquatic Facilities Master Plan (Exhibit A). The cost of professional services is estimated to be \$65,000. Surtax III dollars for Water Recreation Facilities are programmed for 2009-10, but would need to be appropriated into this year's CIP.

As part of this aquatic needs discussion, staff would also like to review the possibility of locating a community pool at Butler Park. Attached (Exhibit B) is a revised site plan of the Youth/Community Center project currently underway. We are putting together estimates of design, construction and operating costs and will be prepared to discuss at the meeting on October 26.

APPROVED BY:

Initial

Date

Department Director:

SB | 10/21/09

City Manager:

[Signature] | 10/21/09

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**AQUATIC FACILITIES MASTER PLAN**  
**CONTRACT NO. 01-24**  
**Supplemental Agreement No. 8**

**GENERAL DESCRIPTION**

This Scope of Services (Exhibit A) is attached to and made a part of the Agreement for Professional Engineering Services (2009-05), dated April 13, 2009, (AGREEMENT) between City of North Port (CITY) and Kimley-Horn and Associates, Inc. (ENGINEER), to provide professional engineering services in connection with the Aquatic Facilities Master Plan (PROJECT). ENGINEER services broadly described in the AGREEMENT are supplemented as detailed below. Exhibit A, SCOPE OF SERVICES is supported by the following supplemental document:

Exhibit B, ENGINEER FEE AND REIMBURSEMENT SUMMARY/REQUEST FOR PAYMENT lists the various not to exceed ENGINEER Fees and Reimbursable Expenses of the PROJECT apportioned among the tasks needed to complete the AGREEMENT.

**PROJECT UNDERSTANDING**

ENGINEER understands that CITY intends to prepare an aquatic facilities master plan to guide programming, site selection(s), renovations, and new construction of aquatic facilities for the City of North Port.

CITY has grown and is considering how to best serve the aquatic recreation needs of the citizens. Needs to be considered will include wellness programming, lesson programming, league swimming, and recreation (family aquatic centers, splash pads, and water parks). Therefore, a new Aquatic Facilities Master Plan will be prepared to document current conditions and to better plan for the aquatic recreation needs of the citizens of North Port, Florida.

**SCOPE OF SERVICES**

**TASK 1 – GOALS, OBJECTIVES, PUBLIC MEETINGS (30 DAYS)**

This phase of work will consist of the following:

***Preliminary Meetings (Trip One)***

**A. Needs Analysis:**

Meet with the CITY recreation staff, plus any designated special interest or community groups and / or individuals involved in the project, to analyze needs and determine objectives. ENGINEER will conduct individual interviews or facilitated focus groups with (for example) local education administrators and / or athletic directors, Chamber of Commerce representatives, business leaders, private and public recreation providers, health professionals, competitive swim groups, swim coaches, instructors, activity programmers, youth and seniors groups, and others (if requested) in order to ascertain existing levels of service and the perceived needs of various user groups in the community.

The discussions will include images and / or video presentations with commentary on features of new aquatic centers from across the country, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss priorities and needs of those individuals and groups attending the meeting. A matrix of program activities will be developed and discussed to prioritize programming and facility features.

ENGINEER will use the results of the interviews and public workshop to develop a needs profile which will be used to design a program statement.

B. Programming:

Based upon the needs analysis, a program for the proposed aquatic facilities (including other water activities such as spray grounds) will be developed from the community meetings, CITY recreation staff, facilitated focus groups, and interviews. These programs will reflect the desires submitted by these groups.

C) Schematic Designs:

ENGINEER will provide a generic schematic plan (concept) of each aquatic facility type identified through the needs analysis and programming. The purpose of the plans will be to illustrate ways to organize the spaces in a functional arrangement and to confirm that the facility footprint will contain the areas proposed in the design program. Concepts with varying space requirements to accommodate projected capacity will influence different budget amounts. (For example: combining a leisure pool with a competitive pool in the same body of water will impact the budget differently when compared to planning these two areas in separate bodies of water.)

Based on results of the meetings, needs analysis, and programming sessions, the schematic concepts may include:

- 1) Wellness Pools
- 2) Swimming pools for competition
- 3) Recreational pools (splash pads, family aquatic centers and/or water park concepts to include waterslides, spray parks, lazy river, etc
  - a. A comparison of indoor versus outdoor facilities
  - b. Observations of combination indoor / outdoor facility

*Second Series Meeting (Trip Two)*

The ENGINEER will participate in a second series of meetings with the public and CITY recreation staff to confirm and refine the design program. Topics of these meetings will include potential locations, community groups interested in using the facilities, recreational activities citizens would like to have, and the needs of staff as related to overall City of North Port aquatic programs and operations. Following the meeting, the ENGINEER will make final revisions to the selected design program and schematic concepts and forward them to the CITY.

**TASK II – CONCEPT DEVELOPMENT (30 DAYS)**

This phase of work will consist of final recommendations, including the following items:

A) Conceptual Design:

- 1) The ENGINEER will prepare final conceptual drawings in CADD of the desired facilities for each proposed aquatic facility location.
- 2) These conceptual drawings will illustrate what the concepts could look like built. The spaces will be identified on the drawings and the purpose will be to illustrate the committee "vision" of each concept.
- 3) Plan view colorings of the concepts will be created to facilitate the marketing of the project to key individuals.

B) Projection of Probable Development Costs:

The ENGINEER will prepare a detailed Opinion of Probable Construction Cost for each option of the proposed renovations to existing facilities and / or new facilities. Each facility will be individually itemized with an opinion of cost. Recent bid figures of similar projects will be used with national estimating guides and local cost adjustment factors. The construction cost figures will be supplemented by a development cost factor, which will include such indirect costs as professional fees, contingencies, overhead and profit, document reproduction, advertisement for bids, and all anticipated expenses related to the administration of the project. The sum of these two cost figures will be the total project cost so that the CITY will have a comprehensive overview in making an informed decision to move forward.

**TASK III – FINANCIAL IMPACT STUDY (30 DAYS)**

A financial impact study will be developed as an opinion of the facility financial performance and an opinion of suggested operations for each planned facility. The study will include the following elements:

A. Economic Impact:

- 1) This part of the study incorporates an analysis of the economic impact of the facilities to the parks and recreation department. In this segment of the study the following will be researched, analyzed, and reported:
  - a. Demographic research will be completed to appropriately evaluate the proposed facilities. Analysis will include population and age distribution, income, weather analysis, and local economic considerations that could affect the project's viability.
  - b. An opinion of probable expenses will be developed and it will include demands on labor, contract services, supplies, utilities, maintenance, and funds needed for future repair.
  - c. An opinion of revenue will be developed. Market area demographics for population, age, and income will be analyzed to understand the economics of the region and the level of discretionary income that may be used for leisure and competitive aquatic activity.
  - d. Revenue projections will be derived from the likely market penetration, special user groups through creative programming, and the potential of income. The analysis may include a study of the influence of the tourism. This analysis will incorporate an opinion of attendance and offer recommendations of a competitive fee structure for all facilities.

B. Operational Impact

- 1) This part of the study incorporates an analysis of the operational impact of the facility to the parks and recreation department. In this segment of the study the following will be researched, analyzed, and reported:
  - a. A facility management outline will be completed that includes a facility operating schedule, facility capacity limits, organization chart, job descriptions, and a wage structure for all employees.
  - b. Area aquatic user groups will be identified to determine organizations that will contribute to filling available capacity in the facility.
  - c. A marketing commentary will be prepared to aid in creatively promoting the facility once the project is completed.

**TASK IV – FINAL PRESENTATION (TRIP THREE)**

Once the above items are complete, the ENGINEER will make a final formal presentation to the CITY of the final conclusions and designs in the master plan. The ENGINEER will deliver 10 copies of the completed master plan report with professionally written text and graphic exhibits documenting methodology, meeting notes, program elements, final conceptual designs for each proposed location, and opinions of probable cost.

**SERVICES NOT INCLUDED**

Any other services, including but not limited to the following, are not included in this Agreement.

- 1.

**ADDITIONAL SERVICES**

Any items requested by the Client that are not outlined in the above scope will be considered as additional services to this contract and may be provided only if requested and authorized in writing by the Client.

**CLIENT RESPONSIBILITIES**

Services to be provided by the Client will primarily consist of furnishing all available data for the existing City of North Port aquatic facilities, including:

- A. A copy of the current parks and recreation master plan.
- B. A verbal report on existing construction or equipment problems and on-going maintenance problems at any existing facilities.
- C. Operating and maintenance manuals for existing aquatic facilities (if available.)
- D. A verbal report on recent work completed on any existing pools.

- E. A verbal report of the loss of pool water in a 24 hour period.
- F. A copy of any accident reports (by the Staff) or a list of perceived safety hazards to the user or staff (if available.)
- G. A summary of attendance at the existing aquatic facilities.
- H. Any existing surveys, plans, aerial photographs and geo-technical investigations of the sites to be considered.

**END SCOPE OF SERVICE**

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DRAFT

**CITY OF NORTH PORT  
CONTRACT NO. 01-24  
PROFESSIONAL ENGINEERING SERVICES  
SUMTER BOULEVARD IMPROVEMENTS  
AMENDMENT #8**

The purpose of this amendment is to increase the contract price by \$65,000 for additional Engineering and Design services for the aquatic facilities master plan per Exhibit A: Supplemental Agreement No. 8.

**CITY OF NORTH PORT, FL**

**ATTEST:** \_\_\_\_\_  
Helen Raimbeau, City Clerk, MMC

**BY:** \_\_\_\_\_  
Steven S. Crowell, City Manager

**Witness:** \_\_\_\_\_

**KIMLEY-HORN AND ASSOCIATES, INC.**

**BY:** \_\_\_\_\_  
Signature

Alan Maio  
\_\_\_\_\_  
Print

Principal  
\_\_\_\_\_  
Title

**APPROVED AS TO FORM AND CORRECTNESS:**

**BY:** \_\_\_\_\_  
Robert K. Robinson, City Attorney

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**AGREEMENT #2010-01  
AQUATIC FACILITIES MASTER PLAN**

**THIS AGREEMENT is made and entered into this 9<sup>TH</sup> day of NOVEMBER, 2009, by and between CITY OF NORTH PORT, a political subdivision of the State of Florida, herein after referred to as the "City" and Kimley-Horn and Associates, Inc., 2601 Cattlemen Road, Suite 500, Sarasota, Florida 34232, a corporation licensed to conduct business in the State of Florida, hereinafter referred to as "Consultant".**

**WITNESSETH**

**WHEREAS the City has determined that it is necessary, expedient, and in the best interest of the City to retain a professional Consultant who will develop a sampling plan, which will include collection of data, evaluation of data, and preparation of a report and development of conceptual alternatives,**

**WHEREAS the City desires to employ the Consultant in connection with preparing an aquatic master plan to assess needs, guide programming, site selection(s), renovations, and new construction of aquatic facilities for the City of North Port, upon the terms and conditions herein, and the Consultant is desirous of obtaining such employment, has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms;**

**NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:**

**1. CONSULTANT'S SERVICES**

- A. The Consultant agrees to diligently and timely perform professional services for the City relating to the development of a master plan, with recommendations based on sound consulting practices. The overall Scope of Services is described in Attachment A.**
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the City and the Consultant and upon the Consultant's receipt of the written Notice to Proceed from the City's Administrative Agent and shall continue through the completion of the project (estimated completion time date is March 1, 2010).**

**2. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE: The maximum for this Agreement shall not exceed sixty-five thousand dollars (\$65,000.00). Said total amount to include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement and the attached Scope of Services.**

**The City's performance and obligation to pay under this Agreement is contingent upon an appropriation by the City Commission.**

**A. METHOD OF PAYMENT**

**1. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City on a monthly basis for those specific work assignment services. The Consultant shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.**

**2. For those specific services that were partially completed, progress payments shall be paid monthly in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.**

3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. **LIABILITY OF CONSULTANT:** The Consultant shall indemnify and hold harmless, the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Contract.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such notification may also be provided by fax transmission to the following fax number:

\_\_\_\_\_

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Consultant under the Contract.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City and the Consultant, the agreement which provides the most protection for the City shall take precedence.

I, DAVID J. GAROFALO, SR., located in the City of North Port, State of Florida, having read and understood the contents above, hereby enter into this agreement as of this Date, November 9, 2009.



Signature

DAVID J. GAROFALO, SR.

Print name

4. **CONSULTANT'S INSURANCE**

A. **INSURANCE:** Before performing any contract work, Consultant shall procure and maintain, during the life of the agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent:" VII. No changes are to be made to these specifications without prior written specific approval by the City's Purchasing Office.

1. **Workers Compensation:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
2. **Professional Liability Insurance:** with minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate

limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.

3. ***Comprehensive Commercial General Liability Insurance:*** Occurrence from required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and
4. ***Automobile Insurance:*** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.

City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) days' prior written notice of cancellation by the insurance company.

#### **B. POLICY FORM**

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the City's Purchasing Office are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.
2. Insurance requirements itemized in this Agreement, and required of the Consultant, shall be provided by or in behalf of all sub consultants to cover their operations performed under this Agreement. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub consultants.
3. Each insurance policy required by this Agreement shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City's Purchasing Office (with ten days written notice for cancellation due to non-payment of premium).
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
6. The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

7. **Claims Made Policies** will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
8. **Certificates of Insurance** evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 128, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work.
9. **Notices of Accidents (Occurrences) and Notices of Claims** associated with work being performed under this Agreement shall be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

**5. RESPONSIBILITY OF THE CONSULTANT**

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Consultant warrants that he/she has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement.
- D. Consultant shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant does not expressly or impliedly warrant or guarantee its services. The Consultant covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes, Chapter 112.313, as it relates to work performed under this Agreement. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which might enter with reference to the work performed.
- E. The Consultant shall comply with all federal, state, local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- F. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

**6. OWNERSHIP AND USE OF DOCUMENTS: It is understood and agreed that the documents, or reproducible copies, including reports, designs, specifications, other documents and data developed**

by the Consultant in connection with its services shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant's has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant's to use any of the work products of this Agreement on any non-City project.

Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

**7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL:** The timely performance and completion of the required services is vitally important to the interest of the City. The Consultant shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the Consultant to perform the services of this Agreement shall comply with the terms of this Agreement and the Scope of Services. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks.

- A. The services to be rendered by the Consultant shall commence within one (1) week of the Consultant's receipt of written Notice to Proceed from the City.
- B. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of the Consultant or the City. Time is of the essence in the performance of this Agreement.
- C. The Consultant agrees to provide to the City Administrative Agent, monthly written progress reports concerning the status of the project. The City's Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Consultant.
- D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the Consultant which delay the project schedule completion date, the City shall not unreasonably withhold the granting of an extension of the project schedule time limitation equal to the aforementioned delay.

**8. OBLIGATIONS OF CITY**

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific project manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
  - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
  - 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
  - 3. Review for approval or rejection all of the Consultant's documents and payment requests.
- B. The City shall, upon request, furnish the Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this project, all of which shall be and remain the property of the City and shall be

returned to the City Administrative Agent upon completion of the services to be performed by the Consultant.

- C. The City's Administrative Agent shall conduct periodic reviews of the work of the Consultant, necessary for the completion of the Consultant's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely within the discretion of the City.
- D. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

**9. TERMINATION**

- A. The City shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Scope of Services plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in accordance with Article 2.
- B. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. The written notice shall state the evidence indicating the Consultant's abandonment shall be as stated above.
- C. The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- D. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.
- E. After written notice to the Consultant and a reasonable opportunity to cure, and after consultation with the Consultant, the City shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the Consultant due to:
  - 1. The quality of a portion, or all, of the Consultant's work not being in accordance with the requirements of this Agreement;
  - 2. The quantity of the Consultant's work not being as represented in the Consultant's Payment Request, or otherwise;
  - 3. The Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
  - 4. The Consultant's failure to use agreement funds, previously paid the Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
  - 5. Claims made, or likely to be made, against the City or its property;
  - 6. Loss caused by the Consultant;
  - 7. The Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.



In the event that the City makes written demand upon the Consultant for amounts previously paid by the City as contemplated in the clause, the Consultant shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, are not waived by final payment and/or acceptance.

**10. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the City Commissioners for the City and the duly authorized representative for the Consultant shall agree in writing to this change. For all other changes, the City's Administrative Agent and the Consultant's representative shall agree in writing to the change.
- B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall mean that the Florida Statutes shall by reference be made a part of this Agreement as though set forth in full.
- C. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy shall be promptly given to the City.
- D. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. The Consultant shall not hire any City employee associated with this project throughout the duration of the agreement and for a period of one (1) year after completion.
- G. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses listed below:

**CONSULTANT'S REPRESENTATIVE:**

Alan Maio  
2601 Cattlemen Road, Suite 500  
Sarasota, FL 34232  
Phone: 941.379.7600, Fax: 941.379.4352

**CITY'S ADMINISTRATIVE AGENT:**

Ms. Marquett Clemmons  
4970 City Hall Boulevard  
North Port, FL 34286  
Phone: 941.429.7113 Fax: 941.429.7135

- H. Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

**11. CIVIL RIGHTS – The following requirements apply to this AGREEMENT:**

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42

U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

"The CONSULTANT or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate."

Each subcontract the CONSULTANT or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONSULTANT or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

**B. Equal Employment Opportunity** – The following equal employment opportunity requirements apply to this AGREEMENT:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT or SUBGRANTEE agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(2) **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(3) **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(4) **Access to Services for Persons with Limited English Proficiency** – To the extent applicable and except to the extent that FTA determines otherwise in writing, the CONSULTANT or SUBGRANTEE agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice,

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**“DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries,” 66 Fed. Reg. 6733 et seq., January 22, 2001. The City’s LEP Plan is available at City offices or may be viewed online at [www.cityofnorthport.com](http://www.cityofnorthport.com)**

**(5) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections – To the extent applicable, the CONSULTANT or SUBGRANTEE agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.**

**(6) Other Nondiscrimination Laws – The CONSULTANT or SUBGRANTEE agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONSULTANT or SUBGRANTEE also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.**

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

Attest: Helen Raimbeau  
Helen Raimbeau MMC, City Clerk

CITY OF NORTH PORT, FL  
By: David Garofalo  
David Garofalo, Commission Chair

Witness: Patricia Edwards

CONSULTANT  
By: Alan Maid  
Signature

Witness: Robert K. Robinson

Alan Maid  
Print  
Principal  
Title

APPROVED AS TO FORM AND CORRECTNESS:

By: Robert K. Robinson  
Robert K. Robinson, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**AQUATIC FACILITIES MASTER PLAN**  
**CONTRACT NO. 2010-01**

**GENERAL DESCRIPTION**

This Scope of Services (Exhibit A) is attached to and made a part of the Agreement for Professional Services (AGREEMENT) between the City of North Port (CITY) and Kimley-Horn and Associates, Inc. (KHA, CONSULTANT), to provide professional consultant services in connection with the Aquatic Facilities Master Plan (PROJECT). CONSULTANT services broadly described in the AGREEMENT are supplemented as detailed below. Exhibit A, SCOPE OF SERVICES is supported by the following supplemental document:

Exhibit B, CONSULTANT FEE AND REIMBURSEMENT SUMMARY/REQUEST FOR PAYMENT lists the various not to exceed CONSULTANT Fees and Reimbursable Expenses of the PROJECT apportioned among the tasks needed to complete the AGREEMENT.

**PROJECT UNDERSTANDING**

KHA understands that the CITY intends to prepare an aquatic facilities master plan to guide programming, site selection(s), renovations, and new construction of aquatic facilities for the City of North Port.

The CITY has grown and is considering how to best serve the aquatic recreation needs of the citizens. Needs to be considered will consist of wellness programming, lesson programming, league swimming, recreation (family aquatic centers, splash pads, and water parks) and watersports such as canoe/kayak launches and motorized boat launches. Therefore, a new Aquatic Facilities Master Plan will be prepared to document current conditions and to better plan for the aquatic recreation needs of the citizens of North Port, Florida.

**SCOPE OF SERVICES**

**TASK 1 – GOALS, OBJECTIVES, PUBLIC MEETINGS (30 DAYS)**

This phase of work will consist of the following:

***Preliminary Meeting/Schematic Design***

**A. Needs Analysis:**

Meet with the CITY recreation staff, plus any designated special interest or community groups and / or individuals involved in the project, to analyze needs and determine objectives. KHA will conduct individual interviews or facilitated focus groups with (for example) local education administrators and / or athletic directors, Chamber of Commerce representatives, business leaders, private and public recreation providers, health professionals, competitive swim groups, swim coaches, instructors, activity programmers, youth and seniors groups, and others (if requested) through the course of one

(1) day in order to ascertain existing levels of service and the perceived needs of various user groups in the community.

The discussions will include images and / or video presentations with commentary on features of new aquatic centers from across the country, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss priorities and needs of those individuals and groups attending the meeting. A matrix of program activities will be developed and discussed to prioritize programming and facility features.

KHA will use the results of the interviews and public workshop to develop a needs profile which will be used to design a program statement.

**B. Programming:**

Based upon the needs analysis, a program for the proposed aquatic facilities (including other water activities such as spray grounds) will be developed from the community meetings, CITY recreation staff, facilitated focus groups, and interviews. These programs will reflect the desires submitted by these groups, and consider any existing facilities within the CITY as appropriate.

**C. Schematic Designs:**

KHA will provide a generic schematic plan (concept) of each aquatic facility type identified through the needs analysis and programming. The purpose of the plans will be to illustrate ways to organize the spaces in a functional arrangement and to confirm that the facility footprint will contain the areas proposed in the design program. Concepts with varying space requirements to accommodate projected capacity will influence different budget amounts. (For example: combining a leisure pool with a competitive pool in the same body of water will impact the budget differently when compared to planning these two areas in separate bodies of water).

Based on results of the meetings, needs analysis, and programming sessions, the schematic concepts may consist of:

- 1) Wellness Pools
- 2) Swimming pools for competition
- 3) Recreational pools (splash pads, family aquatic centers and/or water park concepts to include waterslides, spray parks, lazy river, etc)
  - a. A comparison of indoor versus outdoor facilities
  - b. Observations of combination indoor / outdoor facility
- 4) Renovations to existing facilities if appropriate.

**D. Watersports Analysis:**

As part of the needs analysis and during stakeholder interviews and meetings in Task 1A, KHA will also address current watersport facilities such as canoe; kayak and motorized boat launch locations. KHA will solicit input to analyze existing level of service within the CITY limits for watersport facilities, as well as conduct a needs assessment for additional facilities and locations. KHA will summarize existing level of service and the needs assessment into an overall watersport master plan map of the CITY limits illustrating existing and proposed locations of watersport facilities.

### ***Second Meeting Series/Schematic Design Review (Trip Two)***

KHA will participate in a second series of meetings through the course of one 91) day with the public and CITY recreation staff to confirm and refine the design program, and review schematic aquatic facility designs. Topics of these meetings will include potential locations, community groups interested in using the facilities, recreational activities citizens would like to have, and the needs of staff as related to overall City of North Port aquatic programs and operations. Following the meeting, KHA will make final revisions to the selected design program and schematic concepts and forward them to the CITY. The watersport master plan map will also be presented for review and comment during the second series of meetings.

### **TASK II – CONCEPT DEVELOPMENT (30 DAYS)**

This phase of work will consist of final recommendations, and one (1) review meeting with the client, including the following items:

#### **A. Conceptual Design of aquatic facilities:**

- 1) KHA will prepare final conceptual drawings in CADD of the desired facilities for each proposed aquatic facility location.
- 2) These conceptual drawings will illustrate what the concepts could look like built. The spaces will be identified on the drawings and the purpose will be to illustrate the committee “vision” of each concept.
- 3) Plan view renderings of the concepts will be created to facilitate the promotion of the project to key individuals and groups.

#### **B. Watersport Master Plan Map:**

Comments received on the watersport master plan map during the second series of meetings in Task I will be incorporated into the final watersport master plan map. Plan view drawings and/or images of typical canoe, kayak and motorized boat launch facilities within the CITY will be included for reference.

#### **C. Projection of Probable Development Costs:**

KHA will prepare a preliminary Opinion of Probable Construction Cost for each option of the proposed facilities or renovations to existing facilities and / or new facilities. Each facility will be individually itemized with an opinion of cost. Recent bid figures of similar projects will be used with national estimating guides and local cost adjustment factors. The construction cost figures will be supplemented by a development cost factor, which will include such indirect costs as professional fees, contingencies, overhead and profit, document reproduction, advertisement for bids, and all anticipated expenses related to the administration of the project. The sum of these two cost figures will be the estimated total project cost so that the CITY will have a comprehensive overview in making an informed decision to move forward.

### **TASK III – FINANCIAL IMPACT STUDY (30 DAYS)**

A financial impact study will be developed as an opinion of the facility financial performance and an opinion of suggested operations for each planned facility. The study will consist of the following elements:

A. Economic Impact:

- 1) This part of the study incorporates an analysis of the economic impact of the facilities to the parks and recreation department. In this segment of the study the following will be researched, analyzed, and reported:
  - a. Demographic research will be completed to appropriately evaluate the proposed facilities. Analysis will consist of population and age distribution, income, weather analysis, and local economic considerations that could affect the project's viability.
  - b. An opinion of probable expenses will be developed and it will consist of demands on labor, contract services, supplies, utilities, maintenance, and funds needed for future repair.
  - c. An opinion of revenue will be developed. Market area demographics for population, age, and income will be analyzed to understand the economics of the region and the level of discretionary income that may be used for leisure and competitive aquatic activity.
  - d. Revenue projections will be derived from the likely market penetration, special user groups through creative programming, and the potential of income. The analysis may include a study of the influence of the tourism. This analysis will incorporate an opinion of attendance and offer recommendations of a competitive fee structure for all facilities.

B. Operational Impact

- 1) This part of the study incorporates an analysis of the operational impact of the facility to the parks and recreation department. In this segment of the study the following will be researched, analyzed, and reported:
  - a. A facility management outline will be completed that consist of a facility operating schedule, facility capacity limits, organization chart, job descriptions, and a wage structure for all employees.
  - b. Area aquatic user groups will be identified to determine organizations that will contribute to filling available capacity in the facility.
  - c. A marketing commentary will be prepared to aid in creatively promoting the facility once the Master Plan and Financial Impact Study is completed.

**TASK IV – FINAL PRESENTATION**

Once the above items are complete, KHA will review a draft final report with the CITY. Client input from this meeting will be incorporated into a finalized report. KHA will then make a final formal presentation to the CITY of the final conclusions and designs in the master plan. KHA will deliver 10 copies of the completed master plan report and one (1) digital copy with professionally written text and graphic exhibits documenting methodology, meeting notes, program elements, final conceptual designs for each proposed location, and opinions of probable cost.



## **SERVICES NOT INCLUDED**

Any other services, including but not limited to the following, are not included in this Agreement.

1. Surveying Services.
2. Architectural Services.
3. Design and Permitting Services.

## **ADDITIONAL SERVICES**

Any items requested by the Client that are not included in the above scope such as additional meetings, designs, or document reviews beyond those identified, will be considered as additional services to this contract and may be provided only if requested and authorized in writing by the Client.

## **CLIENT RESPONSIBILITIES**

Services to be provided by the Client will primarily consist of furnishing all available data for the existing City of North Port aquatic facilities, including:

- A. A copy of the current parks and recreation master plan.
- B. A verbal report on existing construction or equipment problems and on-going maintenance problems at any existing facilities.
- C. Operating and maintenance manuals for existing aquatic facilities (if available.)
- D. A verbal report on recent work completed on any existing pools.
- E. A verbal report of the loss of pool water in a 24 hour period.
- F. A copy of any accident reports (by the Staff) or a list of perceived safety hazards to the user or staff (if available.)
- G. A summary of attendance at the existing aquatic facilities.
- H. Any existing surveys, plans, aerial photographs and geo-technical investigations of the sites to be considered.

## **END SCOPE OF SERVICE**

**CITY OF NORTH PORT  
AQUATIC FACILITIES MASTER PLAN  
CONTRACT NO. 2010-01**

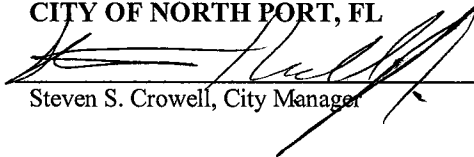
**FEE AND BILLING**

KHA will perform the services described in Tasks I-IV of the scope of services for a lump sum fee Not to Exceed (NTE) \$65,000.

**CLOSURE**

In addition to the matters set forth herein, our Work Authorization will include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the City of North Port and Kimley-Horn and Associates, which are incorporated by reference.

ATTEST:   
Helen Rainbeau, City Clerk, MMC

CITY OF NORTH PORT, FL  
BY:   
Steven S. Crowell, City Manager

Witness: 

KIMLEY-HORN AND ASSOCIATES, INC.  
BY:   
Signature Alan Maio

\_\_\_\_\_  
Print Principal

\_\_\_\_\_  
Title

**APPROVED AS TO FORM AND CORRECTNESS:**

BY:   
Robert K. Robinson, City Attorney

**NORTH PORT CITY COMMISSION  
MINUTES OF REGULAR MEETING  
MONDAY, OCTOBER 26, 2009**

PRESENT: Commissioner Carusone, Chair; Commissioner Garofalo, Vice-Chair; Commissioners Blucher, Jones, and Treubert; City Manager Crowell; City Attorney Robinson; City Clerk Raimbeau; Deputy City Clerk Adkins; Executive Intern Emrich and Police Chief Lewis

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The North Port City Commission Regular Meeting was called to order at 6:00 p.m. in the City Chambers by Chair Carusone.

The invocation was provided by Father Patrick Organ of San Pedro Catholic Church.

The Pledge of Allegiance was led by Cub Scout Pack 258.

**APPROVAL OF AGENDA – COMMISSION:**

*Commissioner Garofalo moved to approve the Agenda moving up item 7.H after consent, removing Item 7.E.; seconded by Commissioner Blucher. Motion carried unanimously.*

1. **PROCLAMATIONS:**

- A. **Proclamation: "Veterans Day". (Commissioner Carusone, Presenter)**

Commissioner Carusone read the Proclamation into the record and presented it to Members of the VFW

- B. **Proclamation: "Pancreatic Cancer Awareness Month" November, 2009. (Commissioner Carusone, Presenter)**

Commissioner Carusone read the Proclamation into the record and it will be mailed.

2. **PRESENTATIONS:**

- A. **Presentation of Certificate of Excellence to the Sun Devils Drum & Bugle Corps. (Commissioner Carusone, Presenter)**

Commissioner Carusone read into the record and presented it to Members of the Sun Devils Drum & Bugle Corps.

- B. **Recognition for 26 years of service and presentation of retirement plaque to Captain Earl N. Conrad, Jr. (W. Taaffe)**

Fire Chief Taaffe presented a plaque to Captain Earl N. Conrad Jr. in recognition of his 26 years of service to the City of North Port Fire Department

- C. Presentation of a video slideshow of photos from North Port residents featuring what they like most about North Port. (E. Bryce)

Community Outreach Manager Bryce provided a video slideshow of photos from North Port residents featuring what they like most about North Port.

- D. Presentation regarding the North Port Nightmares Franchise to be representing Sarasota County in the National Independent Football League. (Virginia Schnaitter)

Harry Rife and Virginia Schnaitter provided a presentation regarding the North Port Nightmares Franchise.

3. PUBLIC COMMENT: 6:30 p.m. – 6:35 p.m.

6. RESOLUTIONS:

- C. Resolution No. 09-R-64, Conditional Use Permit (CUP), CUP-09-145, to allow a heliport to be located on the City of North Port Fire Station #84 site located in Activity Center #5.

City Clerk Raimbeau read Resolution No. 09-R-64 into the record by title only.

*Commissioner Blucher moved continue Resolution No. 09-R-64, to the November 23, 2009 Commission Meeting; seconded by Commissioner Garofalo. Motion carried unanimously.*

4. CONSENT AGENDA:

- A. Approval of Minutes for the September 23, 2009 Commission Public Hearing; October 6, 2009 Commission Workshop; October 6, 2009 Commission Workshop; and October 13, 2009 Commission Regular Meeting. (H. Raimbeau)
- B. Approval of extending the mandatory one year hookup requirement for properties along Infill Water Main Projects. (C. Mick)
- C. Approval of the Amendment to Contract #2008-19 for Carollo Engineers, P.C. to perform Final Design and Construction Services for the Cocoplum Canal Intake Structure for a total amount not to exceed \$185,695. (C. Mick)

*Commissioner Blucher moved to approve the Consent Agenda as presented; seconded by Commissioner Garofalo. Motion carried unanimously.*

7. GENERAL BUSINESS:

- H. Discussion, and possible action, regarding consideration of funding request from the University of South Florida Sarasota-Manatee Campus.

Economic Development Manager Lane provided an overview of the request from the University of South Florida Sarasota-Manatee Campus for funding assistance. Discussion ensued: (1) education is one of the

target industries that the Commission has selected for incentives; (2) clarification was given regarding use of land for 50 parking spaces; (3) it was noted that the University will be providing student curriculums in North Port, there will be five class room spaces, one seminar space and a few rooms for office space; (4) possibility of giving City of North Port Employees a discount; (5) the University will supply its own security; (6) it was noted that all operations for University of South Florida Sarasota-Manatee Campus in Venice will be moved to the City of North Port; (7) enrollment has grown to almost 500; (8) the University has agreed to offer their building space for City Events at no cost to the City; (9) it was noted that continuing education courses can be arranged and offered to City Employees at no cost; (10) there was a *consensus for staff to continue to work with the University of South Florida Sarasota-Manatee regarding request for \$125,000; determination of funding be left to the City Manager's discretion; and clause to be added that if the University of South Florida Sarasota-Manatee Campus was to leave early they will be required to refund money to the City of North Port.* There was no public comment.

6. **RESOLUTIONS:**

- A. **Resolution No. 2009-R-65, Petition No. CUP-09-144, San Pedro Church Conditional Use Permit. A Conditional Use Permit to allow an existing House of Worship, youth hall, and parsonage to remain, and to allow expansion with a second youth hall, in the Residential Single Family (RSF-2) Zoning District. The site contains + 9.23 acres is located at 14380 Tamiami Trail (Section 32, Township 39S, Range 21E) (S. Cullinan) (QUASI-JUDICIAL)**

City Clerk Raimbeau, as a Notary Public for the State of Florida, swore in all those wishing to speak on Quasi-Judicial Item 6.A., and read Resolution No. 2009-R-65 into the record by title only. Subsequently, City Planner Cullinan provided an overview of the Resolution for A Conditional Use Permit to allow an existing House of Worship, youth hall, and parsonage to remain, and to allow expansion with a second youth hall, in the Residential Single Family (RSF-2) Zoning District. It was stated by the Commission that they did not have any exparte communication regarding this item. There was no public comment.

*Commissioner Blucher moved to approve Resolution No. 2009-R-65, Petition No. CUP-09-144, San Pedro Church Conditional Use Permit with current waivers requested; seconded by Commissioner Garofalo. Motion carried unanimously.*

7. **GENERAL BUSINESS:**

- G. **Discussion, and possible action, regarding CocoPlum Village Shops Developers request for financial assistance. (S. Crowell)**

Bill Murray, and Derrick Watts of Benderson Development Company, LLC provided an overview of a – request for incentives and changes to the concept plan for CocoPlum Village Shops. Discussion ensued: (1) it was noted that this is not the kind of development that was intended to receive incentives; (2) the possibility of connecting a walk way to the Sumter Boulevard sidewalks; (3) it was noted that Benderson Development will hold ownership of the property and lease the stores to tenants; (4) possibility of a bridge crossing U.S. 41; (5) it was noted that a dollar amount or specific incentives have not been identified; (6) City Attorney stated that the Commission needs to determine if the development meets the test of public purpose. Thereafter, public comment was held.

It was the *consensus of the Commission for staff to negotiate a deferment of impact fees agreement with the Developer for phase I and the possibility of the City paying a portion of the cost for*

*development of the Greenway for an amount not to exceed two million dollars, and bring to Commission within two months. (Commission was in agreement not to hand over check, loan money, pay for infrastructure and utilities; or waive fees)*

5. **PUBLIC HEARINGS:**

- A. **Petition No. FSP-09-139, Arbors Business Center, Walgreens Final Subdivision Plan. Michael Hatfield of Weiler Engineering, on behalf of Rock Properties, requests approval of the Walgreens and adjacent lands subdivision plan to allow a mixed-use commercial development. The site contains ± 19.87 acres, and is located south of US 41 and east of Talon Bay Drive, 12600 Tamiami Trail, Sections 31 and 36, Township 39, Ranges 20 and 21. (B. McKeathon) (QUASI-JUDICIAL)**

City Clerk Raimbeau as a Notary Public for the State of Florida swore in all those wishing to speak on Quasi-Judicial Item 5.A. Subsequently, City Planner McKeathon provided an overview of Petition No. FSP-09-139, Arbors Business Center, Walgreens Final Subdivision Plan. There were no questions from the Commission and no public comment.

*Commissioner Blucher moved to approve Petition No. FSP-09-139, Arbors Business Center, Walgreens Final Subdivision Plan; seconded by Commissioner Garofalo. Motion carried unanimously. (Commissioner Treubert was absent from the room during the vote.)*

- B. **Petition No. PLF-09-167, Arbors Business Center, Walgreens Final Plat. Michael Hatfield of Weiler Engineering, on behalf of Rock Properties, requests approval of the Walgreens and adjacent lands final plat. The site contains ± 19.87 acres, and is located south of US 41 and east of Talon Bay Drive, 12600 Tamiami Trail, Sections 31 and 36, Township 39, Ranges 20 and 21. (B. McKeathon) (QUASI-JUDICIAL)**

City Clerk Raimbeau, as a Notary Public for the State of Florida, swore in all those wishing to speak on Quasi-Judicial Item 5.B. Subsequently, City Planner McKeathon provided an overview of Petition No. PLF-09-167, Arbors Business Center, Walgreens Final Plat. There were questions from the Commission and no public comment.

*Commissioner Blucher moved to approve Petition No. PLF-09-167, Arbors Business Center, Walgreens Final Plat. Michael Hatfield of Weiler Engineering, on behalf of Rock Properties, requests approval of the Walgreens and adjacent lands final plat; seconded by Commissioner Jones. Motion carried unanimously.*

6. **RESOLUTIONS:**

- B. **Resolution 09-R-68 - Authorizing and directing the voluntary acquisition of a temporary construction easement and two permanent utility easements by donation on a section of property owned by the School Board of Sarasota County that are necessary for Springhaven Drive Improvement Project. (C. Pingree)**

Subsequent to City Clerk Raimbeau reading Resolution No. 09-R-68 into the record by title only, Real Estate Manager Pingree provided an overview of the Resolution authorizing and directing the voluntary acquisition of a temporary construction easement and two permanent utility easements by donation on a section of property owned by the School Board of Sarasota County that are necessary for Springhaven Drive Improvement Project. There were no questions from the Commission and no public comment.

*Commissioner Blucher moved to approve Resolution 09-R-68 - Authorizing and directing the voluntary acquisition of a temporary construction easement and two permanent utility easements by donation on a section of property owned by the School Board of Sarasota County that are necessary for Springhaven Drive Improvement Project; seconded by Commissioner Treubert. Motion carried unanimously.*

7. **GENERAL BUSINESS:**

A. **Discussion, and possible action, regarding Ordinance 09-10 Local Business Preference. (G. Duyn/T. Gould) No Action was taken by the Commission**

Purchasing Contract Specialist Skipper provided an overview of concerns regarding Ordinance No. 09-10, Local Business Preference. Discussion ensued and it was the *consensus of the Commission to wait to see what changes Sarasota County and Charlotte County are going to make to their Local Business Preference Ordinances.* There was no public comment.

B. **Discussion, and possible action, regarding whether the City of North Port will proceed or opt out of participating in the proposed Sarasota County Uniform Addressing Ordinance No. 2009-030 and/or revise the City's local addressing Ordinance No. 88-8 to incorporate (at a minimum) the County-proposed regional grid system. (P. Collins/S. Rider)**

Planning and Zoning Tech II Rider provided an overview of the pros and cons regarding opting out of participating in the proposed Sarasota County Uniform Addressing Ordinance No. 2009-030 and/or revising the City's local addressing Ordinance No. 88-8 to incorporate the County-proposed regional grid system. Discussion ensued: (1) it was noted that it will be a 10 year process; (2) if a change is made in addressing, it should be done only one time; (3) the cost has not yet been determined; (4) there was a *consensus to follow staff's recommendation to authorize staff to proceed in revising City Ordinance No. 88-8 to incorporate (at a minimum) the Sarasota County-proposed uniform addressing grid system and bring back any additional proposed changes considered beneficial or necessary.*

C. **Discussion, and possible action, regarding Taxpayer Bill of Rights (TABOR/Revenue Caps.) (Commissioner Jones)**

Subsequent to Commission discussion there was a *consensus to place a Resolution regarding Taxpayer Bill of Rights (TABOR/Revenue Caps) on the November 9, 2009 Agenda and for the Chair to send a letter to Tallahassee. (Commissioner Jones to provide language to City Clerk)*

D. **Discussion, and possible action, regarding Renewable Portfolio Standards and Feed-in Tariff. (Commissioner Jones)**

After Commission discussion there was a *consensus for a Resolution regarding Renewable Portfolio Standards and Feed-in Tariffs to be placed on the November 9, 2009 Agenda and for the Chair to send a letter of support to Tallahassee. (Commissioner Jones to provide language to the City Clerk)*

E. **Discussion, and possible action, regarding a United States Fish and Wildlife Service (USFWS) matching grant opportunity and the City's application to the "Partnership for Fish and Wildlife" matching grant program (Total Project Cost: \$210,000). (W. Ward/C. Pingree/S. Frank) REMOVED FROM AGENDA**

**F. Discussion, and possible action, regarding an Aquatic/Regional Complex Feasibility Study. (W. Ward / S. Borgsdorf)**

General Services Director Borgsdorf provided an overview regarding an Aquatic/Regional Complex Feasibility Study. Discussion ensued: (1) it was noted that the YMCA charges the North Port High School for the Swim Team to practice at the pool; (2) possibility of partnering with the School Board to fund a pool at the Community/Teen Center; (3) the cost of building a pool at the Community/Teen Center is estimated at two million dollars. (4) there was a *consensus to hire a consultant to develop a City-wide Aquatic Facilities Master Plan and requested that staff provide the Commission with figures for completion of this project and also for the Atwater Park Project.* Thereafter, public comment was held.

**8. PUBLIC COMMENT:**

Subsequent to public comment, it was requested that the City Attorney research a request by the Senior Center regarding playing Bingo.

**9. COMMUNICATIONS:**

Commissioner Garofalo: (1) announced that the first census meeting will be in November; (2) provided a reminder regarding trick-or-treating at City Hall on October 30, 2009 from 4:00p.m. – 7:00 p.m. (3) announced that the 50<sup>th</sup> Anniversary Cookbooks are available; (4) provided a reminder regarding the Candlelight Vigil to be held on Thursday, October 29, 2009 6:00 p.m. – 7:30 to remember those whose life's were lost due to drug and alcohol abuse; (4) provided an update regarding the Metropolitan Planning Organization Meeting he attended.

City Clerk Raimbeau: (1) scheduled a Commission Joint Meeting with the Sarasota Board of County Commissioners for be held in North Port February 16, 2010 at 2:00 p.m.

**10. ADJOURNMENT**

Chair Carusone adjourned the Commission Regular Meeting at 11: 21 p.m.

CITY OF NORTH PORT, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
DAVID J. GAROFALO, SR., COMMISSION  
CHAIR

\_\_\_\_\_  
HELEN M. RAIMBEAU, MMC  
CITY CLERK

Minutes approved at the Commission Regular Meeting  
this \_\_\_\_\_ Day of \_\_\_\_\_ 2009.