

City of Crystal River



Agenda Packet
for
Regular Council Meeting
Monday, March 12th, 2018
7:00 p.m.



Agenda
Crystal River City Council
Regular Council Meeting
Monday, March 12th, 2018 @ 7:00 p.m.
Council Chamber, City Hall

Jim Farley, Mayor
Ken Brown, Council Seat #1/ Vice Mayor
Mike Gudis, Council Seat #2
Pat Fitzpatrick, Council Seat #3
Robert Holmes, Council Seat #5

Dave Burnell, City Manager
George G. Angeliadis, City Attorney
Mia Fink, City Clerk

NOTICE TO PUBLIC

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105, Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the City of Crystal River, City Manager's Office, 123 N.W. Highway 19, Crystal River, Florida, 34428 (352) 795-4216, at least two (2) days before the meeting.

GENERAL MEETING PROCEDURES

1. In consideration of others, we ask that you follow a few basic rules:
 - A. Please turn cell phones off, or place on vibrate. If you must make a call, please step out into the hallway, in order not to interrupt the meeting.
 - B. If you must speak to someone in the audience, please speak softly or go out into the hallway, in order not to interrupt the meeting.
 - C. Personal comments/remarks, directed to Council or the public, are not allowed and are considered out of order.
2. Public comment is allowed two (2) times during the Council meeting:
 - A. **Public Input:**
The general public will be allowed three (3) minutes to speak during the *Public Input* section at the beginning of the meeting. The topic is open.
 - B. **Public Input:**
The general public will be allowed five (5) minutes to speak during the *Public Input* section at the end of the meeting. The topic is open.

1. CALL TO ORDER

- A. Roll Call.....City Clerk Fink
- B. Invocation.....Council member Gudis
- C. Pledge of Allegiance.....Mayor Farley
- D. Recognition of Elected Officials in Attendance.....Mayor Farley

2. ADOPTION OF AGENDA

3. PRESENTATIONS

- A. Brain Awareness Week Proclamation.....Pilot's Club

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- A. Motion to approve minutes from the Regular City Council meeting held February 26, 2018
- B. Motion to approve Special Event permit and Waiver of Open Container for the UF AMCB Symposium Dinner at Hunter Springs Park
- C. Motion to approve the waiver of open container request for the music under the stars event on April 7, 2018
- D. Motion to approved revisions to Crystal River Tree Board By-Laws
- E. Motion to approve updated bylaws for the Crystal River Waterfronts Advisory Board and approve the board members composition number change

6. PUBLIC INPUT

(Time Limit of Three Minutes)

7. PUBLIC HEARING

- A. Consideration of approval of Ordinance No. 18-O-01 amending the City of Crystal River Land Development Code, specifically Chapter 5, Accessory Structures in all Residential Districts by adding Section 5.01.04(c) to allow fences on vacant residential properties with stipulations on First Reading and setting a Public Hearing for March 26, 2018 for final reading

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE CITY OF CRYSTAL RIVER LAND DEVELOPMENT CODE, CHAPTER 5 - ACCESSORY TEMPORARY, AND SPECIAL USE SITUATIONS, SECTION 5.01.04 ACCESSORY STRUCTURES IN ALL RESIDENTIAL DISTRICTS, BY ADDING SECTION (C) THAT WILL ALLOW FENCES ON VACANT PROPERTY(S) WITH STIPULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- 1. Read Ordinance by title Only for First Reading
- 2. Hold Public Hearing
- 3. Motion to Adopt Ordinance No. 18-O-01 on First Reading

8. CITY ATTORNEY

9. CITY MANAGER

- A. Motion to approve a proposal from Kimley Horn to assist with updating the existing data, inventory and analysis and goals, objectives and policies for the Transportation Element of the City's Comprehensive Plan for an amount not to exceed \$22,335.00
- B. Motion to authorize Staff to begin negotiations with Long & Associates Architects/Engineers, Inc. for architectural services related to a feasibility study for a City Hall
- C. Motion to approve an emergency rebuilding by Mader Electric of a mixing motor for the sum of \$11,651.71
- D. Motion to adopt Resolution No. 18-R-13 appropriating an additional \$159,337.19 for the US-19 widening utility relocation project and approval of the Deferred Utility Relocation Expense Reimbursement Agreement
- E. Motion to adopt Resolution No. 18-R-15; approve a Federally Funded Sub-award and Grant Agreement between the State of Florida Division of Emergency Management and the City of Crystal River for Mitigation Reconstruction of property owned by Stacy Koos located at 228 NE 3rd Street for the amount of \$167,175.00; and to approve the Flood Mitigation Reconstruction Grant Assistance Program Subgrant Agreement between the City of Crystal River and Christy Koos in the amount of \$97,425

10. CITY COUNCIL

11. COMMITTEE REPORTS

- A. Mayor Farley
 - *Waterfronts Advisory Board*
- B. Vice Mayor Brown
 - *Withlacoochee Regional Water Supply Authority*
 - *Crystal River Main Street*
- C. Council member Fitzpatrick
 - *Metropolitan Planning Organization*
- D. Council member Gudis
 - *Tourist Development Council*
 - *Library Governing Advisory Board*
 - *Florida League of Cities*
 - *Citrus County Community Charitable Foundation Board*
- E. Council member Holmes
 - *Keep Citrus County Beautiful*
 - *Springs Coast Steering Committee*

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

- A. Mayor Farley
- B. Vice Mayor Brown
- C. Council member Fitzpatrick
- D. Council member Gudis
- E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

15. ADJOURNMENT

PROCLAMATION

WHEREAS, Brain Awareness Week is an international campaign, coordinated by the Dana Alliance for Brain Initiatives; and

WHEREAS, this organization is working to increase public awareness of the progress, promise, and benefits of brain research; and

WHEREAS, more than 1500 organizations in 55 countries participate, including scientific institutions, patient advocacy groups, schools, hospitals, government agencies and service groups; and

WHEREAS, this collaborative effort offers a rare opportunity for the groups to focus attention on their specific messages such as successful aging, early childhood development and medical research funding; and

WHEREAS, again, this year, the Pilot Club of Crystal River is participating in Brain Awareness Week by launching publicity to demonstrate our many and varied activities in the brain awareness field, including educating children in Brain Safety with the acclaimed "Brain Minders" puppet demonstrations in the pre-schools, elementary schools and community events and festivals; and

WHEREAS, this participation also includes our assistance in the fitting and distribution of bicycle helmets through the Citrus County Sheriff's Department Safety Fair.

NOW, THEREFORE, I, Jim Farley, Mayor of the City of Crystal River, Florida, do hereby proclaim March 12th through the 18th of 2018 as

Brain Awareness Week

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Crystal River, Florida, this 12th day of March, 2018.

Attest:


Mia Fink, City Clerk


Jim Farley, Mayor



City of Crystal River



Minutes from the
Regular Council Meeting held
Monday, February 26th, 2018
@ 7:00 p.m.



**Minutes of the
Crystal River City Council
Regular Council Meeting
Monday, February 26th, 2018 @ 7:00 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

Vice Mayor Brown called the meeting to order at 7:00 p.m.

Council Present: Vice Mayor Brown, Council member Gudis, Council member Fitzpatrick, Council member Holmes

Council Absent: Mayor Farley

Staff Present: City Manager Dave Burnell, City Attorney Rey, City Clerk Fink, Finance Director Michelle Russell Public Works Director Beau Keene, and Planning and Development Services Director Jackie Gorman.

Mayor Farley led in the Pledge of Allegiance and Council member Holmes led the invocation.

2. ADOPTION OF AGENDA

Motion to adopt the agenda was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried 4-0.

3. PRESENTATIONS

A. *CCSO Quarterly Report*.....*Captain Ryan Glaze*
Captain Glaze presented the report, addressed Council questions regarding vehicular burglaries, and provided an update on January and February statistics and on the water activities.

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes from the Regular City Council meeting held February 12, 2018

B. Monthly departmental reports for the month of January

Motion to approve the consent agenda was made by Council member Fitzpatrick; seconded by Council member Holmes. Motion carried 4-0.

6. PUBLIC INPUT

(Time Limit of Three Minutes)

Jack Huegel- 743 SE 1st Court- Discussed upcoming Three Sisters Springs Management plan decision, noting the level of press coverage, number of meetings and opinions being shared and discussing a recent meeting with USFWS he attended and materials presented, expressing concerns with the lack of detail. He also discussed City's capabilities, noting Three Sisters Springs Trail landscaping project success and local government's ability to expedite projects.

Nathan Brough - 8387 N. Marinazzo Terrace- Spoke regarding gun violence in schools and inquired on City Council plans to address school safety, noting things can be done at the local level. Vice Mayor Brown clarified the various roles and divisions of responsibility among City Council, Citrus County School Board and Citrus County Sheriff's Office.

Community Resource Officer Scotty Roush addressed the inquiry, confirming that all of the schools in Citrus County have armed school resource officers and that Sheriff Prendergast is addressing the issue currently, though he cannot further elaborate at this time.

Vice Mayor Brown noted enhanced law enforcement services funded by the City and provided through a contract with Citrus County Sheriff's Office and Council member Gudis acknowledged his concerns, noting safety with in the City and encouraging him to voice concerns to the Citrus County School Board and Citrus County BOCC.

Doris Brough- 8783 N Marinazzo Terrace- Inquired what city actions were being taken to combat weapons bans recently proposed by Governor Scott. City Manager Burnell recommended contacting local representatives (State Senate and House), noting legislative decision making authority.

Ms. Brough also inquired if Council consideration had been given to utilizing veteran volunteers to assist with security.

Council members discussed the Citrus County Sheriff's Office volunteer program and encouraged them to make contact.

Ray Jones- 10 NE 4th Street- Discussed a past legal issues related to shampoo bottles, a family estate, and employment loss. City Attorney Rey recommended that he contact Mid-Florida Community Legal Services.

7. PUBLIC HEARING

- A. Consideration of adoption of Ordinance No. 18-O-02 providing for a small scale amendment to the future land use map (FLUE) of the comprehensive plan reclassifying 3.67 acres (MOL) of property owned by Ag-Pro Real Estate Investments, LLC from High Density Residential (HDR) land use to Highway Commercial Land Use (HC) on Final Reading. QUASI-JUDICIAL

Motion to read the ordinance by title only was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried 4-0.

ORDINANCE 18-O-02 -AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, RECLASSIFYING 3.67 ACRES (MOL) OF PROPERTY OWNED BY AG PRO REAL ESTATE INVESTMENTS, LLC, PARCEL ID 17E18S27 43420 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER, FROM HIGH DENSITY RESIDENTIAL (HDR) LAND USE TO HIGHWAY COMMERCIAL (HC) LAND USE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Background: Agenda Sheet Requested Motion: Motion to adopt Ordinance No. 18-O-02 providing for land use amendment changing 3.67 acres from High Density Residential (HDR) to Highway Commercial (HC) on Final Reading.

Summary:

Ag Pro Real Estate Investments Inc. is the owners of property located at 1113 SE US Highway 19 (formerly known as H&H Motors). This property has a split land use, the front half being HC and the back portion High Density Residential. In order for Ag Pro to move forward with their development (the sale of John Deere tractors) there cannot be two land use categories.

The Planning Commission held a Public Hearing on January 18, 2017 and voted unanimously to recommend the land use change. During the Public Hearing a resident from the adjacent subdivision (Paradise Gardens) was concerned with the intensity of having a commercial development adjacent to residential and that that the residents would not be protected from intrusion of the new development. At the time we explained that Section 4.05.03 of the City’s Land Development Code would require a 20’ buffer that includes landscaping along with a continuous hedge or solid masonry wall at least four (4) feet high.

Staff received information since that time that a 15’ right of way exists between the two developments that is owned by the City (see attached map). Buffer requirements for Public property that is adjacent to Commercial is a 15’ buffer; four (4) canopy trees and four (4) understory trees but the wall is not necessary. In conclusion the total buffer will be 30’ along with canopy and understory trees.

Mr. Garrett, representing Ag Pro, understands this requirement and staff will be sure it is in place prior to site plan approval.

Staff Recommendation: Approval

End of Agenda Sheet]

Vice Mayor Brown called for disclosure of any conflicts of interest or ex parte communications: There were none.

The City Clerk swore in all individuals wishing to testify on the matter.

Staff Presentation: Ms. Gorman requested staff report for both Land Use and Zoning be entered into the record (ATTACHMENT A).

Applicant’s Presentation: Dustin Garrett- 108 Myrtle Drive, Thomasville, GA- representing Ag Pro offered to address Council questions. There were none.

Public Hearing: No one spoke for or against the ordinance.

Motion to Adopt Ordinance No. 18-O-02 providing for *land use* amendment changing 3.67 acres from High Density Residential (HDR) to Highway Commercial (HC) on Final Reading was made by Council member Fitzpatrick; seconded by Council member Holmes. Motion carried unanimously.

B. Consideration of approval of Ordinance No. 18-O-03 amending the official zoning map of the City of Crystal River changing zoning on properties owned by Ag-Pro Real Estate Investments, LLC from High Density Residential 9R3) to High Intensity Commercial (CH) on Final Reading
QUASI-JUDICIAL

Motion to read the ordinance by title only was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried 4-0.

ORDINANCE 18-O-03 - AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING THE ZONING ON

PROPERTIES OWNED BY AG PRO REAL ESTATE INVESTMENTS, LLC, (3.67 ACRES MOL AS DESCRIBED HEREIN AND LOCATED AS SHOWN IN EXHIBIT A), PARCEL ID 17E18S27 434200080 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER FROM HIGH DENSITY RESIDENTIAL (R-3) TO HIGH INTENSITY COMMERCIAL (CH) AS DESCRIBED IN SECTION 3; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Background: [Agenda sheet Requested Motion: Motion to adopt Ordinance No. 18-O-03 providing for Zoning amendment changing 3.67 acres from High Density Residential (R-3) to High Intensity Commercial (CH) on Final Reading.

Summary: Ag Pro Real Estate Investments Inc. is the owners of property located at 1113 SE US Highway 19 (formerly known as H&H Motors). This property has a split land use, the front half being High Intensity Commercial (CH) and the back portion High Density Residential (R-3). In order for Ag Pro to move forward with their development (the sale of John Deere tractors) there cannot be two zoning categories.

The Planning Commission held a Public Hearing on January 18, 2017 and voted unanimously to recommend the zoning change. During the Public Hearing a resident from the adjacent subdivision (Paradise Gardens) was concerned with the some of the underbrush being removed on the property and that the residents would not be protected from the intensity of the new development. At the time we explained that Section 4.05.03 of the City's Land Development Code would require a 20' buffer with four (4) canopy trees; four (4) understory trees; a continuous hedge or solid masonry wall at least four (4) feet high with twenty-five (25) shrubs planted on the outside of the wall to be planted in a double-staggered row.

We received information since that time that a 15' right of way exists between the two developments that is owned by the City (see attached map). Buffer requirements for Public property that is adjacent to Commercial is a 15' buffer; four (4) canopy trees and four (4) understory trees but the wall is not necessary. In conclusion the total buffer will be 30' along with canopy and understory trees.

Mr. Garrett, representing Ag Pro, understands this requirement and staff will be sure it is in place prior to site plan approval.

Staff Recommendation: Approval

End of Agenda Sheet]

Vice Mayor Brown called for disclosure of any conflicts of interest or ex parte communications: There were none.

Staff Presentation: Ms. Gorman requested staff report for both Land Use and Zoning be entered into the record (ATTACHMENT A).

Applicant's Presentation: There were none.

Public Hearing: No one spoke for or against the ordinance.

Motion to adopt Ordinance No. 18-O-03 providing for Zoning amendment changing 3.67 acres from High Density Residential (R-3) to High Intensity Commercial (CH) on Final Reading was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried 4-0 on a roll call vote.

8. CITY ATTORNEY

9. CITY MANAGER

A. Motion to approve Three Party Escrow Agreement with FDOT

Background: [Agenda Sheet **Requested Motion: Motion to approve a Three Party Escrow Agreement with the FDOT and State of Florida to fund the Highway 19 Utility Relocation project.**

Summary: This request relates to the relocation of the city utilities that are in conflict with the US-19 widening project.

In August, 2017 Council approved a Utility Work by Highway Contractor Master Agreement (UWHCA) with the FDOT which allows for a change order approach for work performed by the highway contractor. In November, 2017 (after this FY's budget was established) the engineering consultant advised that the cost estimate increased from the original estimate of \$214,000 to \$592,650. On December 11, 2017 DPW brought forth a request to increase the total project budget to \$625,000 (which conservatively included a 15% allowance). Council approved that request through Resolution No. 18-R-09 which appropriated an additional \$350,000.

Since that time, the cost estimate has increased; the final cost estimate submitted to the FDOT is \$699,052.75 with an additional 10% contingency allowance and a 2% administration fee for a new total of \$784,337.19. FDOT had also advised the funds must be deposited in an escrow account with the Comptroller's Office by February 21, 2018.

During the February 12, 2018 City Council meeting staff requested approval of Resolution #18-R-13 appropriating an additional \$159,337.19 to be deposited into ESCROW per the Three Party Escrow agreement with FDOT. Upon Council discussion a decision was made not to approve the additional funding, however Council consensus was reached to move forward with depositing already approved funding (\$625,000.00) into ESCROW and request FDOT for assistance with the balance.

Staff is requesting approval of the Three Party Escrow Agreement to move forward.

Staff Recommendation: Approval of the Three Party Escrow Agreement for deposit of already budgeted \$625,000.00 into ESCROW. End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and discussed potential options related to the currently unfunded portion of the project budget, including submission of a written request by the City Manager. He also discussed of potential consequences related to project delays including increased costs, and other grant related funding obligations.

City Attorney Rey recommended the motion be amended to specify the already approved budgeted amount of \$625,000.00.

Motion to approve a Three Party Escrow Agreement with the FDOT and State of Florida to fund the Highway 19 Utility Relocation project in the amount of \$625,000.00 was made by Council member Holmes; seconded by Council member Fitzpatrick.

Discussion was held during which Council member Gudis expressed concerns regarding unfunded mandates, City Manager Burnell reiterated the status of the unfunded project balance, Council member Fitzpatrick noted the consequences of delaying the project and City Attorney Rey clarified the purpose of the requested motion.

Further Council discussion was held regarding the project timeline, statutory obligations related to project funding and details regarding interest contained within the agreement.

Motion carried 4-0.

- B. Motion to authorize City Manager to negotiate with Academy of Environmental Science (AES) on a new lease agreement based on City Council direction

Background: [Agenda Sheet Requested Motion: Motion to authorize City Manager to negotiate with Academy of Environmental Science (AES) on a new lease agreement based on City Council direction.

Summary: The City of Crystal River took ownership of the now (AES) building and site, utilizing Florida Community Trust (FCT) funds. The state changes to secure school facilities made the site accessible to the public. FCT notified the City that public access to the property was not being met. The City working with Citrus County, Environmental Charter School and FCT developed a plan for a public access with a pier passing through wetlands to provide views of saw grass and the Salt River on the east end of the property. This site is of an unusual configuration of wetlands making any simple section of the property available for public use an impossibility. (FCT) agreed this would meet the intent of public access and valued the charter school. This was the reason for the lease period to change from \$1.00 a year to \$23,000 a year for repayment of the required improvements being paid over a five year period.

The letter attached is the first communication from Academy of Environmental Science (AES) Board of Directors on negotiating a new contract. It suggests two possible options:

Renewal of the lease for five (5) years at one (1) dollar per year as before & AES continues to responsible for repairs and updates.

Renewal of the lease for five (5) years at twenty-three thousand (23,000) dollars per year + yearly rate and the City of Crystal River will be responsible for repairs.

Staff is looking for direction on City Council desire to continuing the relationship with the (AES) and if so any specific expectations within the lease agreement.

Staff Recommendation: Staff recommends proposed Option #1, by which the City would have no maintenance responsibilities of the building or site. Staff also recommends a semi-annual site inspection requirement by the City to assure adequate repair and maintenance is being completed.

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item, history of the property, including access issues, recent measures to secure the facility and inclusion of boardwalk feature.

Council member Holmes made note of dedication of boardwalk to the late Gary Maidhoff, and Council members agreed with the staff recommendation.

Vice Mayor Brown invited Ms. Atkins to offer public comment.

PUBLIC INPUT:

Dee Atkins-3851 N. Nokomis Point- Spoke in favor of the staff recommendation, noting her previous service as a Board member, and the high maintenance cost.

Motion to authorize City Manager to negotiate with Academy of Environmental Science (AES) on a new lease agreement based on City Council direction was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried 4-0.

10. CITY COUNCIL

11. COMMITTEE REPORTS

A. Mayor Farley

- *Waterfronts Advisory Board*

B. Vice Mayor Brown

- *Withlacoochee Regional Water Supply Authority* –Reported on upcoming meeting agenda item regarding the potential dissolution of the WRWSA, requesting Council consensus on Crystal River’s vote. Council discussion was held regarding purpose of the Board, other entities that would assume such authority and previous concerns expressed by Council members and County Commissioner Jeff Kinnard related to Citrus County funding of other jurisdiction’s water conservation programs. Consensus was reached to vote in favor of dissolution and Vice Mayor Brown requested City Manager Burnell to attend the meeting on his behalf.

- *Crystal River Main Street-* Advised there was not a quorum, but discussion was held regarding Three Sisters Springs Refuge and potential management options during which no official position was taken.

C. Council member Fitzpatrick

- *Metropolitan Planning Organization-* Reported on commencement of Suncoast Parkway project and discussion of intersection of Highway 44 and U.S. 19.

D. Council member Gudis

- *Tourist Development Council* – Discussed quarterly report presented by Dr. Claygis, reflecting revenue increase from recent bed tax increase, noting CIP projects were also up for discussion.
- *Library Governing Advisory Board*
- *Florida League of Cities*
- *Citrus County Community Charitable Foundation Board-* Reported on investment decision related to the fund (an approximate total of \$8 million), Baker Act discussion, Chamber of Commerce Executive Director Josh Wooten’s question regarding hospital board purpose, and the swearing in of a new Board member, Chief Medical Officer.

E. Council member Holmes

- *Keep Citrus County Beautiful-* City Clerk Fink reported on recent activities and events, including recent partnership with Community Housing Partners, and participation in recent Habitat for Humanity home dedications and Annual Kids Fishing Clinic. Council member Holmes reported on recent dissolution of Citrus 20/20 and decision to assume responsibilities related to Save Our Waters Week.
- *Springs Coast Steering Committee-*

12. COMMUNICATIONS

Council member Gudis reported that many calls regarding Three Sisters Springs Refuge were received.

Council member Fitzpatrick complimented the city parks.

Brief Council discussion was held regarding upcoming Three Sisters Springs management decision.

Council member Holmes discussed the potential for local oyster farming and potential for Academy of Environmental Science involvement, Council member Gudis noted potential TDC involvement and Vice Mayor Brown recommended contacting Tampa Bay Watch for further information. Vice Mayor Brown also discussed recent communications received regarding Three Sisters Springs and potential parking and littering issues observed throughout the neighborhood near Hunter Springs Park. Discussion was also held regarding the impacts of parks on surrounding neighborhoods and potential solutions, as well as festival impact on surrounding neighborhoods.

13. COUNCIL MEMBER REPORTS

- A. Mayor Farley
- B. Vice Mayor Brown- Noted the increased level of tourism activity.
- C. Council member Fitzpatrick
- D. Council member Gudis- Commented on the local wedding chapel after recently attending a wedding at the location.
- E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

Dee Atkins-3851 N. Nokomis Point- Recommended contacting the Assistant Administrator at the Academy of Environmental Science regarding potential oyster farming, commented on recent editorials regarding Three Sisters Springs Refuge, and the interest in a continued partnership between the City and USFWS, and expressed concerns regarding USFWS ability to meet obligations.

Jack Huegel-743 SE 1st Court Discussed partnerships related to management of Three Sisters Springs Refuge, noting contributions of SWFWMD including development of wetlands area and discussing concerns related to partnership with USFWS, noting vacant headquarters location and lengthy response times to citizen concerns. He also discussed recent lobbying efforts related to management of the property and misconceptions related to project investment, citing the bank stabilization project as an example.

Tom Gotterup-6083 W. Fairhoe Court- Encouraged Nathan Brough to contact CCSO regarding their volunteer program, and discussed recent editorials related to the management of Three Sisters Springs Refuge, encouraging Council to move forward with subjective decision making.

David Street- 102 NE 3rd St- Listed concerns regarding parking and littering in the area of Hunter Springs Park, and various related requests to address issues including development of additional parking, screening and cameras.

Nathan Brough-8783 N. Marinazzo Terrace- Spoke in favor of local oyster farming, discussed parking, traffic and littering issues, and noted strict littering penalties adopted in Washington.

15. ADJOURNMENT-

Vice Mayor Brown adjourned the meeting at 8:41 p.m.



**Ag Pro – 1113 SE US Highway 19
Proposed Land Use Change & Zoning Change
PZ17-0029 (Land Use)
PZ17-0027 (Zoning)
Staff Report and Recommendation
February 7, 2018**



I. Project Description:

1113 SE US Highway 19

Petitioner & Property Owner:

Ag Pro Real Estate Investments Inc.
19595 US Hwy 84
Boston, GA 31626

Request:

Land Use: To amend the Future Land Use Map reclassifying 3.67 acres (MOL) from *High Density Residential (HDR – 12 du/acre)* to *Highway Commercial (HC)*

PLUM CHANGE REQUEST



Zoning: To amend the Zoning Map for 3.67 acres (MOL) from R-3 (High Density Residential) to High Intensity Commercial (CH).

ZONING CHANGE REQUEST



II. **Site Data:**

Existing Use:

Vacant Commercial

Proposed Use:

Retail

Parcel Alt Key: 1089514

Parcel Size - 3.67 acres (MOL)

For Surrounding Land Uses

North – Residential Subdivision
With 15' buffer dedicated to the City of Crystal River
As part of the Paradise Gardens Plat (see atth)

South – Vacant Residential (Split Zoning)

East – Commercial

West - Crystal River Village MH Park



Proposed Use:

Commercial Retail

III. Applicable Comprehensive Plan Provisions:

GOAL 2: Crystal River will be a balanced and well planned community.

Future land Use Element: OBJECTIVE 2.1 Provide for reasonable use of property while protecting, conserving, and maintaining the natural resources and systems identified in this and other elements of this Plan.

Staff Analysis:

Currently this property has split zoning with large amounts of impervious surfaces and no stormwater facilities. The proposed development will reduce the amount of impervious surfaces, create stormwater retention, and provide natural buffers to the property to the north and south. In addition, the existing structure has been vacant for many years and the building is below the required base flood elevation. This land use and zoning will be correcting a legal non-conformancy with the split zoning and bring the site to meet the standards set forth in the land development code and FEMA.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 5B

Requested Motion: Motion to approve a special event permit and waiver of open container for the UF AMCB symposium dinner at Hunter Springs Park.

Summary: The University of Florida Animal Molecular and Cellular Biology department is requesting permission to use an area at Hunter Springs Park for a dinner on April 6, 2018 from 4:30-7:30pm. The group is holding their annual conference at the Plantation and wants to expand their event to another waterfront area of Crystal River. The group is requesting a waiver of open container to be able to bring in their own alcohol for the event, there will be no sales of alcohol and a CCSO Deputy will be hired.

Staff Recommendation: Staff recommends approval.

Funding Information:

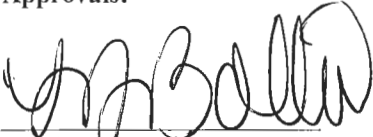
Project Cost:

Funding Source:

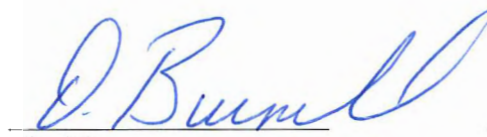
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Special Events Permit

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

APPLICANT INFORMATION	
ORGANIZATION NAME	Animal Molecular & Cellular Biology (AMCB) group - University of Florida
CONTACT PERSON #1	Dr. Peter Hansen
TITLE	Distinguished Professor and Director of AMCB
ADDRESS	2250 Shealy Drive Gainesville FL 32611
PHONE NUMBERS	352-392-5590 x238 (office)
E-MAIL ADDRESS	pjhansen@UFL.edu
CONTACT PERSON #2	Elizabeth Jannaman (best contact for permit details)
TITLE	Event organizer and Laboratory technician
ADDRESS	2250 Shealy Drive Gainesville FL 32611
PHONE NUMBER	* 302-383-5747 (mobile) * 352-392-5590 x238 (office)
E-MAIL ADDRESS	ejannaman@UFL.edu
ORGANIZATION WEBSITE	http://www.animal.ufl.edu/AMCB/
IS ORG 501-C	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If yes, must provide documentation
GROUP LIABILITY INS.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INSURED COMPANY	One Beacon Entertainment
POLICY NUMBER	
General liability insurance is required naming the City of Crystal River as additional insured. Limits of liability should be no less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage. If food is being served, product liability must be included. If the event is approved for alcohol sales, insurance must include an alcohol endorsement.	

EVENT INFORMATION	
NAME OF EVENT	2018 AMCB Symposium Dinner
TYPE OF EVENT	symposium attendee dinner
EVENT DATE(S)	Friday April 6th 2018
EVENT TIMES	5:00 pm 8:00 pm (DUSK)
EVENT DATE(S)	4:30pm 7:30pm
EVENT TIMES	
EVENT LOCATION	Hunter Springs Park
ADDRESS	104 NE 1st Ave Crystal River FL Note: We are NOT requesting private use of park for this day and time. We understand it is open to the public.
DESCRIPTION OF EVENT	Traditional american cookout (hamburgers or steaks) for multinational group (est 40 guests) of professors, PhD candidates and Master's degree candidates chosen to present at a research symposium held at the 'Plantation on Crystal River' April 6-7 2018. Dinner is held for attendees to promote further discussion of research presented earlier in the day. There are NO ticket/food/alcohol sales or donations. We are respectfully requesting permission to consume beer and wine during the event if desired by attendees. Transportation of attendees will be by trolley from the 'Plantation on Crystal River'. No vehicles are expected to park at the site. No tents, booths, etc will be present. No signage will be present. One folding table (8ft) is expected to be set up next to the grill for ease of food preparation. Trash from the event can be bagged and taken off site for disposal if needed. Beverages (both alcoholic and non) can be served in unmarked plastic only (ie no glass or marked alcohol containers) if needed. There are no electrical or water hookups requested. We have played low volume background music (no profanity) in the past from a single portable speaker (ex iphone speaker). A deputy will be hired to supervise if required by park regulations. Proper liability insurance will be obtained. This is historically a modest gathering of professionals. I have attached previous years' symposium proceedings for reference. If needed, attempts could be made to contact past host venues to verify behavior etc. Please contact Elizabeth Jannaman at 302-383-5747 for more details or information.

# OF PEOPLE EXPECTED	estimated 40			
FEES INVOLVED	ENTRANCE	\$ 0	DONATION	\$ 0
	VENDOR	\$ 0	BOOTH	\$ 0
	OTHERS	\$ 0		
PROCEEDS BENEFIT	** There are NO ticket, food, or alcohol sales or donations at this event. **			
OPEN TO THE PUBLIC	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
FOOD SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	*Food will be cooked on park grill and served to attendees.	
ALCOHOL SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	* Request permission to consume beer or wine if desired.	
REQUESTING OPEN CONTAINER WAIVER	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	* Request permission to consume beer or wine if desired. No glass or marked container (ie plastic cups only) rule can be accommodated.	
MERCHANDISE VENDORS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MUSICIANS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

EVENT SERVICES			
REQUESTING CITY PROPERTY FOR EVENT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If yes, list property name and address below
	PROPERTY ADDRESS	Hunter Springs Park at 104 NE 1st Ave. Park DOES NOT need to be private on day of event.	
REQUESTING ELECTRIC FROM CITY SITES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
LOCATION(S)			
WASTE PLAN	Waste can be bagged and disposed of off property if desired by city/park.		
WASTE HAULER	Self		
RESTROOM FACILITIES	<input checked="" type="checkbox"/> ON PROPERTY	PORTABLE FACILITIES	
	If portable, Company name		
# OF RESTROOMS	1 (present at park)	# OF HANDICAPPED	
SECURITY	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If alcohol is served, CCSO must be hired
SECURITY COMPANY	Citrus County Sheriff Office (we have contacted Michelle Shomer of Special Details 352-249-2717)		
# OF PERSONS	1 deputy for the duration of the event		
PARKING LOCATION(S)	1. Attendees will be transported to and from park by trolley. 2. No vehicles are expected to be parked at site. 3.		
TOTAL SPACES	0		
HANDICAPPED SPACES	0		
If parking location is insufficient on site, parking arrangement letter(s) may be obtained from owner(s), renter(s) of additional parking sites. Letter must state permission from owner(s)/renter(s), date(s) of event, and number of handicapped and regular parking spaces provided.			
OTHER SERVICES			

APPLICATION CHECKLIST	
SITE PLAN (including)	A layout of the event site showing all structures with respect to existing buildings, property lines, roads, and walkways. A Google earth aerial map or other source will work as a base map.
✓	Proposed ingress and egress
	Tents, vendor booths; including food and beverage, restrooms, portable toilets, drinking fountains, tables, and rides.
	Parking areas: including number and location of handicapped spaces (must be 1 for every 25 regular spaces)
	Electrical and water hook ups
	Support vehicle locations and number of vehicles
	Signage
	Parade routes
	Barricade Locations
✓	Certificate of liability insurance, as stated above.
✓	501 (c) 3 Determination letter- <i>if applicable</i>
N/A	Liquor license- Submission with map and approved license when obtained
N/A	Documentation of contact with businesses and/or residents directly impacted by event. Mailings are acceptable; please include a copy of the letter and what properties will receive it.
N/A	Private property letter of consent
N/A	Road closure request form
N/A	Signage request (<i>outside of code ordinance</i>)
N/A	Meeting with City staff if required
N/A	Additional parking location letter(s)
N/A	Tent permit, if applicable (<i>tents over 900 square feet</i>)
✓	Special event fee, <i>due after approval of event by council</i>

SPECIAL EVENT FEE SCHEDULE			
Non-Profit		For-Profit	
Special Event	\$50.00	Special Event	\$150.00
Festival, with road closures and/or alcohol sales	\$250.00	Festival, with road closures and/or alcohol sales	\$500.00
Festival Cleanup*	\$150.00	Festival Cleanup*	\$150.00
Permits received less than 60 days prior to the event will incur an additional \$50.00 charge.			
Permits received less than 30 days prior to the event date will not be accepted.			
<i>Special event fees are due immediately following approval of the event from the City of Crystal River council. Failure to submit payment within 15 days after receipt of invoice may result in cancellation of event.</i>			

**CITY OF CRYSTAL RIVER
SPECIAL EVENT PERMIT
AGREEMENT**

The City of Crystal River issues a Special Event Permit to

Animal Molecular and Cellular Biology group at University of Florida c/o Peter Hansen

(a person, corporation, partnership), hereinafter called "the Permittee," for a special event, described as

Dinner for attendees of symposium

to be held on the 6th day of April, 2018 until the

6th day of April, 2018, during the hours of

5:00pm through 8:00pm aka DUSK

The permittee has received the statement of the estimated cost of providing city personnel and equipment. The permittee will prepay these estimated costs for city services and equipment ten (10) days prior to the permitted special event.

The permittee shall be responsible for the property used for the event and will insure that the event area will be properly cleaned and restored and acknowledges that the permittee will be billed for the actual cost by the city for clean up and restoration

The clean-up deposit shall be returned after the event in a timely manner if the area was properly cleaned and restored.

The permittee shall be responsible and answerable to damages for any and all loss, damage or injury, together with the costs and expenses incidental thereto, arising out of or due to the negligence of the permittee, or any of the permittee's agents, employees, or volunteers in providing or failing to provide adequate care during the use of the City's water supply service, or other city property and facilities.

As a permittee, I do understand that a revocation of permit may be required according to section 3.94 of The City of Crystal River Code of Ordinances.

The permittee shall call for an inspection to assure compliance with all permitting conditions prior to opening the special event.

If litigation is necessary to enforce this agreement or to collect money due according to the terms of this agreement, The City of Crystal River shall be entitled to an award of all costs incurred incident to such litigation, including reasonable attorney's fees, both in trial and on appeal.

This agreement shall bind and insure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assignees.

Witness their hands and seals this day and year.

Date: _____

Permittee: _____
(Name of Organization)

Signed By: Elizabeth Jannaman Peter Hansen
(Contact person)

Print Name: Elizabeth Jannaman Peter Hansen

Print Title: Event Organizer & Laboratory Technician Distinguished Professor and Director of AMCB

City of Crystal River

Signed By: Keslie Bollin
(City Designee)

Print Name: Keslie Bollin

Print Title: S.E.C.

IF PERMITTEE IS A CORPORATION OR PARTNERSHIP:

PAYMENT OF ALL SUMS DUE HEREUNDER IS HEREBY PERSONALLY GUARANTEED BY THE UNDERSIGNED.

Signature

Date

Printed Name

Address:





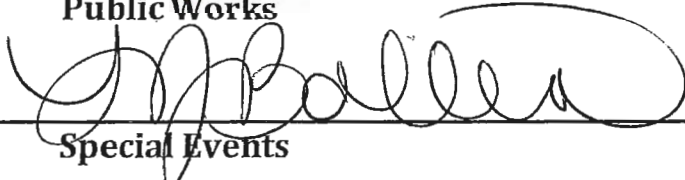
Telephone:

E-mail:

RECEIVED
FEB 22 2018

Office Use Only
Date Received: By:
Via: E-mail Fax In Person Mail

Office Use Only

 #0436	City Staff Approval	<u>2/23/18</u>
Sherriff's Department		Date
		<u>3/4/18</u>
Fire Department		Date
		<u>2/23/18</u>
Community Planning		Date
Waterfronts Manager		Date
		<u>2/23/18</u>
Public Works		Date
		<u>2.22.18</u>
Special Events		Date
City Manager/City Clerk		Date
Council Date:	<u>3.12.18</u>	
Approved _____	Denied _____	



Consumer's Certificate of Exemption

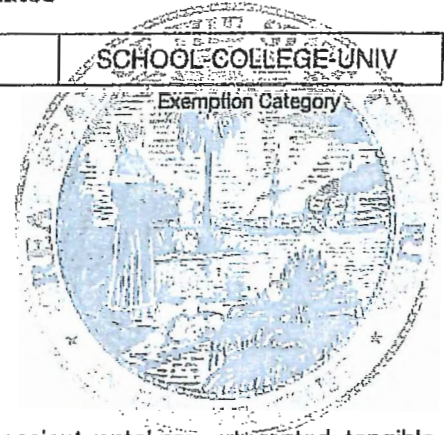
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012646174C-8	11/30/2015	11/30/2020	SCHOOL-COLLEGE-UNIV
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

UNIVERSITY OF FLORIDA
33 TIGERT HALL
GAINESVILLE FL 32611-0001



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

FINANCE & ACCTG
2015/11/26 P 3:23
PAYROLL SERVICES

Application for Special Event Supplemental Documentation

Park Map

AMCB University of Florida / Peter Hansen / Elizabeth Jannaman



Proposed structures: One <6ft portable folding table may be set up next to grills by pavilion. It is understood pavilion cannot be reserved and is subject to 'first come first serve' availability

Ingress/Egress: Main entrance of park (on foot)

Tents/Booths/Etc: No tents, booths, or vendors. One <6ft portable folding table to be set up for food (if needed).

Parking: No parking needs anticipated – guests will be transported to and from park by trolley from Plantation on Crystal River

Electric/Water Hookup: N/A

Support Vehicle & Location: One CCSO Deputy vehicle on site as required by this permit.

Signage: N/A

Parade Route: N/A

Barricades: N/A

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 5C

Requested Motion: Motion to approve the waiver of open container request for the music under the stars event on April 7, 2018.

Summary: The City Special Event Department is hosting an upcoming Music under the Stars events in Kings Bay Park on Saturday, Saturday, April 7, 2018. They are asking for waiver of the City's open container policy for the duration of the event, 6:30-8:30 pm. This will allow attendees to bring in their beverage of choice along with their food. A CCSO Deputy will be hired as security for the event.

Staff Recommendation: Staff recommends approval.

Funding Information:

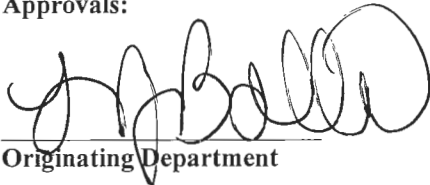
Project Cost:

Funding Source:

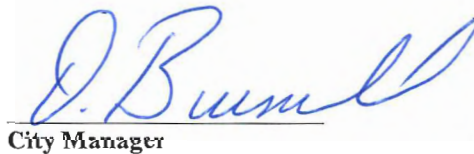
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Special Events Permit

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 5D

Requested Motion: Motion to approve updated bylaws for the Crystal River Tree Board.

Summary: The Board has reviewed Tree Board by-laws and recommends and/or minor updates, as follows:

1. Article VIII, Amendments, paragraph 3. Currently the paragraph reads as follows: "The Board shall review the by-laws annually at the first regular meeting after the organizational meeting held in October"; The Board recommends the paragraph be revised as follows: "*The Board shall review the bylaws every five years at the first regular meeting after the organizational meeting held in October, beginning in 2023*".

Staff Recommendation: Staff takes no exceptions to the proposed revisions and recommends approval.

Funding Information:

Project Cost: NA, no cost

Funding Source:

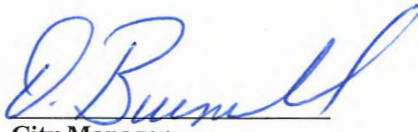
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Proposed bylaw revisions recommended by the Board

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

**CITY OF CRYSTAL RIVER
CRYSTAL RIVER TREE BOARD
BY-LAWS**

**Article I
Name**

1. The name of the organization as prescribed by City Council shall be “Tree Board”. It may also be referred to as “City Tree Board” or “Board”.
2. The office of the City Tree Board shall be at the City of Crystal River City Hall. All official documents, records, minutes, maps, etc. shall be filed or recorded in the office of the City Clerk.

**Article II
Object**

1. The objectives and purposes of the City of Crystal River Tree Board are those set forth in Ordinance 10-O-15 and 11-O-3;
2. The City Tree Board shall be responsible for, but not limited to the following items:
 - (A) To study, investigate, council and develop and /or update annually, and administer a written plan for the care preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas.
 - (B) The plan will be presented annually to the City Council and upon their acceptance and approval shall constitute the official comprehensive City Tree plan for the City of Crystal River, Florida. The board, when requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming with the scope of its work.

**Article III
Members**

1. Membership in terms of office shall be as specified in the ordinance establishing the Commission is shall be comprised of five (5) regular members plus one (1) alternate.
2. All voting Commission members shall take the “Oath of Office” at the meeting immediately following their appointment.

Article IV
Alternate Members

1. Pursuant to Ordinance 11-O-03, there shall be one (1) alternate member of the City Tree Board appointed by the City Council.
2. The Alternate shall attend all regular meetings of the City Tree Board.
3. The Alternate may participate in discussion of any agenda item.
4. In the event of one (1) regular member being either absent or disqualified, the alternate shall be seated in the regular members' position. When seated in place of a regular member, an alternate shall have all of the responsibilities and the authority of a regular member. This includes participation in all discussions, the ability to make motions, and the ability to vote.

Article V
Officers

1. At the first regular meeting in the month of October each year (Organization Meeting) the City Tree Board shall elect, from its members, a Chairperson and a Vice Chairperson. The Vice Chairperson shall act as Chairperson of the Board during the absence or disability of the Chairperson.
2. The Chairperson shall preside at all meetings and hearings of the City Tree Board and shall have the duties normally inferred by parliamentary practice. The Chairperson shall have the authority to appoint committees and generally perform other duties as may be prescribed in these by-laws. The Chairperson shall have the privilege of discussing all matters before the City Tree Board, make motions and shall vote therein.
3. The Chairperson shall make reports of the City Tree Board business to the City Council on an as needed basis.
4. The -appointed staff liaison shall act as the administrative office of the City Tree Board, and shall make provision for a clerk at regular and special meetings.
5. A temporary Chairperson shall be elected by its members in attendance, at any meeting, in the case that both the Chairperson and the Vice Chairperson are absent.
6. Vacancies in any elected office shall be filled by regular City procedures as herein specified with the terms to run until the next annual organizational meeting. Resignations from the City Tree Board shall be in writing and

transmitted to the Chairperson who will then forward same to the City Council of Crystal River.

Article VI Meetings

1. Regular monthly meetings shall be held in the City Hall Council Chambers located at 123 NW Highway 19, Crystal River, Florida. In the event of conflict with holidays the majority of members may change the date of any scheduled meeting. In the event of a declared emergency the Chairperson or the appointed staff liaison may cancel any scheduled meeting. Special meetings may be called by the Chairperson when such meetings are deemed necessary. Members shall be notified three (3) days prior to a special meeting and shall be notified as to the time and place of such meeting. Meetings shall have a three (3) hour time limit that may be extended by majority vote of the board members present.
2. The majority of members of the Board, three (3) shall constitute a quorum. The number of votes to transact business shall be a majority of the members present at any meeting unless otherwise stated.
3. All meetings of the City Tree Board shall be conducted in strict compliance with the Florida Sunshine Law.
4. The agenda may contain, but not limited to the following items:
 - (A) A cover page containing "Notice to the Public" and "General Meeting Procedures".
 1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **INVOCATION**
 4. **PLEDGE OF ALLEGIANCE**
 5. **ADOPTION OF AGENDA**
 6. **APPROVAL OF MINUTES**
 7. **UNFINISHED BUSINESS**
 8. **NEW BUSINESS**
 9. **CITIZEN INPUT**
 10. **COMMUNICATIONS**
 11. **STAFF COMMENTS**
 12. **BOARD MEMBER'S COMMENTS**
 13. **CHAIRMAN'S COMMENTS**
 14. **ADJOURNMENT**
5. A workshop meeting may be called by majority vote of the City Tree Board.

6. Members of the City Tree Board are to notify the appointed staff liaison or designee at least forty-eight (48) hours prior to a meeting that they will not be able to attend.
7. Any member of the City Tree Board who may benefit financially from any matter before this Board SHALL excuse himself/herself from the voting procedure for this matter.
8. No member may abstain from voting unless he/she has a voting conflict as noted herein.
9. When a tie vote occurs on any matter before the Board, that vote is construed as a denial without prejudice.
10. The Chairperson shall prescribe the method of conduct of the hearing. All comments shall be directed to the Chair only after being properly recognized by the Chairperson. All persons recognized shall approach the podium in order to facilitate proper recording of their comments. Each person shall state his/her name and address clearly for the record.
11. All decisions of the City Tree Board shall be made at a public meeting by a motion made and a second, called for by the Chairperson. A roll call vote may be taken by the clerk.

**Article VII
Parliamentary Authority**

1. All meetings shall be conducted in accordance with parliamentary procedure as set forth and explained in the latest Revised Edition of Robert's Rules of Order, which shall serve as the official rules of procedure.

**Article VIII
Amendments**

1. These by-laws shall be suspended only by a unanimous vote of the entire five members of the City Tree Board, however, no by-law which is required to comply with federal, state, local law, or City Council Resolution may be so suspended.
2. A proposal to amend the by-laws shall be made at a regular or special meeting of the Board and shall require a super majority affirmative vote at the next regular or special meeting of the City Tree Board.
3. The Board shall review the by-laws; ~~annually~~ every five years at the first regular meeting after the organizational meeting held in October, beginning in 2023.

Severability

1. If any section, clause, provision or portion of these by-laws shall be held invalid or unconstitutional by a court of competent jurisdiction, such decisions shall not affect the validity or constitutionality of any other section, clause, provision or portion of these by-laws.

Certificate of Adoption

1. The forgoing by-laws of the City Tree Board of the City of Crystal River, Florida, are hereby adopted by the affirmative vote of the City Council on this__ day of _____, 2018.

By: _____
Jim Farley, Mayor

Attest: _____
Mia Fink, City Clerk

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 5E

Requested Motion: Motion to approve updated bylaws for the Crystal River Waterfronts Advisory Board and approve the board members composition number change.

Summary: The Waterfronts Advisory Board has reviewed their bylaws and made recommendations for several updates, as follows:
Article III, section 1 from "All nine (9) members of the Board shall be appointed by the City Council by a majority vote" to "All seven (7) members of the Board and two (2) alternate members shall be appointed by the City Council by a majority vote" and delete the following from section 1 of Article III: "Initially five (5) members of the Board were appointed to one (1) year term and four (4) members were appointed to two (2) year terms. On January 25, 2010, City Council voted to make all terms appointed from that date forward four (4) year terms";
Article III, Section 2: change the word "shall" to "may";
Article V, Section 1: Change the words "Waterfronts Manager" to "Staff Liaison" and the word "staff" to "Staff Liaison";
Article V, Section 2: Change five (5) to four (4) and change the word "constitutes" to "constitute";
Article V, Section 6: Change the words "Waterfronts Manager" to "Staff Liaison" and delete the words "or designee";
Article VII, Section 3: Change The Board shall review the bylaws annually at the first regular meeting after the organizational meeting held in October"; The Board recommends the paragraph be revised as follows: "The Board shall review the bylaws every five years at the first regular meeting after the organizational meeting held in June, beginning in 2023, or as needed";
Change the Board Member Composition from nine (9) members to Seven (7) members and two (2) alternate, change Seat No. 8 to Alternate Seat No. 1 and Change Seat No. 9 to Alternate Seat No. 2 as reflected in the proposed Waterfronts Advisory Board Roster; and,
Change the revised date on both documents to 3/2018.

Staff Recommendation: Staff takes no exceptions to the proposed revisions or board member composition and recommends approval.

Funding Information:

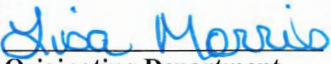
Project Cost: NA, no cost

Funding Source:

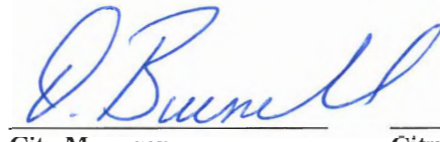
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Proposed revisions prepared by the Waterfronts Advisory Board and proposed Waterfronts Advisory Board Roster.

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

City of Crystal River
Waterfronts Advisory Board
Bylaws

Article I
Name

1. The name of the organization by City Council shall be “City of Crystal River Waterfronts Advisory Board”. It may also be referred to as “Waterfronts Board” or “Board” (LDC 8.02.01).
2. The office of the Board shall be at the City of Crystal River City Hall. All official documents, records, minutes, maps, etc. shall be filed or recorded in the office of the City Clerk (LDC 8.01.08).

Article II
Purpose

1. The objective and purpose of the City of Crystal River Waterfronts Advisory Board are those set forth in Florida Statutes, Sections 163.3174 and those powers and duties delegated to the Waterfronts Board in the aforementioned statutes.
2. The Waterfronts Board shall be responsible for, but not limited to the following items:
 - a. Studying the water quality of Kings Bay and the surrounding waters and making legislative recommendations regarding these waters to the City Council;
 - b. Studying the Floridian Aquifer and making legislative recommendations regarding the aquifer to the City Council;
 - c. Studying the flora and fauna in the areas surrounding they waters of Kings Bay and the surrounding waters and making legislative recommendations regarding the same to the City Council;
 - d. Studying the care and protection of the Florida Manatee and other wildlife native to the waters of Kings Bay and the surrounding waters making legislative recommendations to City council;
 - e. Studying the impact that stormwater runoff has on the waters of Kings Bay and the surrounding waters and making legislative recommendations regarding the same to the City Council;

- f. Studying the impact septic tanks have on the waters of Kings Bay and the surrounding waters and making legislative recommendations regarding the same to the City Council; and
- g. Any other tasks or studies assigned to the Waterfronts Advisory Board by the City Council.

Article III Members

1. All ~~nine (9)~~seven (7) members of the Board and two (2) alternate members shall be appointed by the City Council by a majority vote. ~~Initially five (5) members of the Board were appointed to one (1) year term and four (4) members were appointed to two (2) year terms. On January 25, 2010, City Council voted to make all terms appointed from that date forward four (4) year terms.~~
2. The Board will include at least one person from the categories, when possible:
 - a. Dive/Tourism industry;
 - b. Environmental Specialist;
 - c. An attorney not employed by the City of Crystal River;
 - d. Financial services industry (i.e. Banker, CPA, etc.);
 - e. Restaurateur/Merchant/Hotel operator;
 - f. Engineer, architect, builder or other construction professional;
 - g. Operation of commercial fishing or related business.
3. There ~~shall~~may be two (2) non-resident (County) members appointed to the Board in addition the regular members.
4. All voting Board members shall take the "Oath of Office" at the meeting immediately following their appointment.

Article IV Officers

1. At the first regular meeting in the month of June each year (Organization Meeting) the Board shall elect, from its members, a chairperson and a Vice-Chairperson. The Vice Chairperson shall act as the Chairperson of the Board during the absence or disability of the Chairperson.
2. The Chairperson shall preside at all meetings of the Board. The Chairperson shall have the authority to appoint committees and generally perform the other duties as may be prescribed in these bylaws. The Chairperson shall have the privilege of discussion all matters before the Board, make motions and shall vote therein.

3. The Chairperson shall make reports of the Board business to the City Council on a regular basis.
4. The City Administration Office shall act as the administrative office of the Board and shall make provisions for a recording clerk at regular and special meetings.
5. A temporary Chairperson shall be elected by its members in attendance, at any meeting in the case that both the Chairperson and Vice-Chairperson are absent.
6. Vacancies in any elected office shall be filled by regular election procedures as herein specified with the terms to run until the next annual organizational meeting. Resignations for the Board shall be in writing and transmitted to the City Clerk's Office.

Article V Meetings

1. Regular meetings shall be held the first Tuesday of each month at 5:30 p.m. in the City Council Chambers locate at City Hall, 123 N.W. Hwy 19, Crystal River, Florida. In the event of a conflict with holidays the majority of members may change the date of any scheduled meeting. In the event of a declared emergency the Chair person or the ~~Waterfronts Manager~~Staff Liaison may cancel any scheduled meetings when such are deemed necessary or any other such meeting deemed necessary. Board Members shall be notified three (3) days prior to a special meeting and be notified as the time and place of such meeting. Meetings shall have a two (2) hour time limit that may be extended by majority vote of the Board present with approval of ~~staff~~Staff liaisonLiaison.
2. The majority of members of the Board, ~~five (5)~~four (4) shall constitutes a quorum. The number of votes to transact business shall be a majority of the members present at any meeting unless provided by law.
3. All meetings of the Board shall be conducted in strict compliance with the Florida Sunshine Law.
4. The agenda may contain, but not limited to the following items:
 - a. A cover page containing "Notice to Public" and "General Meeting Procedures".
 1. Call to Order
 2. Roll Call
 3. Pledge of Allegiance

4. Adoption of the Agenda
 5. Presentations
 6. Approval of the Minutes
 7. Citizen Input
 8. Unfinished Business
 9. New Business
 10. Citizen Input
 11. Board Member Reports/Comments
 12. City Council Liaison Comments
 13. Staff Comments
 14. Announcement of Next Meeting
 15. Adjournment
5. A workshop meeting may be called by majority vote of the Board with the approval of the City Manager.
 6. Members of the Board are to notify the ~~Waterfronts Manager~~ Staff Liaison or ~~designee~~ at least forty-eight (48) hours prior to a meeting that they will not be able to attend.
 7. Any member of the Board who may benefit financially from any matter before this Board SHALL excuse himself/herself from the voting procedure for this matter in the manner required by Florida Statute required by Florida Statute 112.143.
 8. No member may abstain from voting unless he/she has a voting conflict as noted herein.
 9. When a tie vote occurs on any matter before the Board, that votes is construed as a denial without prejudice.
 10. The Chairperson shall prescribe the method of conduct of the meeting. All comments shall be directed to the Chairperson only after being properly recognized by the Chairperson. All Persons recognized shall state his/her name and address clearly for the record.
 11. All decisions of the Board shall be made at a public meeting by a motion made and a second, called for by the Chairperson. A roll call vote may be taken by the recording clerk.

Article VI
Parliamentary Authority

1. All meetings may be conducted in accordance with parliamentary procedure as set forth and explained in the lasted Revised Edition of Robert's Rules of Order, which shall serve as the official rules of procedure.

Article VII
Amendments

1. These bylaws shall be suspended only by a unanimous vote of the ~~seven~~ five members of the board, however, no bylaw which is required to comply with federal, state, local law, or City Council resolution may be suspended.
2. A proposal to amend the bylaws shall be made at a regular or a special meeting of the Board and shall require a super majority affirmative vote at the next regular or special meeting of the Board.
3. The Board shall review the bylaws ~~annually~~ every five years, beginning at the first meeting after the organizational meeting in June ~~2023-~~, or as needed.

Severability

1. If any section, clause, provision or portion of these bylaws shall be held invalid or unconstitutional by a court of competent jurisdiction, such decisions shall not affect the validity or constitutionality of any other section, provision or portion of these bylaws.

Certificate of Adoption

1. The foregoing bylaws of the Waterfronts Advisory Board of the City of Crystal River, Florida, are hereby adopted by the affirmative vote of the City Council on this ____ day of _____, 20__.

Attest:

Jim Farley, Mayor

Mia Fink, City Clerk

**CITY OF CRYSTAL RIVER
WATERFRONTS FLORIDA ADVISORY BOARD**

2 County Seats are Permitted

4-Year Terms

Member Type/ Category	Name Address Phone	Date Of Appointment	Date Of Term Expiration
Regular <u>Non-Resident</u> At Large Seat No 1 **County**	Vice-Chair Rocky Rich, Jr. 5711 W. Paprika Loop Homosassa, FL 34448 352-586-4771(H) rocky.rich2@gmail.com	05/27/12 (O) 12/12/16 (A)	5/27/19 Eligible for an additional full term
Regular Resident Seat No. 2	James Baumstark SW Kings Bay Drive Crystal River, FL 34428 352-794-3439(H) jimpatb@live.com	5/27/08 (O) 10/8/12 (A)	05/27/20
Regular Resident Seat No. 3	Chair Joan B. Luebbe 1004 SE 5 th Ave. Crystal River, FL 34429 352-795-1514 (H) 352-220-2577 (C) joanluebbe@yahoo.com	5/27/10 (O) 8/11/14(A)	05/27/18 Eligible for an additional full term
Regular Resident Seat No. 4	Phillis Rosetti-Mercer 209 SE Paradise Point Road Crystal River, FL 34429 795-9230 (H) prosetti@tampabay.rr.com	5/23/07 (O) 8/26/13 (A) 7/13/15 (R)	05/22/21 Eligible for an additional full term
Regular Resident Seat No. 5	Sherry "Lynn" Marcum 241 SE Kings Bay Drive Crystal River, FL 34429 727-333-5651(c) 352-564-0964(H) marcummiller@yahoo.com	12/14/2015 (A)	12/14/19 Eligible for an additional full term
Regular <u>Non-Resident</u> At Large Seat No. 6 **County**	Michael Engiles 12 Highwood Path Homosassa, Florida 34446 540-295-0158 (C) Mjengiles@gmail.com	05/23/09 (O) 10/10/2011 (A) 7/13/15 (R)	05/22/21 Eligible for an additional full term
Regular Resident Seat No. 7	Olen "Ray" Oates, Jr. 224 SE Kings Bay Dr. Crystal River, FL 34429 352-322-3886 rayoatesro@gmail.com	5/27/08 (O) 2/10/14 (A) 4/28/14 (R)	05/27/20
Regular Resident <u>Alternate</u> Seat No. <u>81</u>		5/9/11 (O) 8/27/12 (A) 7/13/15 (R)	05/22/19 Eligible for an additional full term
Regular Resident <u>Alternate</u> Seat No. <u>92</u>		05/27/08(O) 9/24/12 (A)	05/27/20 Eligible for an additional full term
City Council Liaison	Mayor Jim Farley 1461 NW 19 th Street Crystal River 34428 794-7455		N/A

Legend: O – Original term date

A – Appointed

R – Reappointed

Staff Liaison : Lisa Morris
City Clerk: Mia Fink mfink@crystalriverfl.org
Deputy Clerk: Lisa Morris lmorris@crystalriverfl.org

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 7A

Requested Motion: Motion approve Ordinance 18-O-01 amending the City of Crystal River Land Development Code, specifically Chapter 5, Accessory Structures in all Residential Districts by adding Section 5.01.04(c) to allow fences on vacant residential properties with stipulations on First Reading and setting a Public Hearing for March 26, 2018 for final reading.

Summary:

The City has had circumstances over the years where a homeowner may own an adjacent lot that has a separate legal description. In order to utilize the lot the owners have the option of combining the lots into one if they wish to do any type of development.

If left separate the use is limited due to the requirement of having a main structure prior to allowing any accessory use such as docks, garages, fences, etc.

The attached Ordinance will allow fences to be placed on the property with the condition that it be removed if the lot is sold. The purpose of allowing fences is that it will provide greater open space, the property will be visually more enhancing; and, property values are protected if not increased.

The proposed text protects the City by requiring documents to be filed in the public records, (1) affidavit of joint use; and (2) termination of use and removal of accessory structures at sale or termination. With having these documents recorded, buyers are on notice by such filings.

Clark Stillwell has assisted us with preparing this Ordinance and providing guidance on the proper documents for recording. The Planning Commission recommended approval during their meeting on March 1, 2018.

Staff Recommendation: Approval

Funding Information: NONE

Project Cost:

Funding Source:

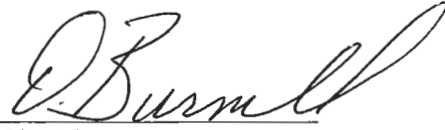
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Ordinance No. 18-O-01

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-01

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA,
AMENDING THE CITY OF CRYSTAL RIVER LAND
DEVELOPMENT CODE, CHAPTER 5 – ACCESSORY
TEMPORARY, AND SPECIAL USE SITUATIONS, SECTION 5.01.04
ACCESSORY STRUCTURES IN ALL RESIDENTIAL DISTRICTS,
BY ADDING SECTION (C) THAT WILL ALLOW FENCES ON
VACANT PROPERTY(S) WITH STIPULATIONS; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Crystal River Land Development Code, specifically Chapter 2 Zoning Districts and Permitted Uses, Section 2.03.03 Accessory Uses in Each Zoning District, Table 2.03.03 Accessory Structures, recognizes fences as an allowed use in all zoning districts; and

WHEREAS, Chapter 5 Accessory, Temporary, and Special Use Situations, specifically Section 5.01.02 Accessory buildings and structures in all zoning districts states that in order to have an accessory use there must be a principal structure; and

WHEREAS, the City Council of the City of Crystal River, Florida recognizes the need to update and revise the City's Land Development Code specific to the regulation of fences on vacant properties that do not have a principal structure; and

WHEREAS, in accordance with the law, the proposed amendment was required to be reviewed by the City's Local Planning Agency at a duly advertised meeting, scheduled on March 1, 2018; and

WHEREAS, the City Council of the City of Crystal River, Florida has determined that amending the City's Land Development Code is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, The City of Crystal River has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, the City Council of the City of Crystal River, Florida, has determined that adoption of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Crystal River.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA THAT THE CITY'S LAND DEVELOPMENT CODE IS AMENDED AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to amend Appendix A, Land Development Code, Chapter 5 Accessory Buildings and Structures in all Zoning Districts allowing fences on vacant properties for the reasons set forth in the above "WHEREAS" clauses, which are incorporated herein, in haec verba.

SECTION 2. AUTHORITY.

The City of Crystal River City Council is authorized to amend the Crystal River Land Development Code pursuant to Article III of the City Charter of the City of Crystal River and Part II, Code of Ordinances, Chapter 1, General Provisions, of the Code of Ordinances of the City of Crystal River, and as otherwise authorized by applicable Florida Statutes.

The City Council of the City of Crystal River, Florida, hereby adopts and incorporates into this Ordinance the proposed amendment to:

CHAPTER 5 - ACCESSORY TEMPORARY, AND SPECIAL USE SITUATIONS

SECTION 5.01.04 – Accessory Structures in all Residential Districts

(C) Fences on Vacant Lots. Where a property owner has two (2) abutting lots of record and one of which is being used for primary residential use, the abutting vacant lot(s) can be utilized for below stated authorized accessory use provided:

- A. Owner has title to all adjacent lots of record;
- B. Authorized use on a vacant lot shall only be fencing complying with City LDC Code standards. All other accessory uses are prohibited;
- C. Accessory uses shall only be allowed as long as the owner remains the same legal party for the two (2) lots set forth in an affidavit;
- D. On the sale of either the lot designated as the primary residential lot or the vacant lot, the owner or successor shall remove the accessory fence use within thirty (30) days of the parcel's sale;
- E. Owner files an affidavit in public records of the City of Crystal River, Citrus County, Florida stating intent to utilize both lots of record as one (1) lot with one (1) primary residential use and accessory uses on vacant lot. On the sale of either the lot designated as the primary residential use lot or vacant lot, the owner shall file an affidavit of abandonment in

the public records of Citrus County, Florida terminating the stated joint use of both lots. Thereafter, the owner and/or successor shall remove all accessory uses within thirty (30) days of filing Notice of Abandonment or permit such;

F. This section shall only apply to residential properties.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not be construed as to render unconstitutional or invalid the remaining provision of the Ordinance.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon passage.

ATTEST:

CITY OF CRYSTAL RIVER

MIA FINK, CITY CLERK

JIM FARLEY, MAYOR

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

Approved as to form for the
Reliance of the City of Crystal River
only:

VOTE OF COUNCIL:

Brown _____

Gudis: _____

Holmes: _____

Farley _____

Fitzpatrick _____

George G. Angeliadis, City Attorney

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 9A

Requested Motion: Motion to approve a proposal from Kimley Horn to assist with updating the existing data, inventory and analysis and goals, objectives and policies for the Transportation Element of the City's Comprehensive Plan for an amount not to exceed \$22,335.00

Summary:

The Comprehensive Plan is a translation of community values and aspirations put into public policy. The Plan includes Goals, Objectives, and Policies intended to guide economic, social, physical, environmental, and fiscal development of the community over the next twenty years.

The City of Crystal River is required to provide amendments, if necessary, that addresses changes in state requirements since the last update of the comprehensive plan and update the plan based on changes to local conditions.

As we move through our Comprehensive Plan in determining affected Elements we have found that the Transportation Element will need to be reviewed and updated. It is our understanding that there have been legislative changes that will need to be reflected in our Element as well as updated traffic counts.

We currently have a contract with Kimley Horn who has submitted a proposal to assist us with this revision. We requested that the proposal be broken into separate tasks for better management of these services.

Staff Recommendation: Approval

Funding Information:

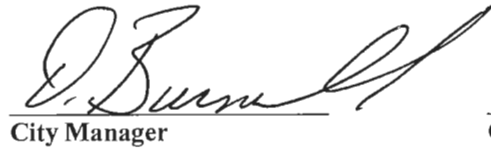
Project Cost: \$22,335.00
Funding Source: 001-01515-31000 (Planning & Develop Professional Services – City Comp Plan)
Amount Available: \$ 25,000.00

Finance Department Approval: 

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: IPO #13

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



INDIVIDUAL PROJECT ORDER NUMBER 13

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Crystal River (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated December 18, 2014, which is incorporated herein by reference.

Identification of Project:

Project: Transportation Element DIA and GOPs

Project Manager: Amber L. Gartner, P.E.

Client: City of Crystal River

Project Understanding:

The City of Crystal River is preparing the amendments in support of its Evaluation and Appraisal Report (EAR). The City has requested assistance from Kimley-Horn to prepare the data, inventory and analysis (DIA) and update the goals, objectives, and policies (GOPs) of the Transportation Element. The following details the scope of services for the Transportation Element update.

Specific Scope of Basic Services:

Task 1 – Data, Inventory, and Analysis

Kimley-Horn will prepare the DIA for the Transportation Element of the City's Comprehensive Plan. The City will provide the appropriate page formatting information for the DIA. The level of service (LOS) analysis will be performed for functionally classified roadways identified within Table 2.2 of the existing Transportation Element.

It is assumed that current traffic count information is available from the City, Citrus County, Florida Department of Transportation (FDOT), and/or the Hernando-Citrus MPO. No additional traffic counts are included in this task. If necessary and authorized by the City, traffic counts will be performed under a separate task (Task 3 below).

In addition to identifying existing transportation system LOS and needs, the DIA will address two planning periods, 2023 (which is five years after the comprehensive plan's anticipated adoption by the end of 2018) and 2030 (which is 12 years after the comprehensive plan's anticipated adoption – It should be noted that the regional travel demand model has data sets for 2010, 2021, 2030, and 2040 and the long term planning horizon for the City's Comprehensive Plan is required to be at least 10 years).

The following items will be performed as a part of this task:

- A. Existing Conditions – Kimley-Horn will use available traffic counts to identify existing LOS for functionally classified roadways with the City. Kimley-Horn will also develop LOS measures for transit, bicycle and pedestrian facilities and identify existing LOS for each of these modes. Maps and tables of transportation infrastructure and operating conditions will be developed including the identification of system needs.
- B. 2023 Conditions – Kimley-Horn will use historic trends to project 2023 traffic volumes and will identify the 2023 LOS for functionally classified roadways within the City. Maps and tables of transportation infrastructure and operating conditions will be developed including the identification of 2023 system needs.
- C. 2030 Conditions – Kimley-Horn will use the Tampa Bay Regional Planning Model (TBRPM) Version 8.2, along with the consideration of historic trends, to project 2030 traffic volumes and will identify the 2030 LOS for functionally classified roadways with the City. Maps and tables of transportation infrastructure and operating conditions will be developed including the identification of 2030 system needs.

- D. Land Use Densities and Intensities – As required by FS 163.3177(6)(b)2.e., Kimley-Horn will work with the City to identify land use densities and intensities within the City along transit routes and corridors for existing, 2023 and 2030 conditions. This information will be used to assess transit service options.
- E. Kimley-Horn will provide the City with a draft of the DIA for one round of review and comment. Kimley-Horn will modify the DIA based on the City's comments and provide one electronic copy to the City in Microsoft Word and PDF.

Task 2 – Review Transportation Goals, Objectives, Policies

- A. Kimley-Horn will review the City's current Transportation Element for consistency with current State requirements.
- B. Kimley-Horn will develop a review "Matrix" of recommended GOP's for amendment including justification(s).

Task 3 – Traffic Data Collection

If necessary and requested by the City, Kimley-Horn will utilize a traffic data collection consultant to collect 48-hour hose traffic counts at 14 locations for which traffic data is not available from FDOT or Citrus County.

Task 4 – Meetings

If requested by the City, Kimley-Horn will participate in public meetings for the EAR. This task assumes attendance by one Kimley-Horn representative at up to three public meetings.

Project Deliverables

Kimley-Horn shall deliver the following items to the City:

1. GOP Review Matrix
2. Draft DIA in electronic format
3. Final DIA in electronic format

Schedule:

Kimley-Horn will provide the services as expeditiously as possible to meet a mutually agreed upon schedule.

Additional Services if required:

Services requested that are not specifically included in this Agreement will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Information Provided by the City:

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn during the project as necessary and in support of the scope of services, including but not limited to the following:

- Daily traffic count data for City functionally classified roadways, unless requested under Task 3
- Access to mapping data through Citrus County and/or GIS shape files to be used for the transportation maps;

- Copy of the current adopted Comprehensive Plan, including the supporting data and analysis;
- Appropriate page formatting information such as font type, margins, and headers/footers for the document.
- Current Traffic Element GOPs in Word
- Current Traffic Element DIA in Word
- Copies of any transportation plans (bike, ped, etc.)
- Information regarding any future transportation plans or vision (bike, ped, etc.)
- Copy of latest CIP

Method of Compensation:

Kimley-Horn will complete the scope of services listed in Task 1 and Task 2 for a lump sum fee of \$16,900, inclusive of office overhead expenses. If necessary and authorized by the City, Task 3 will be performed for a lump sum fee of \$3,090. If necessary and authorized by the City, Task 4 will be performed for a lump sum fee of \$2,300. All permitting, application, and similar project fees will be paid directly by the City.

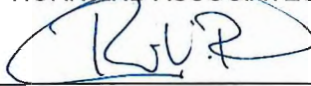
Services provided under this IPO will be invoiced on a monthly basis. All invoices will include a description of services provided.

Attachments: Fee Table

ACCEPTED:
THE CITY OF CRYSTAL RIVER, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, P.E.

TITLE: _____

TITLE: Sr. Vice President _____

DATE: _____

DATE: February 15, 2018 _____

**FEE TABLE
COST ESTIMATE FOR SERVICES**

PROJECT: TRANSPORTATION ELEMENT DIA AND GOPS
 CLIENT: CITY OF CRYSTAL RIVER
 KHA PM: AMBER L. GARTNER, P.E.
 BASIS FOR ESTIMATE: APPROVED RATES, CONTINUING SERVICES CONTRACT

SHEET: 1 of 1
 DATE: 2/13/2017

		DIRECT LABOR									
TASK ID	DESCRIPTION	Principal Engineer	Senior Professional	Professional (Registered)	Professional	Senior Designer	Technical Support	Clerical	LABOR HOURS	SUB (1)	LABOR TOTAL
1.0	Data, Inventory, and Analysis	\$205.00	\$155.00	\$135.00	\$90.00	\$110.00	\$90.00	\$55.00			
A.	Existing Conditions Analysis		2	2	8		2		14		\$ 1,460
B.	2023 Conditions Analysis		1	2	12		5		20		\$ 1,905
C.	2030 Conditions Analysis		1	2	12		5		20		\$ 1,905
D.	Transit Recommendations		2	2	5		2		11		\$ 1,190
E.	Draft DIA		2	2	10		2	5	21		\$ 1,915
F.	Final DIA		1	2	5		2	2	12		\$ 1,145
G.	Project Management and QA/QC	1	1					4	6		\$ 580
	TASK TOTAL								104	\$ -	\$ 10,100
2.0	GOPs Review										
A.	Review Existing Transportation Element for Consistency	1	8	2	10		5	2	28		\$ 3,125
B.	Develop GOP Review Matrix	2	8	2	10		5	2	29		\$ 3,330
C.	Project Management and QA/QC		2					1	3		\$ 365
	TASK TOTAL								60	\$ -	\$ 6,820
3.0	Traffic Data Collection										
A.	Collecting 14 48-hour tube counts				2			2	4	2800	\$ 290
	TASK TOTAL								4	\$ 2,800.00	\$ 290
4.0	Meetings										
A.	Attendance at up to 3 public meetings		15						15		\$ 2,325
	TASK TOTAL								15	\$ -	\$ 2,325
PROJECT TOTALS		4	43	16	74	0	28	18	183	\$ 2,800.00	\$ 19,535.00
										GRAND TOTAL:	\$ 22,335.00

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 9B

Requested Motion: Motion to authorize Staff to begin negotiations with Long & Associates Architects/Engineers, Inc. for architectural services related to a feasibility study for a City Hall.

Summary: On 11/13/2017 Staff was authorized to issue a Request for Qualifications for architectural services for a new City Hall.

On 12/10/2017 Bid No. 17-RFQ-09 "Request for Qualifications for Architectural/Engineering Services for Planning and Design of New City Hall" was advertised; a total of eleven qualified architectural firms responded.

The selection committee, which consisted of four staff members, evaluated the respondents based on certain criteria (e.g. staff qualifications, similar projects, litigation history, workload projections, travel distance, MBE, etc.). Based on the resulting scoring matrix, a shortlist of three firms was developed and interviews/presentations were held on 3/5/2018.

Although all firms were qualified, Long & Associates Architects/Engineers, Inc. of Tampa, FL unanimously made the best impression. The selection committee recommends Long & Associates and Staff desires to begin negotiations.

The initial scope of services is proposed to be limited to the performance of a feasibility study which will include public workshops. The study will begin with the development of a needs analysis to define the space requirements which will include the request to have Council input on what is desired in the new structure to accommodate.

Once the firm determines the required floor plan as well as ancillary requirements are determined. The firm will look at the land and buildings available for construction of the City and list a preference in sites

Staff Recommendation: Authorize Staff to begin negotiations with Long & Associates Architects/Engineers, Inc. of Tampa, FL for architectural services for a feasibility study for a City Hall on the SE corner of US-19 and Citrus Ave.

Funding Information:

Project Cost:	TBD
Funding Source:	301-31539-62000-17-11 (General Fund CIP - City Hall Rebuild)
Amount Available:	\$250,000.00

Finance Department Approval: _____

Approvals:

Department of Public Works



City Manager

City Attorney (if applicable)

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 9C

Requested Motion: Motion to approve an emergency rebuilding by Mader Electric of a mixing motor for the sum of \$11,651.71.

Summary: This agenda item is to inform Council that Staff has authorized an emergency repair for the Plant #1 aeration mixer motor at the wastewater treatment facility in the tax-exempt amount of \$11,651.29

The aeration mixer is a critical piece of equipment in the treatment process. Fortunately, the facility is designed with redundancy and wastewater flows at low flow conditions U.S. Water has temporarily diverted to Plant #2 to allow for the repair of the failed motor.

This is a 30 hp, two-speed electric motor with an antiquated frame and two independent sets of internal windings which complicates availability and repair. This motor is not of current design, a long-term alternate solution will be developed to improve reliability

Since this is not an off-the-shelf item, Baldor quoted \$37k for a new unit with a lead-time of ten (10) weeks. Staff deemed the delay unacceptable since we're coming into the rainy season with the attendant increase in flows due to infiltration.

During expedited repairs, it was discovered that the rotor was cracked requiring unplanned remanufacturing of that part extending the time for repair completion. Still, Staff anticipates that the wastewater treatment plant should be returned to normal operation the end of the week of this Council meeting.

Staff Recommendation: N/A --- Informational only.

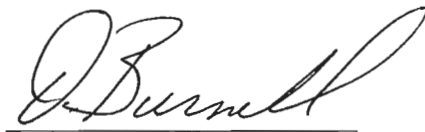
Funding Information:

Project Cost:	\$ 11,651.29
Funding Source:	403-43642-63000-17-18 (W&S CIP – Water Leak Detection & Repair)
Amount Available:	\$114,950.71

Finance Department Approval: Michelle H. Russell

Approvals:


Originating Department


City Manager

City Attorney (if applicable)

Attachment: Mader Electric Motors Estimate # 75402 dated 3/1/2018

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

Mader Electric Motors - Tampa

7401 Adamo Dr.
Tampa, FL 33619

Estimate

Date	Estimate #
3/1/2018	75402

Name / Address
City of Crystal River 123 NW Hwy. 19 Crystal River, FL 34428

Qty	Description	Total
1	Reliance Motor: ID # 1MAF6486-G1-VH-ENC-TE, 30/22hp, 3phase, 1160/865rpm, 480volt, 37/31amps	
	Rewind double dip and bake	
1	Manufacture new rotor on existing shaft M/19/C5 laser cut laminations with aluminum alloy rotor bars	
1	Repair Fan Cover	
1	Ball Bearing	
Subtotal		\$11,651.29
Sales Tax (0.0%)		\$0.00
Total		\$11,651.29

Phone #
813-626-2000

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 9D

Requested Motion: Motion to adopt Resolution No. 18-R-13 appropriating an additional \$159,337.19 for the US-19 widening utility relocation project and approval of the Deferred Utility Relocation Expense Reimbursement Agreement.

Summary: This request relates to the relocation of the city utilities that are in conflict with the US-19 widening project.

In August, 2017 Council approved a Utility Work by Highway Contractor Master Agreement (UWHCA) with the FDOT which allows for a change order approach for work performed by the highway contractor.

In November, 2017 (after this FY's budget was established) the engineering consultant advised that the cost estimate increased from the original estimate of \$214,000 to \$592,650

On December 11, 2017 DPW brought forth a request to increase the total project budget to \$625,000 (which conservatively included a 15% allowance). Council approved that request through Resolution No. 18-R-09 which appropriated an additional \$350,000

Since that time, the cost estimate has increased twice; the final cost estimate submitted to the FDOT is \$699,052.75 The only explanation DPW can provide is that GPI has experienced significant personnel changes --- we are now on our fourth Project Manager on this project.

To further exacerbate the deficiency, DPW recently learned that FDOT requires an additional 10% contingency allowance and a 2% administration fee.

The new total to be deposited is \$784,337.19 which requires a budget amendment for an additional \$159,337.19. Staff contacted FDOT to request assistance to pay the \$159,337.19 which the FDOT declined to provide financial assistance. However, FDOT has approved a one-year deferral of this additional cost which the City will include with the FY19 budget.

On February 26, 2018 the Council approved a motion to approve a Three Party Escrow Agreement with the FDOT and State of Florida to fund the Highway 19 Utility Relocation Project.

Staff is requesting approval of the additional funds through Resolution No. 18-R-13 and approval of the Deferred Utility Relocation Expense Reimbursement Agreement.

Staff Recommendation: Approval of the additional funds and approval of the deferral agreement.

Funding Information:

Project Cost:	\$ 159,337.19
Funding Source:	403-43650-63000-1343-B (W&S CIP – Hwy 19 Widening Utility Relocation)
Amount Available:	\$ 159,337.19 (FY19 Budget will reflect this additional cost)*

**This additional expense will be reflected in the financials at 9-30-18 as a payable due to the FY18 deferral agreement with FDOT.*

Finance Department Approval: Michelle K Russell

Approvals:

Department of Public Works

D. Burnett
City Manager

City Attorney (if applicable)

Attachment: Resolution No. 18-R-13 & Deferral Agreement

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

RESOLUTION NO. 18-R-13

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA,
AUTHORIZING THE TRANSFER OF FUNDS FROM WATER & SEWER CIP –
INDIAN SHORES SEWER EXPANSION FUNDS TO
PROVIDE FUNDING FOR AN ADDITIONAL \$159,337.19 FOR THE US19
WIDENING UTILITY RELOCATION PROJECT AND APPROVAL OF THE
DEFERRAL UTILITY RELOCATION EXPENSE REIMBURSEMENT
AGREEMENT.**

WHEREAS, the City Council of the City of Crystal River, Florida is responsible for the oversight of the budget of the City; and

WHEREAS, In August, 2017 Council approved a Utility Work by Highway Contractor Master Agreement (UWHCA) with the FDOT which allows for a change order approach for work performed by the highway contractor. In November, 2017 (after this FY's budget was established), the engineering consultant advised the cost estimate increased from the original estimate of \$214,000 to \$592,650. December 11, 2017, DPW brought forth a request to increase the total project budget to \$625,000 (which conservatively included a 15% allowance). Council approved that request through Resolution No. 18-R-09 which appropriated an additional \$350,000. Since that time, the cost estimate has increased twice; the final cost estimate submitted to the FDOT is \$699,052.75. The only explanation DPW can provide is that GPI has experienced significant personnel changes --- we are now on our fourth Project Manager on this project. To further exacerbate the deficiency, DPW recently learned that FDOT requires an additional 10% contingency allowance and a 2% administration fee. The new total to be deposited is \$784,337.19 which requires a budget amendment for an additional \$159,337.19; this additional expense will be reflected in the financials at 9-30-18 as a payable due to the FY18 deferral agreement with FDOT; and,

WHEREAS, the City Council wishes to appropriate the funds required to move forward with the expenditure;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 12th day of March, 2018 that the Budget Amendment be made as shown in Exhibit A.

EFFECTIVE DATE: This Resolution shall be effective upon adoption by the City Council of the City of Crystal River, Florida.

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2018.

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

Approved as to form and content
For the reliance of the City of
Crystal River only:

George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Farley _____
Brown _____
Holmes _____
Fitzpatrick _____
Gudis _____

**State of Florida Department of Transportation
Deferred Utility Relocation Expense Reimbursement Agreement**

THIS AGREEMENT is made and entered into this ___ day of _____, 2018, by and between The City of Crystal River, Florida, hereinafter called the "City," and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a state agency, hereinafter called the "Department."

WHEREAS, the Department is authorized to enter into contracts and agreements and accept reimbursements for costs associated with the relocation of utilities located in the Department right-of-way;

WHEREAS, the Department proposes to engage in a certain project for construction, reconstruction, or other change of portions of public roads, described as US 19 (SR 55) FROM W JUMP COURT TO W FORT ISLAND TRAIL (Financial Project ID No. 405822-3-52-01, hereinafter Project). The Project calls for the relocation of the City's utilities or facilities along, over and/or under the public roads on said Project (hereinafter the "Relocation Work" and described more fully in Exhibit A "Plans");

WHEREAS, under the laws of the State of Florida the Relocation Work must be accomplished at the sole expense of the City, pursuant to Section 337.403, Florida Statutes;

WHEREAS, the City is prepared to reimburse the Department for the actual costs of the Relocation Work and needs additional time to secure the funding for the Relocation Work associated with the accelerated Project, and is authorized to enter into this Agreement;

NOW THEREFORE, THE PARTIES AGREE:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The Department will undertake the Relocation Work. The estimated cost is \$784,337.19 dollars (see attached Estimate). The Relocation Work will be performed in accordance with the schedule and plans and specifications ("Plans") for the Relocation Work which have been previously approved by the parties, and the detailed cost breakdown (Estimate). The failure to meet the schedule and plans and specifications shall not affect the rest of this Agreement.

3. The City pay to the Department an initial payment of \$625,000.00 by February 27, 2018. The payment will be deposited by the Department into an interest-bearing escrow account as provided in the attached Memorandum of Agreement between the City, Department, and the State of Florida, Department of Financial Services, Division of Treasury. Interest earned on the account will accrue to the credit of the City and will be used for project costs.
4. For value received, the City agrees to reimburse the Department for the entire actual costs of the project, currently estimated at \$784,337.19, less the initial payment of \$625,000.00 received in February 2018, associated with the Relocation Work. Final reimbursement of the remaining amount, currently estimated at \$159,337.19 shall occur as one (1) payment of principal on or before December 31, 2018. The Department will provide the City an invoice for approval, processing and payment. The City shall pay the amount within 30 days of receipt of invoice.
5. The City shall make the payment by check payable to FLORIDA DEPARTMENT OF TRANSPORTATION. The City may prepay the actual reimbursement amount without penalty.
6. If the accepted bid amount plus allowances is in excess of the advance deposit amount, the City will provide the additional deposit on or before December 31, 2018, along with its currently scheduled payment of \$159,337.19 so that the total deposit is equal to the bid amount plus allowances. The Department will notify the City as soon as it becomes apparent the accepted bid amount, plus allowances, is in excess of the advance deposit and scheduled deposit amount. However, failure of the Department to so notify the City shall not relieve the City from its obligation to pay for its full participation on final accounting as provided herein below. If the City cannot provide the additional deposit on or before December 31, 2018, a letter must be submitted to and approved by the Department's project manager indicating when the deposit will be made. The City understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to a delay of the project.

7. If the accepted bid amount plus allowances is less than the advance deposit and scheduled deposit amount, the Department will refund the amount that the advance and scheduled deposit exceeds the bid amount plus allowances if such refund is requested by the City in writing.
8. Should project modifications or changes to bid items occur that increase the City's share of total project costs, the City will be notified by the Department accordingly. The City agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the Department is sufficient to fully fund its share of the project. The Department shall notify the City as soon as it becomes apparent the actual costs will overrun the award amount. However, failure of the Department to so notify the City shall not relieve the City from its obligation to pay for its full participation during the project and on final accounting as provided herein below. Funds due from the City during the project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, Florida Statutes (F.S.).
9. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The Department considers the project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final close out of the project. The City will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the City. If the final accounting is not performed within three hundred and sixty (360) days, the City is not relieved from its obligation to pay.
10. In the event the final accounting of total project costs is greater than the total deposits to date, the City will pay the additional amount within forty (40) calendar days from the date of the invoice from the Department. The City agrees to pay interest at a rate as

established pursuant to Section 55.03, F. S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

11. The payment of funds under this deferred utility Relocation Expense Reimbursement Agreement will be made directly to the Department for deposit and as provided in the attached Three Party Escrow Agreement between City(s), Department and the State of Florida, Department of Financial Services, Division of Treasury.
12. The City agrees to remain fully bound until this Agreement shall be fully paid and waives presentment and demand for payment, notice of dishonor, protest, and any and all notice and contest rights under Sections 337.403 and 337.404, Florida Statutes.
13. In the event payment is not made in accordance with this Agreement, the City shall pay all costs, expenses, attorneys' fees and other fees paid or incurred by the Department in the enforcement of this Agreement.
14. No delay by the Department in enforcing any covenant or right under this Agreement shall be deemed a waiver of any covenant or right and no waiver by the Department of any particular provision of this Agreement shall be deemed a waiver of any other provision or a continuing waiver of the particular provision, and except as so expressly waived, all provisions of this Agreement shall continue in full force and effect.
15. Nothing in this Agreement shall be deemed a pledge of ad valorem taxes by City in violation of Article VII of the Florida Constitution.
16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and City expressly submits to the jurisdiction and venue of the Circuit Court in Leon County, Florida.
17. In the event that, for any reason, one or more of the provisions of this Agreement or their application to any person or circumstances shall be held to be invalid, illegal, or unenforceable in any respect or to any extent, such provision(s) shall, to such extent,

be held for naught as though not contained in this Agreement, but the Agreement shall nevertheless remain valid, legal, and enforceable in all other respects and to such an extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if the invalid, illegal or unenforceable provisions had never been contained in this Agreement.

- 18. The Department's obligations herein are contingent upon an annual appropriation of the Florida Legislature.
- 19. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings on the matters contained herein. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. No modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document duly executed by both parties.

CITY OF CRYSTAL RIVER

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____
SECRETARY

ATTEST: _____

ATTEST: _____

Office of Comptroller

FDOT Legal Review:

BY _____

BY: _____
ATTORNEY - FDOT

DRAFT



City of Crystal River

123 Northwest Highway 19
Crystal River, Florida 34428
Telephone: (352) 795-4216
Facsimile: (352) 795-6351

February 27, 2018

David Gwynn, P.E.
District Seven Secretary
11201 N. McKinley Dr
Tampa, FL 33612
VIA EMAIL: david.gwynn@dot.state.fl.us

SUBJECT: US 19 (SR 55) From W Jump Court to W Fort Island Trail ~ Project #: 405822-3-56-02

Dear Mr. Gwynn:

City Council has directed me to initiate a request for financial assistance from the FDOT for our utility as it pertains to the relocation costs associated with the subject road widening project. This unfunded mandate has created a significant financial hardship; \$625k has been deposited with the Comptroller's Office but a \$159,337.19 shortfall remains unbudgeted.

You may recall that Citrus County and the City desired a multi-use path on the east side of US-19 in lieu of the sidewalk that was originally designed this project. The FDOT accommodated the request and promptly initiated the plan revisions. However, despite numerous requests, the City's engineering consultant did not receive the revised conflict matrix until sometime in November 2017 --- after the 11/2/17 plan submittal due date.

Effectively, the City's consultant avers that due to the compressed schedule there was not time to perform a proper utility conflict matrix to resolve unnecessary conflicts due to the roadway and storm design. The tight schedule precluded even minor revisions to the road plans which could have potentially saved the utility a substantial sum. The revised road plans call for special ditch sections on the east side of the roadway that conflict longitudinally with our existing gravity sanitary which significantly increased our relocation costs.

Please recognize that when the City was first learned of this project, the anticipated bid let date was 2034 (or thereabouts) and the engineer's opinion of probable cost was \$225k. The relocation cost have since spiraled to \$784k (more than triple) and, for the above cited reasons fast-tracking has created an undue financial hardship on the City and its 3,100 constituents. Had the City known that the multi-use path was going to end up costing the utility literally hundreds of thousands of dollars, doubtful the County's request would have been supported. Regardless, the City is pleased the FDOT advanced the bid let date and will be constructing a path but the utility respectfully requests financial cooperation for all or a portion of the unbudgeted relocation costs.

Mr. Gwynn this City has seen two hurricanes in two years with no FEMA reimbursement to date. We also won a 75/25 mitigation grant to back-up lift station systems above the 500 year flood plan which is really good in the long-term for the City. However this further taxes cash flow for the City. This is not a large sum of money to most government agencies; Council is seeking any possible relief.

Consideration of this matter is greatly appreciated and I look forward to a discussion on any potential solutions. Please let me know any time you have open on your schedule to discuss today. Please email the time or call 352-697-1012.

Sincerely,

Dave Burnell
City Manager

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: March 12, 2018

Agenda Item Number: 9E

Requested Motion: Motion to adopt Resolution No. 18-R-15; approve a Federally Funded Sub-award and Grant Agreement between the State of Florida Division of Emergency Management and the City of Crystal River for Mitigation Reconstruction of property owned by Stacy Koos located at 228 NE 3rd Street for the amount of \$167,175.00; and to approve the Flood Mitigation Reconstruction Grant Assistance Program Subgrant Agreement between the City of Crystal River and Christy Koos in the amount of \$97,425.

Summary: As you are aware, Hurricane Hermine brought forth catastrophic damage to many residents within the City of Crystal River. Part of the FEMA process they offer Mitigation Grants to assist states and local communities in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP). Stacy Koos, who resides at 228 NE 3rd Street, took the time and effort in preparing an application to reconstruct her home that was damaged beyond 50% by Hurricane Hermine. In discussing this project with FEMA it is not often that a private homeowner is successful in attaining approval, it is a lengthy process.

Ms. Koos was awarded a grant for reconstruction and the City of Crystal River has been designated as the "pass-through entity" for Ms. Koos to carry out part of the Federal award. The funding goes as follows:

Federal Share -	\$167,175
Local Share -	97,425 (Ms. Koos)
Total Project Cost -	\$264,600

This grant requires temporary funding by the City as costs are incurred, FEMA and Ms. Koos will reimburse the City on a quarterly basis.

Attached you will find two (2) Grant Agreements; 1) Sub-award and Grant Agreement between the State of Florida Division of Emergency Management for \$167,175; and 2) the Flood Mitigation Reconstruction Grant Assistance Program between the City of Crystal River and Ms. Koos in the amount of \$97,425.

The City receives funding for project management in the amount of \$4,900. The project will require quarterly reports and again the City will be reimbursed on a quarterly basis by FEMA and Ms. Koos

Staff Recommendation: This is an unusual process that FEMA puts the City in the position of monitoring the entire project like a any public project. Ms. Koos has demonstrated follow through and good faith in the project to date and staff supports this project.

Funding Information:

Project Cost:	\$264,600
Funding Source:	001-01539-49013-HERMN*
Amount Available:	\$767,982.33*

**Council approved a total of \$1,000,000 be transferred from Emergency Reserves for Hurricane Hermine in FY2016. Of this transfer, \$232,017.67 was spent leaving \$767,982.33 remaining. It is management's desire to utilize this already approved unspent funding to cover this FEMA grant agreement since it relates to the storm.. All funds will be reimbursed between FEMA and the owner upon completion of this project.*

Finance Department Approval: Michelle Russell

Approvals:

[Signature]
Originating Department

[Signature]
City Manager

City Attorney (if applicable)

Attachments: Resolution. No. 18-R-15, Federal Contract between the State of Florida and the City of Crystal River, Grant Agreement between Christy Koos and the City of Crystal River

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

RESOLUTION NO. 18-R-15

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA,
AUTHORIZING THE TRANSFER OF FUNDS FROM GENERAL FUND
HURRIANCE HERMINE FUNDING TO
PROVIDE FUNDING IN THE AMOUNT OF \$264,600 TO APPROVE THE
FEDERALLY FUNDED SUB-AWRD AND GRANT AGREEMENT BETWEEN
THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE CITY FOR MITIGATION RECONSTRUCTION OF PROPERTY OWNED
BY STACY KOOS LOCATED AT 228 NE 3RD STREET.**

WHEREAS, the City Council of the City of Crystal River, Florida is responsible for the oversight of the budget of the City; and,

WHEREAS, Hurricane Hermine brought forth catastrophic damage to many residents within the City of Crystal River. Part of the FEMA process they offer Mitigation Grants to assist states and local communities in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP). Stacy Koos, who resides as 228 NE 3rd Street, took the time and effort in preparing an application to reconstruct her home that was damaged beyond 50% by Hurricane Hermine. In discussing this project with FEMA it is not often that a private homeowner is successful in attaining approval, it is a lengthy process. Ms. Koos was awarded a grant for reconstruction and the City of Crystal River has been designated as the “pass-through entity” for Ms. Koos to carry out part of the Federal award. This grant requires temporary funding by the City as costs are incurred, FEMA and Ms. Koos will reimburse the City on a quarterly basis. The City receives funding for project management in the amount of \$4,900. The project will require quarterly reports and again the City will be reimbursed on a quarterly basis by FEMA and Ms. Koos. Council approved a total of \$1,000,000 be transferred from Emergency Reserves for Hurricane Hermine in FY2016. Of this transfer, \$232,017.67 was spent leaving \$767,982.33 remaining. It is management’s desire to utilize this already approved unspent funding to cover this FEMA grant agreement since it relates to the storm. All funds will be reimbursed between FEMA and the owner upon completion of this project. This is an unusual process that FEMA puts the City in the position of monitoring the entire project like any public project. Ms. Koos has demonstrated follow through and good faith in the project to date and staff supports this project; and,

WHEREAS, the City Council wishes to appropriate the funds required to move forward with the expenditure;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 12th day of March, 2018 that the Budget Amendment be made as shown in Exhibit A .

EFFECTIVE DATE: This Resolution shall be effective upon adoption by the City Council of the City of Crystal River, Florida.

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2018.

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

Approved as to form and content
For the reliance of the City of
Crystal River only:

VOTE OF COUNCIL:

Farley _____

Brown _____

Holmes _____

Fitzpatrick _____

Gudis _____

George G. Angeliadis, City Attorney

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 9797

Entered By: MRUSSELL

Journal: BA

Post Date: 03/12/2018

Entry Date: 03/07/2018

Description: RES #18-R-15 FEMA MITIGATION RECONSTRUCT

GL #	Description	DR	CR
001-01539-49013-HERMN	Koos Agreement - rebuild Hermine Home		264,600.00
001-01580-99012	Koos Agreement - rebuild Hermine Home	264,600.00	
301-31539-49013-HERMN	Koos Agreement - rebuild Hermine Home		264,600.00
001-01539-49013-HERMN	Koos Agreement - rebuild Hermine Home	264,600.00	
001-01581-91031	Koos Agreement - rebuild Hermine Home		264,600.00
301-00000-38203	Koos Agreement - rebuild Hermine Home	264,600.00	
001-01580-99012	Koos Agreement - rebuild Hermine Home		264,600.00
301-00000-36990-HERMN	FEMA grant agreement - Koos home rebuild	167,175.00	
301-00000-36990-HERMN	Koos Grant Assistance Agreement	97,425.00	
001-00000-38205	Koos Agreement - rebuild Hermine Home	264,600.00	
301-31539-91000	Koos Agreement - rebuild Hermine Home		264,600.00
Journal Total:		1,323,000.00	1,323,000.00

APPROVED BY: _____

Agreement Number: H0019

Project Number: 4280-07-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Crystal River</u>
Sub-Recipient's unique entity identifier:	<u>F59-6000297</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4280-FL</u>
Federal Award Date:	<u>December 12, 2017</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru December 13, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$167,175.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$167,175.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$167,175.00</u>
Federal award project description (see FFATA):	<u>City of Crystal River – Mitigation Reconstruction</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Jeremy.Odell@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Crystal River, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,
ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jeremy O'Dell, Project Manager
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4540
Email: Jeremy.odell@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Jackie Gorman, Director of Planning & Community
Development
City of Crystal River
123 NW Highway 19
Crystal River, Florida 34418

Telephone: (352) 795-4216 – Extension 308
Email: jgorman@crystalriverfl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **December 13, 2019**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$167,175.00.**
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
 - ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.
 - l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF CRYSTAL RIVER

By: _____

Name and Title: _____

Date: _____

FID#: 59-6000297

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Michael Kennett, Deputy Director

Date: _____

**Flood Mitigation Reconstruction Grant Assistance Program
Subgrant Agreement between
City of Crystal River, FL and Christy Koos**

This Flood Mitigation Assistance Program Subgrant Agreement for 228 NE 3rd Street, Crystal River, FL 34429 hereinafter referred to as the "Assistance Agreement", is made this ____ day of _____, 2018 by and between **Christy Koos**, hereinafter referred to as the "OWNER" and the **City of Crystal River**, Florida, hereinafter referred to as the "CITY".

WHEREAS, property of OWNER located at 228 NE 3rd Street, Crystal River, FL has suffered multiple incidents of flooding and resulting damage to a structure on OWNER's property; and

WHEREAS, the OWNER requested that the CITY apply for FEDERAL reimbursement grant funds under the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance Program (FMAP) on her behalf; and

WHEREAS, to assist the OWNER and to provide for reduced flooding and related negative economic impacts, the CITY applied for and obtained approval of a FMAP grant, which it will administer on OWNER's behalf; and

WHEREAS, the CITY is required to fulfill and comply with all terms of FMA Contract Number H0019, including all Attachments and Modifications, hereinafter referred to as "FMA CONTRACT" in order to receive reimbursement from federal funds.\

WHEREAS, OWNER acknowledges that the FMAP grant funds will primarily benefit his/her property and because of the nature of the work to be performed, it is necessary that she accept certain duties, obligations, and liabilities associated with the FMA CONTRACT in order for CITY to comply with the FMA CONTRACT and to receive the FMAP grant funds.

NOW, THEREFORE, in consideration of CITY's acceptance of FMA CONTRACT and other good consideration, the parties hereto agree as follows:

1. OWNER understands and acknowledges that:
 - A. Reimbursement of Project costs incurred by OWNER will be provided solely by the FMA Program and subject to all terms of that program and FMA CONTRACT incorporated herein by reference. A copy of the FMA CONTRACT has been received by OWNER. CITY has no obligation to provide any funds to OWNER or to any contractor or others hired by OWNER other than funds received pursuant to the FMA CONTRACT.
 - B. Reimbursement for the Project, as provided for in the FMA CONTRACT, will not exceed \$167,175.00 and is contingent on all terms of the FMA CONTRACT.

OWNER is solely responsible for all Project costs incurred above \$97,425.00 as stated in the FMA CONTRACT, and/or as revised in the FMA CONTRACT during the period of performance may be awarded additional and/or reduced funds based upon program eligibility.

- C. Reimbursement of Project costs incurred by OWNER is subject to OWNER's compliance with the following:
- a. OWNER agrees to be bound buy all terms and requirements applicable to the FMA CONTRACT recipient, defined therein.
 - b. OWNER agrees to complete the Project in accordance with the grant requirements, FMA CONTRACT, and in accordance with all applicable federal, state and county laws and regulations.
 - c. OWNER will have each contractor and other business that performs work associated with the work described in the FMA CONTRACT provide a signed agreement stating the following:

“I am fully aware of all labor regulations provided for under Federal law, Florida law, and local law, including the City of Crystal River Codes, Ordinances, and Resolutions, and I, agree that as the OWNER, it is my responsibility, for any/all actions including omissions of my contractors, subcontractors or employees thereof, and I will remain in full compliance with any such laws, as amended, until the completion of this contract.”
 - d. OWNER agrees to submit to CITY all information required of the OWNER under the FMA CONTRACT prior to commencing work, during work, and following work on the Project.
 - e. OWNER agrees to timely submit to the CITY copies of all paid invoices for Project expenses, a copy of the front and back of cancelled checks, and any other documentation requested by the FMAP Program or the CITY.
 - f. OWNER and CITY agree to meet on the second Thursday of each month, unless otherwise agreed upon, to keep one another informed of the Project and compliance with the FMA CONTRACT and to exchange documents related to the Project. The meeting date(s) and time(s) may be altered to meet the needs of the project, the contract and/or, the parties, when agreed to in advance and in writing no less than 8 business hours prior to the scheduled time(s).

- g. CITY agrees to assist OWNER and act promptly in requesting and disbursing reimbursement of grant money in a timely manner.
2. In the event that the OWNER sells the property, OWNER, agrees to comply with any conditions required under the FMA CONTRACT prior to the sale, including any conditions required under Attachment A-1 of the FMA CONTRACT. In addition, OWNER agrees that it will continue to provide CITY with any information that he has or could obtain that is required of the OWNER under the FMA CONTRACT despite any sale of the property. This paragraph shall survive the termination of this Assistance Agreement.
 3. OWNER, on behalf of itself, and its successors and assigns, shall indemnify, defend and hold harmless the CITY and the State of Florida from and against any and all suits, actions, claims, demands, liabilities, judgments, and costs of any nature whatsoever arising as a result of this Assistance Agreement, the Project, the FMA CONTRACT, or the actions or negligence of OWNER or any contractors, subcontractors or others utilized by any contractor employed by OWNER in relation to the Project, the Assistance Agreement or the FMA Contract. In the event that FEMA requires the return of any grant funds due to OWNER's negligence, wrong doing, or breach of contract, OWNER shall upon demand, immediately return such funds. OWNER's failure to return such funds shall be a material breach of this Agreement. This paragraph shall survive termination of this Assistance Agreement.
 4. CITY agrees to administer the grant funding and FMA Contract on behalf of OWNER, including submitting reports and managing grant funds. However, Owner agrees that CITY's ability to administer the grant funding and FMA Contract is dependent on OWNER's full and prompt submission of all information required of the OWNER under the FMA Contract.
 5. The Parties hereto agree that the CITY OF CRYSTAL RIVER, Florida, shall be the place of legal venue to resolve any disputes resulting from this Agreement.
 6. This Assistance Agreement shall be effective as of the last date of execution by a party and shall continue in effect until termination and/or expiration of the FMA Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

OWNER:

CITY OF CRYSTAL RIVER

Christy Koos, Homeowner

Jim Farley, Mayor

Attest: _____
Mia Fink, City Clerk

Approved as to form and legality:

City Attorney