



Agenda
Crystal River City Council
Regular Council Meeting
Monday, August 13th, 2018 @ 7:00 p.m.
Council Chamber, City Hall

Jim Farley, Mayor
Ken Brown, Council Seat #1
Mike Gudis, Council Seat #2
Pat Fitzpatrick, Council Seat #3/ Vice Mayor
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 Holmes
- C. Pledge of Allegiance.....Mayor Farley
- D. Recognition of Elected Officials in Attendance.....Mayor Farley

2. ADOPTION OF AGENDA

3. PRESENTATIONS

- A. Purple Heart Day Proclamation.....Commander Bud Allen
- B. Backflow and Grease Ordinance Presentation.....Mittauer

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- A. Motion to approve minutes from the Regular Council Meeting held July 9th, 2018 and Special Council Meeting held July 19th, 2018
- B. Motion to approve the scheduling of a Public Workshop for development of backflow prevention and grease control ordinances for Thursday, September 6, 2018 at 1:00 p.m. to be held in the Council Chambers
- C. Motion to approve an Inter-local agreement with the Citrus County Board of County Commissioners for disposal of solid waste for the 2018/2019 fiscal year beginning October 1, 2018
- D. Update regarding status of M.O.U. for Debris Removal and Monitoring Services
- E. Motion to approve a Special Event Permit for the Manatee Fun Run
- F. Motion to approve waivers of open container and Road Closures for Scarecrow Fest
- G. Motion to approve waivers of open container for Music Under the Stars
- H. Motion to approve a purchase from Barney's Pumps in the amount of \$10,520.00 for two (2) replacement sewage pumps for Lift Station #W-21

6. PUBLIC INPUT

(Time Limit of Three Minutes)

7. PUBLIC HEARING

- A. Consideration of approval of Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) on Final Reading **QUASI-JUDICIAL**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING THE ZONING ON PROPERTIES OWNED BY KINGWOOD CRYSTAL RIVER RESORT CORPORATION, 400 CURIE DRIVE, ALPHARETTA GA 30005 (61.63 ACRES MOL), PARCELS 17E18S33 41300, 17E18S33 42000 0060, AND A PORTION OF 17E18S33 14000 0050 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER FROM MEDIUM DENSITY RESIDENTIAL (R-2) AND HIGH INTENSITY COMMERCIAL (CH) TO PLANNED UNIT DEVELOPMENT (PUD) AS DESCRIBED IN SECTION 3; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

1. Read Ordinance by Title Only on Final Reading
2. Hold Public Hearing
3. Motion to Adopt Ordinance #18-O-07

- B. Consideration of approval of Ordinance No. 18-O-12 for a Small Scale Land Use Amendment for 1.49 Acres MOL of property owned by Centerstate Bank of Florida NA, located between NE 5th Street & NE 3rd Street and between NE 9th Avenue and NE 10th Avenue, Crystal River, FL on first reading and setting a public hearing for August 29, 2018 **QUASI-JUDICIAL**

ORDINANCE 18-O-12 - 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 1.49 ACRES (MOL) OF PROPERTY OWNED BY CENTERSTATE BANK OF FLORIDA NA, LOCATED BETWEEN NE 5TH STREET AND NE 3RD STREET AND BETWEEN NE 9TH AVENUE AND NE 10TH AVENUE AS DESCRIBED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER (17E18S220020 3320) , 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.

1. Read Ordinance by Title Only on First Reading
2. Hold Public Hearing
3. Motion to Approve Ordinance #18-O-12

- C. Consideration of approval of Ordinance No. 18-O-13 for an amendment to the City of Crystal River Zoning Map for 1.49 Acres MOL of property owned by Centerstate Bank of Florida NA, located between NE 5th Street & NE 3rd Street and between NE 9th Avenue and NE 10th Avenue, Crystal River, FL on first reading and setting a public hearing for August 29, 2018 **QUASI-JUDICIAL**

ORDINANCE 18-O-13 - AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING THE ZONING ON 1.49 ACRES (MOL) ON PROPERTIES OWNED BY CENTERSTATE BANK OF FLORIDA NA, LOCATED BETWEEN NE 5TH STREET AND NE 3RD STREET AND BETWEEN NE 9TH AVENUE AND NE 10TH AVENUE AS DESCRIBED IN THE RECORDS OF THE CITRUS COUNTY

PROPERTY APPRAISER (17E18S220020 3320), FROM R-2 (RESIDENTIAL) TO HIGH INTENSITY COMMERCIAL (CH); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

1. Read Ordinance by Title Only on First Reading
2. Hold Public Hearing
3. Motion to Approve Ordinance #18-O-13

- D. Consideration of approval of Ordinance No. 18-O-09 amending the Code of Ordinances, City of Crystal River, specifically Chapter 4, Article 1, by Creating Section 4-16 to allow Chickens on single family residential properties on first reading and setting a public hearing for August 29, 2018

AN ORDINANCE THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA; AMENDING CHAPTER 4, ARTICLE I, BY CREATING SECTION 4-16 TO ALLOW CHICKENS ON DETACHED SINGLE-FAMILY RESIDENTIAL PROPERTIES WITHIN CERTAIN ZONING DISTRICTS AND CREATING TERMS AND CONDITIONS CONCERNNG THE KEEPING OF CHICKENS; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

1. Read Ordinance by Title Only on First Reading
2. Hold Public Hearing
3. Motion to Approve Ordinance No. 18-O-09

- E. Consideration of approval of Ordinance No. 18-O-01 amending the City of Crystal River Land Development Code, specifically Chapter 5, Accessory Temporary and Special Use Situations, Section 5.01.02 Accessory Buildings and Structures in all Residential Districts and Section 5.01.11 Fences, Hedges and Walls allowing fences on vacant properties on first reading and setting a public hearing for August 29, 2018

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 5.01.02 ACCESSORY BUILDINGS AND STRUCTURES IN ALL RESIDENTIAL DISTRICTS BY ADDING FOOTNOTE 2 EXCLUDING FENCES FROM THE LIST OF ACCESSORY STRUCTURES REQUIRING A MAIN STRUCTURE WITH CONDITIONS; AND SECTION 5.01.11 FENCES, HEDGES AND WALLS BY REMOVING 5.01.11(I) IN ITS ENTIRETY AND REPLACING THIS SECTION WITH LANGUAGE FOR INDUSTRIAL FENCING AND COMMERCIAL FENCING WITH PROPER APPROVAL; AND ADDING SECTION (L) LISTING CONDITIONS FOR ALLOWING A FENCE ON A VACANT PROPERTY(S); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

1. Read Ordinance by Title Only on First Reading

2. Hold Public Hearing
3. Motion to Approve Ordinance #18-O-01

8. CITY ATTORNEY

- A. 3SSR Agreement Update

- B. Review and Discussion of Variance Criteria

9. CITY MANAGER

- A. Motion to approve a piggyback contract off Pasco County with U.S. Water Services Corporation for the rehabilitation of Lift Station #11 in an amount not to exceed \$53,000.00 and approve a tax-exempt direct purchase for the pump and rail package from Barney's Pumps in the amount of \$12,000.00

- B. Motion to award a contract to LRE Ground Services, Inc. in an amount not to exceed \$30,000.00 for soil stabilization using grout injection at Lift Station #1

- C. Discussion regarding "Remembering Our Fallen" travelling photographic war monument

- D. Motion to adopt Resolution No. 18-R-24 and issue a Notice to Proceed to SV-3 General Contractor, Inc. under "Continuing Contract for Miscellaneous Concrete Flat Work, Solicitation 18-B-02" in an amount not to exceed \$65,000.00 for sidewalk construction on the north side of NW 19th St. in the Woodland Estates area and to allow for up to \$10,500.00 for staking of the right-of-way line, crosswalk pavement markings, and demolition/sod restoration of the existing sidewalk

- E. Motion to approve an Exemption Audit Services Contract between Citrus County Property Appraiser, Tax Collector and the City of Crystal River

- F. Motion to adopt Resolution No. 18-R-26 supporting use of TDC funding for design of a multi-use path to connect the Citrus County Multi-Use Trail to the City of Crystal River Crosstown Trail

10. CITY COUNCIL

- A. Motion to approve the Waterfronts Advisory Board's Straw-Free Initiative and funding in the amount of \$ for the printing of 200 decals for participating restaurants and businesses

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*
- *Three Sisters Springs Coordination Committee*

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, the original Purple Heart, known as the Badge of Military Merit, is an American decoration and the oldest active military decoration in the world, and was established by General George Washington at Newburgh, New York, on August 7, 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to Common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and

WHEREAS, following nearly 150 years of disuse the Purple Heart was reestablished by the President of the United States per War Department General Order No. 3, dated February 22, 1932; and

WHEREAS, the contemporary Purple Heart is a combat decoration, is awarded to military members of the United States Armed Forces who are wounded by an instrument of war in the hands of the enemy and posthumously to the next of kin in the name of those who were killed in action or die from wounds received in action; and

WHEREAS, recipients of the Purple Heart have known the meaning of sacrifice in the preservation of the United States of America and National interests at home and abroad; and

WHEREAS, the City of Crystal River has a number of residents that have been awarded the Purple Heart for wounds received in combat and has had several residents make the ultimate sacrifice in all of the world wars; and


WHEREAS, the Citizens of Crystal River are honored to recognize all military members who have served, or are currently serving, in the United Armed Forces, and are proud to dedicate August 7, 2018, as a special tribute to those brave service members who have received the Purple Heart.

NOW, THEREFORE, BE IT PROCLAIMED by Jim Farley, Mayor of the City of Crystal River, that August 7, 2018, shall be known, designated, and set aside as

"PURPLE HEART DAY"

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 13th day of August, 2018.

Attest:


Mia Fink, City Clerk


Mayor Jim Farley



City of Crystal River



Minutes from the
Regular Council Meeting held
Monday, July 9th, 2018
@ 7:00 p.m.



**Minutes of the
Crystal River City Council
Regular Council Meeting
Monday, July 9th, 2018 @ 7:00 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

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

Council members Present: Mayor Farley, Vice Mayor Brown, Council member Gudis, Council member Fitzpatrick, Council member Holmes.

Council members absent: None

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

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

2. ADOPTION OF AGENDA

Mayor Farley announced that item 9B was being removed from the agenda.

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

3. PRESENTATIONS

A. Plastic Straw Reduction Proclamation.....Mayor Farley

Mayor Farley provided background information on the proclamation, read it to the audience and thanked Mike Engiles for initiating the recognition.

Vice Mayor Brown directed staff to develop a recognition program for local businesses making plastic straw reduction efforts.

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes from the Regular City Council meeting held June 11, 2018

B. Monthly Departmental Reports

C. Motion to approve a Continuing Contract for Miscellaneous Concrete Flatwork with SV3 General Contracting Inc. pursuant to Bid no. 18-B-02

Background: [Agenda Sheet Requested Motion: Motion to award Bid No. 18-B-02 for Continuing Contract for Miscellaneous Concrete Flat Work to SV3 General Contractors, Inc. for a period of one (1) year with the option of up to two (2) one-year extensions upon mutual agreement.

Summary: DPW has an on-going need for miscellaneous concrete work. This work includes new sidewalk construction, driveway aprons, curbing and replacement work where water or were lines have been repaired.

In years past, DPW has had to prepare documents for public bidding in order to hire a contractor to do concrete jobs. This not only consumed staff time to prepare the bid, but the process itself took over a month by the time bids were opened and Council made an award. This resulted in unnecessary delays.

To address these concerns, in 2014 DPW let Bid #14-B-03 for concrete work which Council awarded to SV3 General Contractors, Inc. (SV3) for a one year period with the option of up to two one-year extensions upon mutual agreement. The three-year term has expired and DPW recently let Bid # 18-B-02 for similar work.

Although only one bid was received, the respondent was SV3 whose 2014 bid numbers were significantly lower than the two other bidders at that time. For the subject bid, SV3's bid reflects an approximate increase of 10% over the 2014 numbers. This nominal increase should be deemed reasonable in light of the current economic climate and companion high demand for tradesmen.

SV3's bid paperwork is in order and they have performed satisfactorily over the past three years. Materials and workmanship are to conform to FDOT's standard specifications and include a one-year contractor warranty.

With reference to the attached Bid Form, the following price proposal breaks down as:

<u>Bidder</u>	<u>Location</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>
SV3 General Contractors, Inc.	Inverness, FL	\$248.17	\$225.40	\$203.79

Staff Recommendation: Approval.

End of Agenda Sheet]

D. Motion to approve the setting of a second Budget Workshop for Thursday, August 23, 2018 at 1:00 p.m.

Background: [Agenda Sheet **Requested Motion: Motion to approve the scheduling of an FY 2019 Budget Workshop for Thursday, August 23, 2018 at 1:00 p.m. to be held in the Council Chambers.**

Summary: Due to significant changes to the proposed FY19 budget and a desire to discuss options for a variety of projects, Council has determined it necessary to hold a second Budget Workshop prior to the September budget hearings. All Council members have been contacted and a quorum is available for this time and date.

Staff Recommendation: Approval of the meeting for the date listed above. End of Agenda Sheet]

E. Motion to schedule an Executive Session to discuss labor negotiations for ~~Thursday, July 26th at 1:00 p.m. or alternative proposed date of Thursday, July 19th, 2018 at 1:00 p.m.~~

Background: [Agenda Sheet **Requested Motion: Motion to schedule an Executive Session to discuss labor negotiations for ~~Thursday, July 26th at 1:00 p.m. or alternative proposed date of Thursday, July 19th, 2018 at 1:00 p.m.~~**

Summary: Once a year prior to finalization of the budget City Council meets in executive session to discuss labor related costs and issues. Staff is working to reschedule this session prior to the second FY 19 Budget Workshop. The agenda item is only to set date and time. All Council members have been contacted and a near-majority has indicated availability for the proposed time and date.

Staff Recommendation: Approval of the meeting date and time (or alternative) listed above.

End of Agenda Sheet]

Vice Mayor Brown initially requested that item 5E be pulled for discussion but rescinded request, following discussion during which consensus was reached to hold the meeting on July 19, 2018 at 1:00 p.m.

Motion to approve the consent agenda was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried unanimously.

6. PUBLIC INPUT

(Time Limit of Three Minutes)

Mike Engiles-Crystal River Watersports- Spoke regarding plastic straw reduction and proclamation, noting a Waterfronts Advisory Board discussion of recognition program for participating local businesses.

City Manager Burnell clarified that the agenda contained a typo under item 5D, and the second Budget Workshop would be held Thursday, August 23, 2018, as listed on the agenda memo.

Jordan Kimball- Crystal River- Announced an upcoming fundraiser to be held August 25th, Manatee Fun Run 5K, and the goal to raise \$15,000 and promote awareness for the cause of stillborn births.

Ricky Feacher-Crystal River- Discussed issues related to Copeland Park facilities, including restrooms, lighting, paving, basketball court refinishing and stormwater, requesting assistance from Council. He also thanked Sergeant Craig Dalton for recent law enforcement related efforts.

Council member Fitzpatrick recognized Mr. Feacher for efforts made on behalf of his community and his former NFL career.

Ray McConnell- 19 NE 2nd Street- Distributed letter and photos of vehicles parked in “Michigan Town” neighborhood right-of-ways (ATTACHMENT A), expressed concerns regarding ownership of public right-of-ways in the “Michigan Town” neighborhood, and read a portion of Chapter 14 of the City Code or Ordinances “Maintenance with in a Public Right-of-Way”.

7. PUBLIC HEARING

- A. Consideration of adoption of Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances “Elections”, Section 7-37 “Qualifying Period; Filing Requirements” on Final Reading

Motion to read the ordinance by title only was made by Council member Holmes; seconded by Council member Fitzpatrick. Motion carried unanimously.

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, RELATING TO CITY ELECTIONS; AMENDING CHAPTER 7 TO REVISE QUALIFYING DATES TO PROVIDE FOR CONSISTENCY AND ORDERLY ADMINISTRATION OF ELECTIONS OF THE CITY OF CRYSTAL RIVER, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Background: [Agenda Sheet] Requested Motion: Motion to adopt Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances “Elections”, Section 7-37 “Qualifying Period; Filing Requirements” on Final Reading.

Summary: The purpose of this Ordinance is to align its qualifying period to coincide with the qualifying period of other municipalities within Citrus County for purposes of consistency and efficiency in the conduct of municipal elections by the Citrus County Supervisor of Elections. This can be accomplished by amending the City of Crystal River Code Of Ordinances, Chapter 7, "Elections" to revise qualifying period for candidates.

During a recent request for clarification from legal staff on matters related to the upcoming election and applicability of certain statutory provisions to municipalities, it was determined that the requested revision to city code would serve to establish a more consistent and efficient process for qualifying candidates for City Council. This revision would establish a qualifying period in early August, rather than late August.

Staff Recommendation: Approval.

End of Agenda Sheet]

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

Council Discussion: There was none.

Public Input: There was none.

Motion to Adopt Ordinance No. 18-O-11 amending Chapter 7 of the City of Crystal River Code of Ordinances "Elections", Section 7-37 "Qualifying Period; Filing Requirements" on Final Reading was made by Vice Mayor Brown; seconded by Council member Fitzpatrick. Motion carried unanimously on a roll call vote.

B. Request for continuance of Public Hearing to consider adoption of Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) on Final Reading to be held on Monday, August 13, 2018

Background: [Agenda Sheet Requested Motion: Request for continuance of Public Hearing to consider adoption of Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) on Final Reading to be held on Monday, August 13, 2018.

Summary: The Final Hearing for Kingwood Crystal River was scheduled for July 9, 2018. Fred Zohouri, Developer, has made a request for continuance until August 13, 2018, due to personal issues.

The City's Code allows a continuance as follows:

Land Development Code Chapter 10, Section 10.03.06. - Requests for continuation of a public hearing.

*A. An applicant may request, in writing, a continuance of the public hearing regarding a specific application
B. If the city manager receives the written request for a continuance at least seven (7) days prior to the public hearing at which the application is scheduled to be heard, the applicant's request for a continuance will be automatically granted. An applicant shall be limited to one (1) such automatic continuance. C. If the city manager receives the written request for a continuance less than seven (7) days prior to the public hearing at which the application is scheduled to be heard, the applicant is not entitled to an automatic continuance. The decision-making entity will consider the request for a continuance, and shall only grant such request upon a demonstration by the applicant of good cause for a continuance. D. If an applicant receives a continuance, the applicant shall reimburse the city for all advertising costs associated with rescheduling the public hearing for the application. The public hearing will not be rescheduled until such*

payment is received. E. If a public hearing is continued, at the scheduled public hearing, to a date and time certain, no additional notice shall be required.
(Ord. No. 05-0-08, §§ 1, 2, 5-17-2005)

The request has met the requirement for granting a continuance.

Staff Recommendation: Approval

End of Agenda Sheet]

Motion to continue Public Hearing to consider adoption of Ordinance No. 18-O-07 rezoning 61.63 acres for Kingwood Crystal River Resort from High Intensity Commercial (CH) and Medium Density Residential (R-2) to a Planned Unit Development (PUD) on Final Reading to be held on Monday, August 13, 2018 was made by Council member Fitzpatrick; seconded by Vice Mayor Brown. Motion carried unanimously.

8. CITY ATTORNEY

9. CITY MANAGER

A. Discussion regarding proposed ordinance regulating Temporary Use

Background: [Agenda Sheet] **Requested Motion:** NA- Discussion regarding proposed ordinance regulating Temporary Use.

Summary: Staff and Council have discussed the need to amend the City’s Temporary Use Ordinance, which includes tent sales, to align better with Citrus County’s current code. Draft Ordinance 18-O-15, attached for review, would serve to revise the City’s existing code which addresses temporary use through a section regulating accessory uses by zoning district. This proposed legislation is required to go before Planning Commission for a recommendation, as it would amend the Land Development Code, however, staff is providing Council with an opportunity to review it, and address any concerns or potential issues to improve the overall content.

It is also important to note that staff has recently received a request for a Special Event Permit for an RV show at King’s Bay Plaza, which may be in conflict with the newly proposed Ordinance.

Staff Recommendation: Staff is requesting Council input on proposed ordinance.

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item, noting alternative locations for tent sales, and intent to bring the draft ordinance to Planning for review and recommendation for Council adoption. Consensus was reached to move forward.

~~— B. Motion to approve a special event permit submitted by Alliance Coach for a series of Alliance Coach RV Sales at Kings Bay Plaza~~

~~**Background:** [Agenda Sheet] **Requested Motion:** Motion to approve a special event permit submitted by Alliance Coach for a series of Alliance Coach RV Sales at Kings Bay Plaza.~~

~~**Summary:** Alliance RV of Wildwood has submitted two special events permits for RV sales at Kings Bay Plaza. The first is for July 18 July 27, 2018 and the second is for August 31 September 9, 2018, both from 10:00am-5:00pm. The sales would be set up in the parking lot of the plaza closest to Highway 19.~~

~~**Staff Recommendation:** Staff recommends approval.~~

~~End of Agenda Sheet]~~

C. Motion to adopt Resolution No. 18-R-19 requesting an environmental assessment to extend runway 9-27 at the Crystal River Airport to 5,000 ft., and supporting the expansion of the runway

Background: [Agenda Sheet] **Requested Motion: Motion to approve Resolution No. 18-R-19 requesting an environmental assessment to extend runway 9-27 at the crystal river airport to 5,000 ft., and supporting the expansion of the runway.**

Summary: County staff discussed at the FAA Airports District Office (ADO) on February 12, 2018, the County has been working towards the much needed runway extension to 5,000 ft. for many years. The Airport had met the FAA AC No. 150/5325-48 requirement of 500 documented ops and was beginning the EA phase in late 2013 when multiple airspace obstructions were brought to light. At that time, the County was advised to put the EA on hold and to perform the Master Plan/ALP Update which would further identify and address the airspace obstructions. The Master Plan and ALP Updates were completed in November 2017, and were approved by the FAA in January of 2018. Since the completion of the Master Plan and ALP Update, the County has been compiling the required documentation of the 500 operations needed to once again meet the requirement for the runway extension. The Airport has had 551 actual operations for the past year. Many of these operations were performed under limited conditions. Operators indicated that they experience the following concerns and/or operational constraints due to the existing length of Runway 9-27:

- Departure weight or payload restrictions
- Limitations to the types of aircraft tenants would like to base at CGC
- Insurance carrier penalties
- Diminished safety particularly during wet conditions
- Re-fueling stops to destinations otherwise directly served on a full fuel load

The City understands that under FAA Order 5100.38D, projected activity may be considered for justification of the runway extension. The enclosed letters demonstrate that a 5,000 ft. runway would attract a minimum of 327 additional operations; resulting in a total of 878 operations annually that will require a 5,000 ft. runway.

The County would like to initiate a new Environmental Assessment (EA) in light of the additional data provided as soon as possible and to begin the process of design, permitting, and construction of the runway extension. The City supports the County initiating a new Environmental Assessment (EA).

The FDOT has funded the design for the Runway 9 Threshold Displacement, and has verbally agreed to fund the construction work for displacing the threshold. With your approval to move forward with the runway extension, the County will seek assistance from FDOT for the EA and Runway Extension.

Staff Recommendation: Adoption of the Resolution requesting an environmental assessment to extend runway 9-27 at the crystal river airport to 5,000 ft., and supporting the expansion of the runway Resolution #18-R-19. End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and purpose of mitigating runway loss due to Highway 19 widening.

Motion to adopt Resolution No. 18-R-19 requesting an environmental assessment to extend runway 9-27 at the crystal river airport to 5,000 ft., and supporting the expansion of the runway was made by Council member Holmes; seconded by Council member Gudis. Motion carried unanimously.

D. Motion to approve Resolution No. 18-R-23 and enter into a professional services agreement with Kimley-Horn and Associates, Inc. in the amount of \$49,300.00 for the engineering design and permitting of the Hunter Springs DRA Modifications and Crosstown Trail Canal Reroute project

Background: [Agenda Sheet] **Requested Motion: Motion to approve Resolution No. 18-R-23 and enter into a professional services agreement with Kimley-Horn and Associates, Inc. in the amount of**

\$49,300.00 for the engineering design and permitting of the Hunter Springs DRA Modifications and Crosstown Trail Canal Reroute project.

Summary: The Hunter Springs Drainage Retention Area (DRA) lies between NE 2nd Ct. and Three Sisters Springs Trail and receives stormwater runoff from approximately 120 acres. This drainage basin includes residential and commercial areas as well as roadways including sections of US-19 and SR-44.

In 2015, through grant assistance provided by SWFWMD, Citrus County modified the historic DRA by adding a DRA on property it owned to the north; upon completion, the County deeded the property to the City.

Currently, the canal paralleling the Crosstown Trail north of the subject DRAs discharges directly to Hunter Springs Cove via existing storm sewers that run under the gravel parking area for the Bed & Breakfast on NE 2nd Ct. This canal carries trash, suspended solids, nutrients, and heavy metals from US-19 runoff. Decades of direct discharge of these waters into this sensitive cove (an OFW) has arguably resulted in degradation in water quality and has created a maintenance nightmare for the property owners along the cove who have spent countless hours trying to keep the cove free of trash.

Staff recommends modifying the canal discharge route to re-direct the flow to the existing DRAs for water quality treatment. As part of this modification, the water control structure should be relocated to the southerly end of the DRAs (to maximize residence time) and the historic discharge pattern should be restored. The control structure will be fitted with a skimmer to keep trash and other undesirable floatables out of the cove.

The attached Kimley-Horn proposal in the amount of \$49,300 provides for: a topographic survey; data collection; environmental consulting services; engineering design; and SWFWMD permitting.

Staff Recommendation: Approve the motion as presented.

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item. Council member Holmes discussed storm water issues from Crystal Street to Citrus Avenue and City Manager Burnell confirmed that the Stormwater Master Plan which covers that area is nearing completion. Vice Mayor Brown expressed concerns regarding the expense to address issues caused by the project, suggesting a request be made for County to share cost.

Motion to approve Resolution No. 18-R-23 and enter into a professional services agreement with Kimley-Horn and Associates, Inc. in the amount of \$49,300.00 for the engineering design and permitting of the Hunter Springs DRA Modifications and Crosstown Trail Canal Reroute project was made by Council member Fitzpatrick; seconded by Council member Gudis. Motion carried unanimously.

E. Motion to authorize staff to bring forth for consideration a draft ordinance revising Section 6.04.08 of the Land Development Code to City Council concerning RV Parking in residential areas

Background: [Agenda Sheet Requested Motion: **Motion to authorize staff to bring forth for consideration a draft ordinance revising Section 6.04.08 of the Land Development Code to City Council concerning RV Parking in residential areas.**

Summary: City staff was requested to resolve a code compliance issue related to RV storage on a specific residential location. Because of this request a City wide review of RV storage on residential properties was completed before any action was taken by Code Enforcement. This ordinance was suspended because of Hurricanes Hermine and Erma so RV's could be used for temporary living. The result of the inventory on RVs locations it was found between 20 - 30 RV's had been found in violation citywide. The City then

notified all property owners in violation at that time. The result of this action approximately 90% or more of the violations have been rectified via notification or by hearing.

The Planning Commission meetings on April 5, 2018; May 3, 2018; and, June 7, 2018 had workshop like discussion held to potentially amend Section 6.04.08 of the Land Development Code concerning RV Parking in a residential district.

Staff collected information from other waterfront cities in Florida. The majority of these cities do not allow RV Parking in the front with the exception of the City of Dunedin. This however was not a completely comprehensive review of all cities. Dunedin does allow some RV's in the front yard with conditions.

The board and staff have listened carefully to all affected parties that have been or are in conflict with the current ordinance for indicators that may explain the need to amend the LDC. This showed limited issues that cause residents the inability to meet RV setback requirements.

Staff presented a memo to the Planning Commission suggesting that if the LDC were to be amended to allow the RV to project 5' beyond the front line of the house to accommodate rear obstructions or allow for opening of the door into the RV. In addition it was recommended a 6-8' fence and gate be installed to cover any appearance issues.

One area in the City (Woodland Estates) did have a petition of over 50 individuals in support of making some change to allow amending the code.

After testimony and much discussion the Planning Board did not feel there was enough information presented to demonstrate the need to amend the Land Development Code.

Staff Recommendation: Staff is recommending Council hear the proposed changes and public discussion on this issue. End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item, with Mayor Farley noting willingness from the Planning Commission Chair to revisit the issue.

Motion to authorize staff to bring forth for consideration a draft ordinance revising Section 6.04.08 of the Land Development Code to City Council concerning RV Parking in residential areas was made by Vice Mayor Brown; seconded by Council member Fitzpatrick. Motion carried unanimously.

F. Motion to approve an Interlocal Agreement for Law Enforcement Services between the City of Crystal River the Citrus County Sheriff's Office and Citrus County in the total sum of \$860,819.00 you're the term of October 1, 2018 through September 30, 2019

Background: [Agenda Sheet Requested Motion: Motion to approve an Interlocal Agreement for Law Enforcement Services between the City of Crystal River the Citrus County Sheriff's Office and Citrus County in the total sum of \$860,819.00 for the term of October 1, 2018 through September 30, 2019.

Summary: The City of Crystal River entered into an agreement with the Citrus County Sheriff's Office (CCSO) in January, 2008, for that agency to provide enhanced law enforcement services to the City in lieu of the City continuing to operate its own Police Department. That agreement is currently up for annual renewal.

The proposed contract for FY 19, attached for review, includes a 2.8% or a \$24,159.00 increase from last year's contract. Cost adjustment is primarily due to increase cost in insurance, pay rates and retirement costs.

City staff has been working with the west side Sheriff's Office to improve communications and increase interactions with the citizens of Crystal River. Based on observations by staff, key members of the Citrus County Sheriff's Office have been instrumental in bringing back a sense of community policing to the City of Crystal River, as desired by Council. Sheriff's Office staff members have also confirmed that these efforts to better serve the citizens of Crystal River will continue.

Staff Recommendation: Recommend Approval

End of Agenda Sheet]

City Manager Burnell discussed the contract and minor items to be changed (lists previous City Attorney as presented). Council discussion was held regarding satisfaction with CCSO following past reorganization and staffing changes.

Motion to approve an Interlocal Agreement for Law Enforcement Services between the City of Crystal River the Citrus County Sheriff's Office and Citrus County in the total sum of \$860,819.00 for the term of October 1, 2018 through September 30, 2019 was made by Council member Holmes; seconded by seconded by Council member Fitzpatrick. Motion carried unanimously.

G. Update regarding Three Sisters Springs Trail Multi-Use Path

Background: [Agenda sheet Requested Motion: NA- Update regarding Three Sisters Springs Trail Multi-Use Path.

Summary: City Staff would like to provide a verbal update on the design of the multi-use path being designed by Kimley-Horn LLC connecting Three Sisters Springs Trail to the Plantation.

Staff Recommendation: Discussion only on options and progress.

End of Agenda Sheet]

City Manager Burnell provided an update on the project design, noting recent modifications made to the City's plan to meet specifications for the County portion, an upcoming discussion on cost sharing, and potential to utilize a certain side street by working with a private property owner. Discussion was also held regarding potential for Plantation ownership to fund a portion if it were accessible to golf carts.

10. CITY COUNCIL

Council member Holmes requested consensus from Council to discuss City variance criteria at an upcoming meeting, and clarifying purpose of review to determine feasibility of granting of any variance based on criteria.

11. COMMITTEE REPORTS

A. Mayor Farley

- *Waterfronts Advisory Board*

B. Vice Mayor Brown

- *Withlacoochee Regional Water Supply Authority*
- *Crystal River Main Street-* Reported on pump house restoration project and open house event, work on flood plain and vacancy issues, Sip'n'Stroll events, coin maps, market analyses, awards for tree installation, water tower lighting and sailing scow installation and upcoming marketing workshops.

C. Council member Fitzpatrick

- *Metropolitan Planning Organization*- Reported on discussion regarding Parkway and delay, Fort Island Trail project, and Crystal River Middle School upgrades to bus and drop-off/pick-up area.
- *Three Sisters Coordination Committee*- Reported on recent meetings during which restrooms were prioritized, potential FDOT grant funding and city contributions to extend water and sewer.

D. Council member Gudis-

- *Tourist Development Council* – Reported that grant funds available to eligible recipients.
- *Library Governing Advisory Board*- Reported on upcoming meeting with BOCC to approve budget.
- *Florida League of Cities*
- *Citrus County Community Charitable Foundation Board*- Reported that proposals for grant funding will be accepted for eligible projects over the next couple of months.

E. Council member Holmes

- *Keep Citrus County Beautiful*- City Clerk Fink reported on recent “Culture of Clean” presentation, closing of the FY 18 FDOT grant and new website development.
- *Springs Coast Steering Committee*-

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

- A. Mayor Farley- Reported on a recent meeting with Boys and Girls Club staff and requested Letter of Support provided for grant funding.
- B. Vice Mayor Brown- Reported on recent meeting during which trolley use was proposed to alleviate parking issues, and complimented fireworks display.
- C. Council member Fitzpatrick- Complimented Fireworks display.
- D. Council member Gudis- Commended Special Events Coordinator Leslie Bollin for Music Under the Stars event.
- E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

Dee Atkins- 3851 N. Nokomis Pt.- Commented on Council member Holmes request for variance criteria discussion and agreed it was necessary.

Anthony Mozo- 9564 W Plantation Lane- Commented on upcoming projects on Fort Island Trail and expressed concerns regarding plans for the Kingwood R.V. Park, specific to soil contamination, storm water and contamination of the bay.

15. ADJOURNMENT

Mayor Farley adjourned the meeting at 8:04 p.m.

ATTACHMENT "A"

Members of the Board,

On Saturday, June 23rd, our neighbors who live directly across the street from us, had an individual park on their front lawn at a 90 degree angle to the street. As a result of this action they called 911. An officer responded very quickly and informed them he could do nothing about the vehicle, but they were within their rights to have the vehicle towed off. They did indeed do just that. On Monday, June 25th, questions were raised by city employees as to whether our neighbors were within their rights to have the vehicle towed as the vehicle was parked on city property. 2 problems with this statement.

#1, As to the ownership of the property in question and it's use, I will refer to The City of Crystal River Municipal Code, Chapter 14, Section 14-5, Maintenance within a Public Right-of-way. (REFER TO CODE), now to clarify the term "RIGHT-OF-WAY", I will refer to the 2018 Florida State Statute Title 26, Chapter 334, Section 334.03 Definitions- (REFER TO CODE, SECTION 21 AND 30). As the city has designated the property in question by their own words, a "Public Right-of-way" the state definitions of the same, clarifies ownership. It also clearly states that the "Right-of-way" in use as a "Transportation facility" is stating that the public has a right to use the "IMPROVED PART OF THE RIGHT-OF-WAY" also know as the road or street as this is the only part of the Cities "Right-of-way" that has been improved with "public funds". Our lawns have been maintained by our personal funds. As our lawns do not fall under the "Improved" section for public use on the Cities "Right-of-Way" claim, the public therefor has no right to park on this "unimproved" area, i.e. our lawns. There is no argument presented here as to the maintenance of the right-of-way, although it's worth while to mention that while some individuals are threatened with a violation for putting a few small rocks on the border of their property to discourage unwanted vehicular traffic on their well maintained lawn, others are allowed to plant numerous trees and shrubs on their right-of-way and nothing is said nor any action taken about this. "Whats good for the the goose is good for the gander!"

#2 The second problem with the original statement. As for the actual vehicle parking itself, I would like to read from The City of Crystal River Municipal Code section 15-42, Definitions part "D" Improper Parking (REFER TO CODE). Referring now to the photo(s) I passed around, most of the vehicles in the photo(s) are then, by your own definitions, illegally parked, but then, as we were informed by a law enforcement personnel, and I quote "we were told not to make waves" referring to the Hunter Springs Park and

surrounding area.

We (including neighbors) have witnessed in the park, extreme alcohol use, drug use, urinating ON the STREET, public nudity and a host of other treats, not to mention being treated to many different individuals taste in music loud enough to be envied by some concert promoters! One of the latest tricks by some of these offenders is to blow an air horn from a can to make everyone aware that a Park Ranger is near so hide your paraphernalia! But,,,don't make waves! Yes, we as the citizens of Michigan Town know we have to expect an influx of people as they come to enjoy one of the areas premiere recreational facilities, however we also feel that the City of Crystal River has created some very dangerous conditions for these same visitors as well as the residents of Michigan Town and so far, has not taken the necessary action to correct these repeated problems even after all of the suggestions from the residents that live here! Maybe it's time,,,MAKE SOME WAVES!





City of Crystal River



Minutes from the
Special Council Meeting held
Thursday, July 19th, 2018
@ 12:45 p.m.



**Minutes of the
Crystal River City Council
Special Meeting
Thursday, July 19th, 2018 @ 12:45 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

Mayor Farley called the meeting to order at 12:45 p.m.

Council members Present: Mayor Farley, Council member Gudis, Council member Fitzpatrick.

Council members absent: Vice Mayor Brown (Council member Holmes arrived at 12:48 p.m.)

Staff Present: City Manager Burnell, City Clerk Fink, Finance Director Michelle Russell.

Mayor Farley led in the Pledge of Allegiance.

2. ADOPTION OF AGENDA

Motion to adopt the agenda was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried 3-0.

3. PUBLIC INPUT

(Time Limit of Three Minutes)

Robert Pitts – Crystal River- Commented on the proposed millage rate of 4.5, commending staff and noting a raises should come with any increase in millage. He also discussed weekend overcrowding at city parks, and the potential to utilize trolleys to shuttle patrons to parking areas throughout the city.

Council member Gudis confirmed that the 4.5 figure was mills, rather than a percentage. Mayor Farley confirmed that the labor negotiations meeting, during which raises are discussed, was scheduled for 1:00 p.m. following the meeting.

Council member Holmes arrives at 12:48 p.m.

4. CITY MANAGER

A. Motion to Adopt Resolution No. 18-R-20 setting Truth-In-Millage (TRIM) rate at 4.5 mills and Setting the Two Required Public Hearing Dates for September

Background: [\[Agenda Sheet\]](#) **Requested Motion: Motion to Adopt Resolution No. 18-R-20 setting Truth-In-Millage (TRIM) rate at 4.5 mills and Setting the Two Required Public Hearing Dates for September.**

Summary: City Council has been provided with copies of the Recommended Budget for FY2019. The recommended budget anticipates ad valorem revenues in the amount of \$2,036,806 and no change of the current millage rate of 4.5 mills. Council is being asked to take the following actions through adoption of Resolution 18-R-20.

Adopt a Truth-In-Millage (TRIM) Rate of 4.5 Mills.

Council is required to adopt a TRIM rate, which is the rate disseminated to the public to advise them of the potential tax levy for the upcoming year. The final millage rate adopted by Council can be lower than the TRIM rate, but not higher (unless an extensive public notice process is followed).

Set Two Dates in September for the Required Public Hearings.

The City is required to conduct two public hearings prior to final adoption of the budget. State law establishes certain requirements that must be met in setting those dates (i.e. the dates set by the City cannot conflict with the public hearing dates set by the County or the School Board). It is recommended that the first public hearing be set for Monday, September 10, to be conducted as the first order of business for the regular Council meeting scheduled to begin at 7 PM on that date. It is recommended that the second public hearing be set for **Tuesday, September 25 at 6:00 p.m.** *This special Council meeting date has been proposed to ensure there is no conflict with a previously scheduled budget workshop being held by Citrus County B.O.C.C. on the date of the City's Regular Council meeting.*

Staff Recommendation: Staff recommends approval.

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item, noting that no increase is being proposed for FY 19. He also clarified that figures to be discussed in the upcoming Executive Session to discuss Labor Negotiations are included in the projection on which the 4.5 mills is based, noting the conservative approach staff takes when budgeting.

Motion to Adopt Resolution No. 18-R-20 setting Truth-In-Millage (TRIM) rate at 4.5 mills and Setting the Two Required Public Hearing Dates for September was made by Council member Fitzpatrick; seconded by Council member Holmes. Motion carried 4-0.

5. ADJOURNMENT

Mayor Farley adjourned the meeting at 12:51 p.m.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 5B

Requested Motion: Motion to approve the scheduling of a Public Workshop for development of backflow prevention and grease control ordinances for Thursday, September 6, 2018 at 1:00 p.m. to be held in the Council Chambers.

Summary: On December 11, 2017 Council authorized Mittauer & Associates to develop draft backflow prevention and grease control ordinances; the first drafts have been completed and are ready for comment and input from Council and the public.

This item is companion to a presentation which is scheduled to occur at the beginning of this agenda session. Mittauer will present the initial findings and recommendations generically so as to provide a starting point for open discussion.

Since these ordinances have the potential to result in direct financial impacts to existing and proposed residences, businesses, builders, etc., Staff deems it especially important to solicit input from stakeholders.

As such, Staff is requesting authorization to schedule a Public Workshop for development of backflow prevention and grease control ordinances for Thursday, September 6, 2018 at 1:00 p.m. to be held in the Council Chambers.

Staff Recommendation: Approval of the meeting for the place, time, and date listed above.

Funding Information: N/A

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Attachments: Public Notice

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

PUBLIC NOTICE



NOTICE IS HEREBY GIVEN by the City Council of the City of Crystal River, Florida that a **PUBLIC WORKSHOP** for the development of Backflow Prevention and Grease Control Ordinances has been scheduled for **Thursday, September 6, 2018 @ 1:00 p.m.** in the Council Chambers at City Hall, 123 N.W. Highway 19, Crystal River, Florida.

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 NW Highway 19, Crystal River, FL 34428, (352) 795-4216, at least two (2) days before the meeting.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 5C

Requested Motion: Motion to approve an Inter-local agreement with the Citrus County Board of County Commissioners for disposal of solid waste for the 2018/2019 fiscal year beginning October 1, 2018.

Summary:

Every year the City and Citrus County enter into an Inter-local agreement to establish the solid waste disposal rates for the upcoming fiscal year. For FY19, the Citrus County Board of County Commissioners voted to keep the rates unchanged for municipalities:

Solid Waste – City Contract Haulers	\$32.23Per ton
-------------------------------------	----------------

Staff Recommendation: Staff recommends approval of the FY2019 Inter-local Agreement for Solid Waste Disposal.

Funding Information:

Project Cost: No Capital Cost

Funding Source:

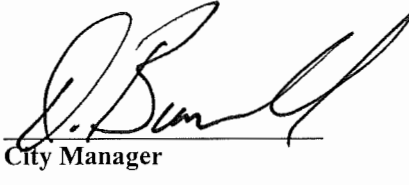
Amount Available: _____

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Interlocal Agreement

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



Board of County Commissioners
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

P.O. Box 340, Lecanto, Florida 34460
Telephone: (352) 527-7670 FAX: (352) 527-7672
email: landfillinfo@bocc.citrus.fl.us
TDD Telephone: (352) 527-5303
Citrus Springs/Dunnellon/Inglis/Yankeetown area Toll Free (352) 489-2120

July 17, 2018

City of Crystal River
123 NW Highway 19
Crystal River, FL 34429

Attn: Beau Keene PE, Director of Public Works

RE: Interlocal Agreement

Dear Mr. Keene:

In compliance with the Citrus County Code Chapter 82, we have enclosed the Interlocal Agreement for the Disposal of Solid Waste. We anticipate Board acceptance and execution of the Interlocal Agreement to be at the September 11, 2018 meeting.

Please forward the executed document to the Division of Solid Waste Management, P.O. Box 340, Lecanto, FL 34460 on or before August 6th, 2018. If you should need an electronic copy to make signature revisions, please contact Ray Oates at 352-527-7679.

Sincerely,

Dan S. Sherlock
Acting Director, Division of Solid Waste Management

DS/ro

Attachments

- Interlocal Renewal Agreement

cc: Randall Olney PE, Public Works Director
Ray Oates, Compliance Manager, DSWM

**INTERLOCAL AGREEMENT
FOR THE DISPOSAL OF SOLID WASTE**

This Interlocal Agreement for the disposal of Solid Waste is hereby made and entered into by and between **CITY OF CRYSTAL RIVER**, a Municipal Corporation of the State of Florida, whose mailing address is 123 Northwest Highway 19, Crystal River, Florida 34429, hereinafter referred to as "City" and **CITRUS COUNTY**, Florida, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is engaged in the business of garbage collection within its incorporated limits and through use of its own trucks, forces or alternatively contracts for the collection of solid waste generated within the City and

WHEREAS, City desires to utilize said Landfill and establish a per ton rate with the County for the use of said Landfill, and

WHEREAS, County has no objection to allowing City to utilize the Landfill at the covered secured load, per ton rate of \$33.23, roll-off container covered secured load, per ton rate of \$33.23 and an uncovered or uncontained waste surcharge rate of \$10.00 per ton, provided City brings all municipal solid waste to the landfill that it collects or contracts to have collected within the boundaries of the City of Crystal River.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

1. The above presented "Whereas" clauses are true, correct and are incorporated herein by reference.
2. The term "solid waste" as used in this Agreement shall be the same as said term is defined in Chapter 82, Citrus County Code.
3. County does hereby allow all solid waste generated within the City to be disposed of at the Citrus County Class I Sanitary Landfill Facility at the above described rates; said weight to be measured at the County's scales located at the Landfill facility. The tipping fees charged to the City shall be paid to County on a monthly basis and shall become due and payable on the 21st day of each month following the month of service.

City of Crystal River –Interlocal Agreement – 2 of 3

4. The term of this Agreement shall be from October 1, 2018 until September 30, 2019. The Agreement may be renewed for subsequent one-year period by mutual written consent of the parties. Any such renewal must be completed at least thirty (30) days prior to contract or renewal expiration.
5. This agreement shall also allow the residents of the City to dispose of Household Hazardous Waste at the same fee schedule provided to County residents.
6. In the event of breach of this Agreement by either party, both parties hereto shall be entitled to all remedies available to it at law or in equity including the right of specific performance of this Agreement. Any litigation with respect to this Agreement shall be filed in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.
7. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if any to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; extraordinary breakdown of or damage to County's facilities or their equipment; court injunction or order; federal and/or state law or regulations; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delays given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.
8. This agreement shall be binding upon the successors, assigns and legal representatives of the respective parties by transfer or merger.
9. This Agreement includes the entire understanding of the parties and may only be modified by written amendment executed by both parties hereto.

(Signatures continue on next page)

City of Crystal River -Interlocal Agreement – 3 of 3

IN WITNESS HEREOF, the parties hereto have executed this Interlocal Agreement on this _____ day of _____ 2018.

City of Crystal River, a municipal corporation
of the State of Florida

ATTEST:

BY: _____

Name: Jim Farley

Title: Mayor

Name: Mia Fink

Title: Clerk

ATTEST:

Citrus County, Florida, a political subdivision of
the State of Florida

BY: _____

Ronald E Kitchen Jr., Chairman
Board of County Commissioners
of Citrus County, Florida

Angela Vick, Clerk

Approved as to form for the
reliance of Citrus County only

Approved as to form for the
reliance of City of Crystal River only

By: _____

Denise A. Dymond Lyn
County Attorney

By: _____

Name: _____
City Attorney

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 5D

Requested Motion: None- Update regarding status of M.O.U. for Debris Removal and Monitoring Services

Summary:

The City and Citrus County have a Memorandum of Understanding (MOU) for debris removal and monitoring services in the event of a major or catastrophic storm. This MOU was signed in August 2012 and will automatically renew each year unless one of the parties cancels the MOU. Staff confirmed the status of the MOU on July 12, 2018 via the Citrus County Public Works Department.

Staff Recommendation: Information only.

Funding Information:

Project Cost: N/A

Funding Source:

Amount Available: _____

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

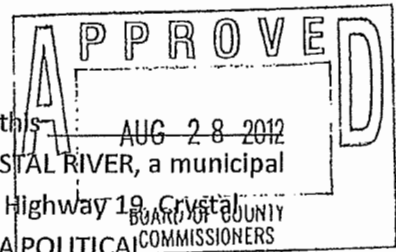
City Attorney (if applicable)

Attachments: MOU

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

**Memorandum of Understanding
Storm Debris Management Services**



THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2012 by and between the CITY OF CRYSTAL RIVER, a municipal corporation of the State of Florida, whose mailing address is 123 N. W. Highway 19, Crystal River, FL 34428, hereinafter referred to as "City" and CITRUS COUNTY, A SUBDIVISION OF THE State of Florida, whose mailing address is 110 North Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, ~~The City of Crystal River and Citrus County have historically and traditionally worked~~ together for the common good, AND

WHEREAS, The parties seek to continue to work together to improve the delivery of services for all residents, AND

WHEREAS, The parties share common responsibilities in the management of storm debris following storm events such as tropical storms, hurricanes, tornados and other localized disaster events,

NOW THEREFORE, In consideration of mutual covenants herein contained City and County agree as follows:

1. County agrees to extend to the City all sub-contractor services and costs associated with County RFP024-12. These services include but are not limited to:
 - a. Emergency road clearing;
 - b. Managing the Storage/Reduction Site;
 - c. Hauling Debris;
 - d. Submittal Documentation for FEMA reimbursement

2. City agrees to abide by the conditions of RFP024-12 in the preparation for the delivery of sub-contractor services. These activities include but are not limited to
 - a. "First Push" or Initial Clearing of the impacted streets for contractor access;
 - b. Consolidation of smaller debris piles to facilitate removal

3. County agrees to extend an option to the City in any contracts that may be entered into for the "monitoring activities" associated with major or catastrophic storm debris management.

**Memorandum of Understanding
Storm Debris Management Services**

- 4. Each agency will be responsible for any sub-contractor costs incurred prior to FEMA reimbursement.

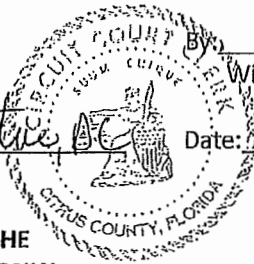
- 5. The Agreement is for the sole benefit for the parties hereto and shall not be construed to grant or give any right or impose any obligation to any third person with respect to the provisions contained herein,

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS Agreement on the day and year noted above and each party warrants that all necessary governmental actions to bind the parties to the terms of this Agreement have taken place.

CITRUS COUNTY, a political subdivision of the State of Florida:

ATTEST:

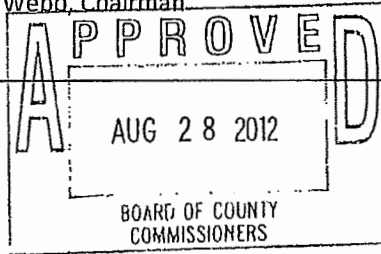
for Sheila E. Johnson
Betty Striffler, Clerk



Date:

Winn Webb

Winn Webb, Chairman



APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY:

Richard Wm. Wesch
Richard Wm. Wesch
County Attorney

CITY OF CRYSTAL RIVER, a municipal Corporation of the State of Florida:

ATTEST:

Carol Harrington
Carol Harrington, City Clerk



By:

Paula Wheeler
Paula Wheeler, Vice Mayor

Date:

8/27/12

APPROVED AS TO FORM FOR THE RELIANCE OF THE CITY OF CRYSTAL RIVER ONLY:

George Angelidis
George Angelidis, City Attorney

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 5E

Requested Motion: Motion to approve the special events permit and road closure request submitted by Jordan Kimball for the Manatee 5K Fun Run.

Summary: Jordan Kimball, a local resident who has recently found fame on TV, submitted a special event application for a new event, the Manatee 5K Fun Run to be held on Saturday, August 25, 2018 from 9:00am-1:00pm to raise awareness of and benefit Anna's Foundation. The event will take place and begin from the vacant property next to Margarita Breeze and will include: a Fun Run, food truck, vendors, and meet and greets with Jordan. The run will begin at Margarita Breeze and head East on Paradise Point Road, turn North on Three Sisters Springs Trail, turn West on Kings Bay Drive and loop back to Margarita Breeze. The road closure request is for all of these roads long enough for the runners to get through. CCSO will assist in the road closures.

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 Event Permit and Road Closure Request

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

APPLICANT INFORMATION	
ORGANIZATION NAME	Manatee 5K Fun Run
CONTACT PERSON #1	Jordan Kimball
TITLE	Host
ADDRESS	1031 N Bent Oak Terr. Crystal River, FL 34428
PHONE NUMBERS	(352) 364 2875 c
E-MAIL ADDRESS	jordan_kimball1992@yahoo.com
CONTACT PERSON #2	John Kimball
TITLE	Event manager
ADDRESS	
PHONE NUMBER	(352) 364-2173
E-MAIL ADDRESS	
ORGANIZATION WEBSITE	Using chronicle site.
IS ORG 501-C	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, must provide documentation
GROUP LIABILITY INS.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO In the works
INSURED COMPANY	
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	Manatee 5K Fun Run
TYPE OF EVENT	Athletic / Fun Run / Charity
EVENT DATE(S)	August 25 th
EVENT TIMES	9 a.m. 1 p.m.
EVENT DATE(S)	
EVENT TIMES	
EVENT LOCATION	Swimming With Manatees @ paradise
ADDRESS	point in Kings Bay
DESCRIPTION OF EVENT	To raise awareness and funds for still born children. Meet & greet with Jordan Kimball and bring the community together for a great cause.

# OF PEOPLE EXPECTED	2000			
FEES INVOLVED <i>vendors will be pay before event Jimmy Feed truck will Wilson @ citrus</i>	ENTRANCE	\$ 25 <i>Per Registry</i>	DONATION	\$ 12.50 <i>80%</i>
	VENDOR	\$ 4 <i>per meal</i>	BOOTH	\$ _____
	OTHERS	\$ 6 <i>per shirt</i>		
PROCEEDS BENEFIT	Anna's Foundation			
OPEN TO THE PUBLIC	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<i>they can register @ 8 a.m the day of the event</i>	
FOOD SALES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
ALCOHOL SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
REQUESTING OPEN CONTAINER WAIVER	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MERCHANDISE VENDORS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>strictly promotional or raffle</i>	
MUSICIANS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>radio station</i>	

EVENT SERVICES			
REQUESTING CITY PROPERTY FOR EVENT	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	If yes, list property name and address below
	PROPERTY ADDRESS		
REQUESTING ELECTRIC FROM CITY SITES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
LOCATION(S)			
WASTE PLAN	<i>Restrooms at Margarita Breeze and</i>		
WASTE HAULER	<i>Swimming with manholes are available</i>		
RESTROOM FACILITIES	<input checked="" type="checkbox"/> ON PROPERTY	<input type="checkbox"/> PORTABLE FACILITIES	
	If portable, Company name		
# OF RESTROOMS	<i>3-4</i>	# OF HANDICAPPED	<i>2</i>
SECURITY	<input type="checkbox"/> YES	<input type="checkbox"/> NO	If alcohol is served, CCSO must be hired
SECURITY COMPANY	<i>Hiring 5 off duty Police</i>		
# OF PERSONS			
PARKING LOCATION(S)	<i>1. Parking at business / lot is big</i>		
	<i>2.</i>		
	<i>3. Arrangin for some a lot parking</i>		
TOTAL SPACES	<i>lot as well</i>		
HANDICAPPED SPACES			
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 hook ups
	Support vehicle locations and number of vehicles
	Signage
	Parade routes
	Certificate of liability insurance, as stated above. <i>coming</i>
	501 (c) 3 Determination letter- <i>if applicable Anna's Foundation coming</i>
✗	Liquor license
	Signed documentation of contact with businesses and/or residents directly impacted by event. Private property letter of consent
✓	Road closure request form
✓	Signage request (outside of code ordinance)
✓	Meeting with City staff if required
	Additional parking location letter(s)
✗	Tent permit, if applicable
	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
<p><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></p>			

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

The City of Crystal River issues a Special Event Permit to

Jordan Kimball

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

Manatee SK Fun Run

to be held on the 25th day of August, 20 18 until the

X day of X, 20 X, during the hours of
X

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.

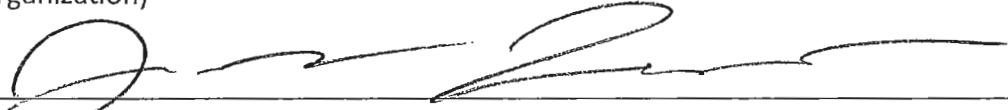
If litigation is necessary to enforce this agreement or to collect money due according to the terms of this agreement, The City of Crystal River shall be entitled to an award of all costs incurred incident to such litigation, including reasonable attorney's fees, both in trail and on appeal.

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: 7.12.18


Permittee: Manatee SK Fun Run
(Name of Organization)

Signed By: 
(Contact person)

Print Name: Jordan Kimball

Print Title: Host

City of Crystal River

Signed By: 
(City Designee)

Print Name: Leslie Bollin

Print Title: Special Events Coordinator

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:

Office Use Only

Date Received: 7.12.18 By: [Signature]

Via: E-mail Fax In Person Mail

Office Use Only

City Staff Approval

[Signature] 7/14/18
Sherriff's Department Date

[Signature] 7/13/18
Fire Department Date

Approved via email 7.12.18
Community Planning Date

[Signature] 8-2-18
Code Enforcement Date

[Signature] 8/7/18
Public Works Date

[Signature] 7.12.18
Special Events Date

City Manager/City Clerk Date

Council Date: August 13, 2018

Approved _____ Denied _____



CITY OF CRYSTAL RIVER

Special Event Permit

Road Closure &
Signage Request Form

ROAD CLOSURE INFORMATION

EVENT NAME						
DATES OF CLOSURES						
	From		From		From	
TIMES OF CLOSURES						
<i>Include set up and breakdown in dates and times</i>						
REQUESTED ROAD #1	Paradise Pt. Rd. (1 lane)					
START	9:30					
END	10:00am					
REQUESTED ROAD #2	SE Kings Bay Dr. (1 lane)					
START	9:30					
END	10:30					
REQUESTED ROAD #3						
START						
END						
REQUESTED ROAD #4						
START						
END						
REQUESTED ROAD #5						
START						
END						

Water Barricades

Any events with road closures require the use of water barricades for public safety. The organization planning the event is responsible for rental, placement, filling and emptying of barricades and clearing them from the roadway after the event. Each event will be evaluated by CCSO and The City of Crystal River to determine proper placement of the barricades. City of Crystal River Fire Department can be hired to fill barricades at the following cost:

\$125 for Fire Truck
\$4.76/1000 gallons of water

BARRICADE COMPANY	
DELIVERY DATE	
DELIVERY LOCATION	
FINAL ROAD CLOSURE TIME	X

Road Closure map required with this permit

Road closure requests must be submitted with special events permits and are approved when special event permits are approved by The City of Crystal River Council.

OUTSIDE CODE ORDINANCE SIGNAGE REQUESTS

Sign #1	N/A
# Requested	
Location(s)	
Size	
Sign #2	
# Requested	Yard signs day of event
Location(s)	
Size	
Sign #3	
# Requested	
Location(s)	
Size	
Sign #4	
# Requested	
Location(s)	
Size	

Signage requests must be submitted with special events permits and applies to signs your event is requesting to use from the City of Crystal River. This application is not for use of personal event signs that you are wanting to use for your event.

Untitled Map

Write a description for your map.

Legend



Legend

Untitled Map

Write a description for your map.



1000 ft



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Resources & Risk Management 20 W. Norvell Bryant Hwy. Hernando, FL 34442	CONTACT NAME: Dene Moyher PHONE (A/C, No, Ext): 352-527-1488 E-MAIL ADDRESS: dene@insurecitrus.com	FAX (A/C, No): 352-503-0650
	INSURER(S) AFFORDING COVERAGE	
INSURED Kimball, Jordan 1031 W Bent Oak Terr Crystal River, FL 34429	INSURER A: Fireman's Fund Insurance Company	NAIC # 21873
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		XXC80506761 NAEP082834	8/25/2018	08/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ (1) 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: The Port Hotel and Marina

CERTIFICATE HOLDER The Port Hotel and Marina 1610 Southeast Paradise Circle Crystal River, FL 34429	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert V. Nuccio
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Resources & Risk Management 20 W. Norvell Bryant Hwy. Hernando, FL 34442	CONTACT NAME: Dene Moyher PHONE (A/C No. Ext): 352-527-1488 E-MAIL ADDRESS: dene@insurecitrus.com	FAX (A/C No.): 352-503-0650
	INSURER(S) AFFORDING COVERAGE	
INSURED Kimball, Jordan 1031 W Bent Oak Terr Crystal River, FL 34429	INSURER A: Fireman's Fund Insurance Company NAIC # 21873	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		XXC80506761 NAEP082834	8/25/2018	08/26/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured: The City of Crystal River

CERTIFICATE HOLDER The City of Crystal River 123 NW US Hwy 19 Crystal River, FL 34428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert V. Nuccio <i>Robert V. Nuccio</i>
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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 02 2017**

ANNAS FOUNDATION INC
420 ELMINGTON AVE APT 1124
NASHVILLE, TN 37205

Employer Identification Number:
81-5024498
DIN:
17053044335037
Contact Person:
SHEILA M ROBINSON ID# 31220
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 11, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 5F

Requested Motion: Motion to approve the road closure request and waiver of open container for the 2018 Scarecrow Festival.

Summary: The Special Events Department is requesting a road closure and waiver of open container for the 31st annual Scarecrow Festival to be held on Saturday, October 13, 2018 from 10:00am-7:00pm. The festival will take place on North Citrus Avenue and on the grounds of Heritage Village. The road closure request is for North Citrus Avenue from Crystal Street to Highway 19 and NW 7th Avenue from NW 1st Avenue to North Citrus Avenue. The events department is partnering with Heritage Village to expand this event to include beer and wine, live entertainment, and an expansion of vendors.

Staff Recommendation:
Staff recommends approval

Funding Information:

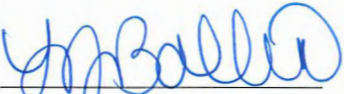
Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Road Closure Request

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



CITY OF CRYSTAL RIVER

Special Event Permit

Road Closure &
Signage Request Form

ROAD CLOSURE INFORMATION			
EVENT NAME	2018 Scarecrow Festival		
DATES OF CLOSURES	October 13, 2018		
	From	From	From
TIMES OF CLOSURES	6:00am	10:00pm	
<i>Include set up and breakdown in dates and times</i>			
REQUESTED ROAD #1	Citrus Avenue		
START	Crystal Street		
END	Highway 19		
REQUESTED ROAD #2			
START			
END			
REQUESTED ROAD #3			
START			
END			
REQUESTED ROAD #4			
START			
END			
REQUESTED ROAD #5			
START			
END			

Water Barricades	
<p>Any events with road closures require the use of water barricades for public safety. The organization planning the event is responsible for rental, placement, filling and emptying of barricades and clearing them from the roadway after the event. Each event will be evaluated by CCSO and The City of Crystal River to determine proper placement of the barricades. City of Crystal River Fire Department can be hired to fill barricades at the following cost:</p> <p style="text-align: center;">\$125 for Fire Truck \$4.76/1000 gallons of water</p>	
BARRICADE COMPANY	
DELIVERY DATE	
DELIVERY LOCATION	
FINAL ROAD CLOSURE TIME	

Road Closure map required with this permit

Road closure requests must be submitted with special events permits and are approved when special event permits are approved by The City of Crystal River Council.

OUTSIDE CODE ORDINANCE SIGNAGE REQUESTS

Sign #1	Banner
# Requested	2
Location(s)	City Hall & Highway 19/Citrus Avenue
Size	6ft. x 2ft.
Sign #2	
# Requested	
Location(s)	
Size	
Sign #3	
# Requested	
Location(s)	
Size	
Sign #4	
# Requested	
Location(s)	
Size	

Signage requests must be submitted with special events permits and applies to signs your event is requesting to use from the City of Crystal River. This application is not for use of personal event signs that you are wanting to use for your event.

2018 Scarecrow Festival
Road Closure



CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 5G

Requested Motion: Motion to approve the special events permit and road closure request submitted by Bayfront Health Seven Rivers and Citrus Road Runners, Inc. for the Bayfront Health Seven Rivers Kings Bay 5K race.

Summary: Citrus Road Runners and Bayfront Health Seven Rivers have submitted a special event application to hold their annual 5k and 1 mile walk on Saturday, October 20, 2018 from 6:00am-10:00am. They will begin set up at 5:30am at Hunter Springs Park. They are requesting several road closures including: NE 1st Ave., NE 2nd St. (East of NE 1st Ave.) and NE 2nd Court (from NE 3rd Street to Kings Bay Drive) from 6:30am-8:30am. CCSO will assist with the road closures. This is an annual event that typically occurs the same day as the Stone Crab Jam but they have changed the date this year.

Staff Recommendation: Staff recommends approval.

Funding Information:

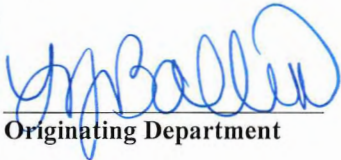
Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:


Originating Department


City Manager

City Attorney (if applicable)

Attachments: Special Event Permit and Road Closure Request

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

APPLICANT INFORMATION	
ORGANIZATION NAME	Citrus Road Runners
CONTACT PERSON #1	Christopher Moling
TITLE	President
ADDRESS	PO Box 94, Inverness, FL 34451
PHONE NUMBERS	352-637-2475 Office 352-212-2034 Cell
E-MAIL ADDRESS	chris@drcsports.com cc: stef@drcsports.com
CONTACT PERSON #2	Alexandria Hampton
TITLE	Public Relations Coordinator at Seven Rivers Regional Medical Center
ADDRESS	6201 N Suncoast Blvd, Crystal River, FL 34428
PHONE NUMBER	352-795-8344
E-MAIL ADDRESS	alexandria.hampton@sevenriversregional.com
ORGANIZATION WEBSITE	www.drcsports.com
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	Star Insurance Co
POLICY NUMBER	KRO-0000004913200
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.	

PLEASE NOTE DATE CHANGE FROM YEARS PAST

EVENT INFORMATION	
NAME OF EVENT	Bayfront Health Seven Rivers Kings Bay 5K
TYPE OF EVENT	Fundraising 5K Running Race and 1 Mile Walk
EVENT DATE(S)	Saturday, October 20, 2018
EVENT TIMES	6:00 a.m. 10:00 a.m.
EVENT DATE(S)	
EVENT TIMES	
EVENT LOCATION	Hunter Springs Park
ADDRESS	104 NE 1st Avenue, Crystal River, FL
DESCRIPTION OF EVENT	5K running race and 1 mile walk fundraising event with 2018 proceeds going to the Citrus County Education Foundation

# OF PEOPLE EXPECTED	300			
FEES INVOLVED	ENTRANCE	\$ 25	DONATION	\$ 0
	VENDOR	\$ 0	BOOTH	\$ 0
	OTHERS	\$ 0		
PROCEEDS BENEFIT	Citrus County Education Foundation			
OPEN TO THE PUBLIC	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
FOOD SALES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Kona Ice Cones	
ALCOHOL SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
REQUESTING OPEN CONTAINER WAIVER	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MERCHANDISE VENDORS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Sponsor tables	
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 104 NE 1st Street, Crystal River, FL
REQUESTING ELECTRIC FROM CITY SITES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
LOCATION(S)	Hunter Springs Park Pavilions
WASTE PLAN	All trash will be collected by Citrus Road Runners Volutneers and put in dumpsters
WASTE HAULER	
RESTROOM FACILITIES	<input checked="" type="checkbox"/> ON PROPERTY Open at 6 a.m. <input type="checkbox"/> PORTABLE FACILITIES
	If portable, Company name
# OF RESTROOMS	# OF HANDICAPPED
SECURITY	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If alcohol is served, CCSO must be hired
SECURITY COMPANY	CCSO has been requested and will be used for traffic control
# OF PERSONS	
PARKING LOCATION(S)	1. See attached parking map
	2.
	3.
TOTAL SPACES	
HANDICAPPED SPACES	
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	We will utilize pavilion for registration and awards and we will use the parking lot for cars. Please have gates opened at 5:30 and bathrooms open at 6:00 a.m.

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 hook ups
	Support vehicle locations and number of vehicles
	Signage
	Parade routes
Certificate of liability insurance, as stated above. Requested and will be sent directly to Leslie Bollin.	
501 (c) 3 Determination letter- <i>if applicable</i>	
Liquor license	
Signed documentation of contact with businesses and/or residents directly impacted by event. Private property letter of consent	
Road closure request form	
Signage request (outside of code ordinance)	
Meeting with City staff if required	
Additional parking location letter(s)	
Tent permit, if applicable	
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
<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

Citrus Road Runners and the Bayfront Health Seven Rivers

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

Bayfront Health Seven Rivers Kings Bay 5K & 1M Run

to be held on the 20th day of October, 2018 until the

20th day of October, 2018, during the hours of

6:00 a.m. - 10:00 a.m.

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 trail 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: July 31, 2018

Permittee: Citrus Road Runners
(Name of Organization)

Signed By: Christopher Moling
(Contact person)

Print Name: Christopher Moling

Print Title: President

City of Crystal River

Signed By: Leslie Bollin
(City Designee)

Print Name: Leslie 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
MAY 02 2018

Office Use Only

Date Received: _____ By: YJB

Via: E-mail Fax In Person Mail

Office Use Only

City Staff Approval

[Signature]

Sherriff's Deptatment

08/07/18
Date

[Signature]

Fire Department

Date

via email

Community Planning

Date

via email

Code Enforcement

8.2.18

Date

[Signature]
Public Works

8/7/18
Date

[Signature]

Special Events

8.2.18

Date

City Manager/City Clerk

Date

Council Date: August 27, 2018

Approved _____ Denied _____

CONTACT INFORMATION		
EVENT NAME	Bayfront Health Seven Rivers Kings Bay 5K & 1M Run	
EVENT DATE	Saturday, October 20, 2018	
EVENT TIMES	6:00 a.m. - 10:00 a.m.	
ORGANIZATION NAME	Citrus Road Runners & Bayfront Health Seven Rivers	
CONTACT PERSON	Christopher Moling	
TITLE	President	
ADDRESS	PO Box 94, Inverness, FL 34451	
PHONE NUMBER(S)	352-637-2475 Office	352-212-2034 Cell
E-MAIL ADDRESS(ES)	chris@drcsports.com	

ROAD CLOSURE INFORMATION			
DATES OF CLOSURES	Saturday, October 20, 2018		
	From	From	From
TIMES OF CLOSURES	6:30 am	8:30 am	
<i>Include set up and breakdown in dates and times</i>			
REQUESTED ROAD #1	NE 1st Street		
START	7:15 am		
END	7:45 am		
REQUESTED ROAD #2	NE 2nd Street (East of NE 1st Avenue)		
START	6:30 am		
END	8:30 am		
REQUESTED ROAD #3	NE 2nd Court (From NE 3rd Street to Kings Bay Drive)		
START	7:30 am		
END	8:30 am		
REQUESTED ROAD #4			
START			
END			
REQUESTED ROAD #5			
START			
END			

Road closure requests must be submitted with special events permit and are approved when special event permit is approved by The City of Crystal River Council.

OUTSIDE CODE ORDINANCE SIGNAGE REQUESTS

Sign #1	
# Requested	N/A
Location(s)	
Size	
Sign #2	
# Requested	
Location(s)	
Size	
Sign #3	
# Requested	
Location(s)	
Size	
Sign #4	
# Requested	
Location(s)	
Size	

Signage requests must be submitted with special events permits and applies to signs your event is requesting to use from the City of Crystal River. This application is not for use of personal event signs that you are wanting to use for your event.



Consumer's Certificate of Exemption

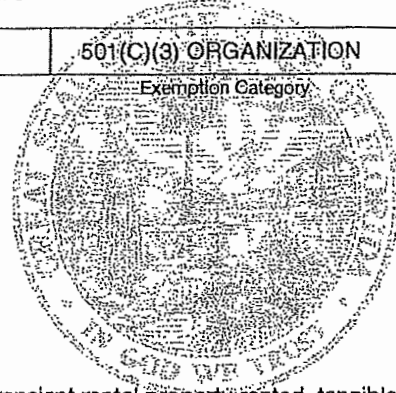
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012540429C-2	09/12/2013	09/30/2018	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITRUS ROAD RUNNERS INC
5121 E TANGELO LN
INVERNESS FL 34453-4485



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.

Kings Bay

5K

Course

*Utilizing the
3 Sisters
Springs Trail*

8:00am

**Crystal River
Florida**

**Start/Finish
at Hunter
Springs Park**

-  Water Station
-  Deputy
-  Volunteer
-  1M Turnaround
-  5K Turnaround





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825	CONTACT NAME: Margaret Mayers
	PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com
INSURED Road Runners Club of America/2018 and Its Member Clubs, 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company NAIC # 11991 INSURER B: Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2018 \$1M A.I. REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			KRO0000007170900	12/31/2017 12:01 AM	12/31/2018 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000 Abuse & Molestation Aggregate \$5,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			KRO0000007170900	12/31/2017 12:01 AM	12/31/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			SPX0000028554500	12/31/2017 12:01 AM	12/31/2018 12:01 AM	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 10/20/18 Bayfront Health Seven Rivers Kings Bay 5K & 1M Run
 INSURED RRCA CLUB/EVENT MEMBER: Citrus Road Runners, Attn: Stefanie Gardina, PO Box 94, Inverness, FL 34451

CERTIFICATE HOLDER 10/20/18 City of Crystal River 123 NW Highway 19 Crystal River, FL 34428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Terry Diller/LKR <i>Terry R. Diller, epcu</i>
--	--

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CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 5H

Requested Motion: Motion to approve a purchase from Barney's Pumps in the amount of \$10,520.00 for two (2) replacement sewage pumps for Lift Station #W-21

Summary: Lift Station #W-21 is a master lift station serving a significant portion of Woodland Estates. One of the two pumps recently failed due to age and the station is down to one pump. Since the pumps are over 35 years old, Staff recommends replacing both pumps at this time.

Staff requests the approval of a tax-exempt purchase from Barney's Pumps in the amount of \$10,520.00 for direct replacement Hydromatic pumps.

Barney's is the sole-source distributor to the City for Hydromatic Pumps.

Staff Recommendation: Approve the requested motion.

Funding Information:

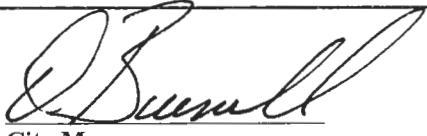
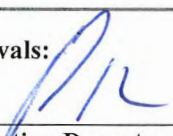
Project Cost: \$ 10,520.00

Funding Source: 403-43642-63000-17-18 (W&S CIP -Leak Detection & Repair)

Amount Available: \$ 83,735.71

Finance Department Approval: Michelle H. Russell

Approvals:



City Attorney (if applicable)

Originating Department

City Manager

Attachment: Barney's Pumps Quote No. SQ0101616-1

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

Bill to:
 City of Crystal River
 123 N.W. Highway 19
 Crystal River, FL 34428-3999



BARNEY'S PUMPS INC.
 2965 Barney's Pumps Place
 Lakeland, FL 33812

Ship to:
 City of Crystal River
 123 N.W. Highway 19
 Crystal River, FL 34428-3999

Telephone (863) 665-8500
 Fax (863) 666-3858

Quotation

Attn:
 Phone:
 Fax:
 E-mail:

Page 1 of 3
 Number SQ010616-2
 Date 8/3/2018
 Customer number 0000832
 Customer P.O. US Water
 Destination country
 Our ref. 000168
 Quotation deadline 9/2/2018
 Payment Net 30 days

Item number	Description	Ship date	Quantity	Unit	Sales price	Amount
Pump	Hydromatic S4N750M3-4 non- clog pump 7.5HP, 230V/3Ø, 1750rpm, 7.5" imp, 50' power cord, SS lift bail, with discharge flange	8/4/2018	2.00	EA	5,260.00	10,520.00

Thank you for the opportunity to earn your business.
 Lead times and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale.
 Charges below include freight and any other miscellaneous charges.
 All shipments are F.O.B. Origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER:		Sales subtotal amount	10,520.00
		Charges	0.00
		Net amount	0.00
		Sales tax	0.00
		Total	10,520.00 USD

PRINT NAME	SIGNATURE	DATE
Quoted by:	Carla B Codd	
E-mail:	coddc@barneypumps.com	

Bill to:
City of Crystal River
123 N.W. Highway 19
Crystal River, FL 34428-3999



BARNEY'S PUMPS INC.
2965 Barney's Pumps Place
Lakeland, FL 33812

Ship to:
City of Crystal River
123 N.W. Highway 19
Crystal River, FL 34428-3999

Attn:
Phone:
Fax:
E-mail:

Telephone (863) 665-8500
Fax (863) 666-3858

Quotation

Page 2 of 3
Number SQ010616-2
Date 8/3/2018
Customer number 0000832
Customer P.O. US Water
Destination country
Our ref. 000168
Quotation deadline 9/2/2018
Payment Net 30 days

Barney's Pumps Terms of Sale & Warranty

1. Pricing is based upon these and our manufacturer's standard terms and conditions of sale. Copies of manufacturer's documents are available for review. No other terms or conditions of sale apply unless accepted in writing by the Barney's Pumps Credit Manager or an officer of the company. Quoted prices do not include any taxes and are valid for THIRTY (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps reserves the right to modify pricing.
 2. Standard payment terms are net 30 days from invoice date. For contractor sales: Minimum 90% net 30 days – Balance of retainage due at start-up OR eighty (80) days from invoice date, whichever occurs first.
 3. We reserve the right to charge one and one-half percent (1-1/2%) of the past due balance per month. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law.
 4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part.
 5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials/goods you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing.
 6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for damage or shortage must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days.
 7. Materials/goods may not be returned without our consent and will be subject to a restocking charge plus any freight costs involved.
 8. LIMITED WARRANTY: Materials/goods manufactured by others are warranted only under the conditions and to the extent that they are warranted by the manufacturer(s) of said materials/goods, whose warranties will be furnished and assigned to Purchaser on request. We will not be liable for any breach of such warranty and Barney's Pumps does not provide any express or implied warranty concerning such materials/goods.
- With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls® electrical control panels, we warrant said materials/goods only to the original purchaser and only against defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or

Bill to:
City of Crystal River
123 N.W. Highway 19
Crystal River, FL 34428-3999



BARNEY'S PUMPS INC.
2965 Barney's Pumps Place
Lakeland, FL 33812

Ship to:
City of Crystal River
123 N.W. Highway 19
Crystal River, FL 34428-3999

Attn:
Phone:
Fax:
E-mail:

Telephone (863) 665-8500
Fax (863) 666-3858

Quotation

Page 3 of 3
Number SQ010616-2
Date 8/3/2018
Customer number 0000832
Customer P.O. US Water
Destination country
Our ref. 000168
Quotation deadline 9/2/2018
Payment Net 30 days

eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. Parts of products, or accessories, manufactured by others are warranted only to the extent of the original manufacturer's express warranty, if any. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The original purchaser shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any.

EXCLUSION OF ALL OTHER WARRANTIES: THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR MATERIALS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS.

For those items partially or totally manufactured by others and incorporated into our system(s) for resale, we pass along their warranty in total, but do not offer additional warranties, nor certify that they meet the intent of any request. Other than the above express warranty, Barney's Pumps makes no other warranties or representations whatsoever. In order for our said warranty to be enforceable, we must first be given a written notice and a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. Warranty is determined solely by the manufacturer of the materials/goods.

9. Service, Repair and Maintenance Work: From time to time, Barney's Pumps may perform service, repair and maintenance work for the customer on materials/goods purchased by the customer and/or provide training to the customers concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days.

10. In no event will we be liable for consequential damages, incidental damages, special damages, indirect damages, loss of use, loss of performance, loss of operations, loss of profit, or any other damages with respect to any materials/goods supplied by us, whether solely manufactured by us or others. Barney's Pumps and the original purchaser agree that the sole and exclusive remedy against Barney's Pumps regarding goods and materials manufactured by Barney's Pumps shall be for the repair or replacement of defective parts as provided above.

Indemnification and/or Hold Harmless is not accepted by Barney's Pumps. This in no way diminishes the rights of either party. It is simply our corporate policy to rely on our extensive warranty outlined above.

*Maximum Impervious

Proposed: 65%
Required: 65% Waterfront

It is important to understand that during this phase of the PUD we are requesting zoning approval. Extensive review of the site plan will take place during each phase; this includes addressing issues raised by regulatory agencies and including their comments, if any, in the Development Agreement.

We will have a representative from the Developer attending the meeting along with Kimley Horn who has been retained by the City to assist with this review.

Staff Recommendation: Approval

Funding Information:

Project Cost:
Funding Source:
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Ordinance No. 18-O-07 w/Master Plan
PROCESS for PUD approval
Kimley-Horn Staff Report dated 8-13-18

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-07

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING THE ZONING ON PROPERTIES OWNED BY KINGWOOD CRYSTAL RIVER RESORT CORPORATION, 400 CURIE DRIVE, ALPHARETTA GA 30005 (61.63 ACRES MOL), PARCELS 17E18S33 41300, 17E18S33 42000 0060, AND A PORTION OF 17E18S33 14000 0050 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER FROM MEDIUM DENSITY RESIDENTIAL (R-2) AND HIGH INTENSITY COMMERCIAL (CH) TO PLANNED UNIT DEVELOPMENT (PUD) AS DESCRIBED IN SECTION 3; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed rezoning was advertised as required by the Florida Statutes, the City of Crystal River Land Development Code, and notice posted on the affected property; and

WHEREAS, the City of Crystal River Planning Commission held a public hearing on May 3, 2018 to consider a request that the zoning classification be changed on a parcel of land identified as parcels 17E18S33 41300, 17E18S33 42000 0060, and a portion of 17E18S33 14000 0050 in the Official Records of the Citrus County Property Appraiser, Crystal River, Florida, as described in *Exhibit A* attached hereto and in Section 3; and

WHEREAS, the City of Crystal River Planning Commission voted unanimously to recommend to the City Council that the request to amend the official zoning map from Medium Density Residential (R-2) and High Intensity Commercial (CH) to a Planned Unit Development (PUD) (as shown in *Exhibit B*) be approved; and

WHEREAS, the City Council of the City of Crystal River, Florida, after publication of a notice of its consideration of this ordinance, held two readings of this ordinance and public hearings as required by law; and

WHEREAS, the City Council of the City of Crystal River, Florida, has determined that the requested change of zoning is consistent with the City of Crystal River Comprehensive Plan and Future Land Use Map, and

WHEREAS, the City Council of the City of Crystal River, Florida has further determined that approval of the requested zoning change is in the best interests of the health, safety and welfare of the citizens of Crystal River, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to amend the official zoning map of the City of Crystal River, Florida, for the parcel of land identified as parcels 17E18S33 41300, 17E18S33 42000 0060, and a portion of 17E18S33 14000 0050 (also identified in *Exhibit A*) in the Official Records of the Citrus County Property Appraiser from Medium Density Residential (R-2) and High Intensity Commercial (CH) to Planned Unit Development (PUD) (See Attached *Exhibit B*) 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 Code of Ordinances 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.

SECTION 3. ZONING MAP AMENDMENT

The official zoning map of the City of Crystal River, is hereby amended to change the zoning designation from Medium Density Residential (R-2) and High Intensity Commercial (CH) to Planned Unit Development (PUD).

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River, Florida, Official Zoning Map. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City of Crystal River, Florida, is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Official Zoning Map in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

SECTION 5. PLANNED UNIT DEVELOPMENT AGREEMENT GENERAL PROVISIONS

- A. Development Concept. The project shall be developed as a Planned Unit Development substantially in accordance with this Ordinance. The project is a total of 61.63 acres and will consist of a 294-RV lots, a guard house and sales center, clubhouse and pool, a canoe house and storage, gazebos, tennis courts, volleyball courts, guard house, bath house, and laundry building.
- B. Planned Unit Development Plan. The project includes a PUD Master Plan pursuant to Land Development Code Section 10.01.03 prepared by JM Smith Engineering LLC and Greenman-Pedersen, Inc. (GPI) dated July 31, 2018 and is incorporated into this Ordinance as *Exhibit A* (Master Plan) attached.
- C. Planned Unit Development Conditions. The following conditions apply to the approval of this ordinance:
1. Detailed improvement plans will be submitted for each phase and subdivision plat prior to commencement of construction.
 2. Prior to approval of the first site plan, the following conditions must be complied with:
 - a. The Developer shall enter into a Developer's Agreement compliant with LDC Chapter 14 which identifies the responsibilities of the Developer for any development timing, infrastructure analysis, and maintenance and operation responsibilities.
 - b. The Developer shall retain the services of a registered professional engineer to analyze the City's offsite utility systems (potable water transmission and sanitary sewer collection) to determine if any offsite improvements are needed for the planned increase in utility demands. Should any offsite improvements to the transmission or collection systems be needed to directly serve this PUD, those improvements shall be the responsibility of the Developer. Should any offsite improvements to utility plant capacities be needed to directly serve this PUD, those improvements shall be the responsibility of the City. The Developer acknowledges that the fire-flow available for this project is limited to the flows and pressures currently available to the property.
 - c. The Developer shall retain the services of a registered professional engineer to analyze safety and operational capacities of the adjacent

State roadway (SR 44 also known as West Fort Island Trail) and intersection. The intersections and roadways to be analyzed shall be agreed upon by the Developer and City in writing prior to preparing the analysis. Should any offsite improvements be needed to directly serve this PUD, those improvements shall be the responsibility of the Developer.

- d. The Developer shall submit and process a lot combination with the City to combine the numerous existing parcels into a single parcel.

SECTION 6. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 7. SEVERABILITY.

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence or paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption by the Crystal River City Council.

This Ordinance was introduced and placed on first reading on the __ day of _____ 2018, and upon motion duly made and seconded was passed on first reading.

This Ordinance was introduced and placed on second reading on the _____ day of _____, 2018, and upon motion duly made and seconded was passed and adopted on second reading.

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: _____

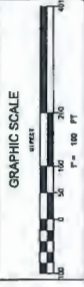
Farley _____

George G. Angeliadis, City Attorney

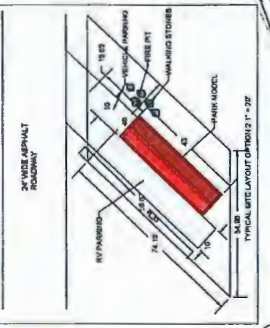
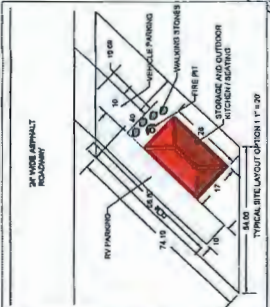
Fitzpatrick _____

EXHIBIT A

MASTER PLAN INCLUDING LEGAL DESCRIPTION



PRELIMINARY - NOT FOR CONSTRUCTION



Planned Unit Development (PUD) – Process

1. After the rezoning and approval of the Master Plan:

- Approval of Development Agreement (prior to development of 1st Phase) that includes

a. Timeline

DEVELOPMENT PHASING SCHEDULE (ESTIMATE)

PHASE 1 64 LOTS COMPLETED 2018

PHASE 2 78 LOTS COMPLETED 2021 (3 YEARS)

PHASE 3 51 LOTS COMPLETED 2023 (5 YEARS)

PHASE 4 51 LOTS COMPLETED 2025 (7 YEARS)

PHASE 5 50 LOTS COMPLETED 2027 (9 YEARS)

b. Listed deviations from LDC –

**Setbacks for each lot will deviate from the required setbacks –*

SETBACKS:

RV LOTS -

FRONT: 15 FT

BACK: 5 FT

SIDE: 5 FT

REAR: 5 FT

MINIMUM LOT SIZE: 2970 SF (0.07 ACRES)

COMMERCIAL TOWN CENTER (max building height 35 ft above floodplain elev) -

FRONT: 40 FT

BACK: 25 FT

SIDE: 15 FT

REAR: 25 FT Maximum Impervious – No changes (65%)

- c. Results of all capacity studies (traffic, utility & environment) that may result in off-site improvements.
 - d. HOA – PUD requires unified ownership and control.
 - e. Regulatory permits from FDEP, Citrus County (Access), SWFWMD & City prior to construction.
2. Preliminary Plat
 3. Site/Improvement plan & final plat for each phase.
 4. Final plat cannot be completed until all improvements (roadway, water & sewer connection & stormwater) have been constructed.



City of Crystal River

City Council – August 13, 2018

Parcel ID(s): 17E18S33 41300
17E18S33 42000 0060
17E18S33 14000 0050 (Portion)

Property Location: West of US 19, South of Fort Island Trail

Owner: Kingwood Crystal River Resort Corp.

Applicant: Kingwood Crystal River Resort Corp.

The applicant seeks approval from the City of Crystal River City Council for amending the official zoning map of the City of Crystal River, Florida changing the zoning on properties owned by Kingwood Crystal River Resort Corp. (61.63 Acres MOL), parcels 17E18S33 41300, 17E18S33 42000 0060, and a portion of 17E18S33 14000 0050 in the records of the Citrus County Property Appraiser from High Intensity Commercial (CH) and Medium Density Residential (R-2) to Planned Unit Development (PUD).

The project is a total of 61.63 acres and will consist of a 294-RV lots, a guard house and sales center, a clubhouse and pool, a canoe house and storage, gazebos, tennis courts, volleyball courts, guard house, bath house, and laundry building constructed in 5 phases.

The applicant has requested the change in zoning from CH and R-2 to PUD to allow for the following differences from the CH and R-2 zoning categories in the City of Crystal River, Florida Land Development Code (LDC):

1. RV Lot Setbacks - 15' front, 5' rear, 5' side.
2. RV Lot Dimensions - 2,970 s.f. minimum.
3. Maximum impervious - 65%

The applicant has responded to all staff comments issued by City of Crystal River and has requested the project be placed on the Planning Commission agenda for consideration. Staff recommends approval subject to the following conditions:

1. Prior to approval of the first improvement plan, the following conditions must be complied with:
 - a. The Developer shall enter into a Developer's Agreement compliant with LDC Chapter 14 which identifies the responsibilities of the Developer for any development timing, infrastructure analysis, and maintenance and operation responsibilities.
 - b. The Developer shall retain the services of a registered professional engineer to analyze the City's offsite utility systems (potable water transmission and sanitary sewer collection) to determine if any offsite improvements are needed for the planned increase in utility demands. Should any offsite improvements to the transmission or collection systems be needed to directly serve this PUD, those



improvements shall be the responsibility of the Developer. Should any offsite improvements to utility plant capacities be needed to directly serve this PUD, those improvements shall be the responsibility of the City. The Developer acknowledges that the fire-flow available for this project is limited to the flows and pressures currently available to the property.

- c. The Developer shall retain the services of a registered professional engineer to analyze safety and operational capacities of the adjacent roadways and intersections. The intersections and roadways to be analyzed shall be agreed upon by the Developer, City, and Citrus County in writing prior to preparing the analysis. Should any offsite improvements be needed to directly serve this PUD, those improvements shall be the responsibility of the Developer. Access locations on Citrus County roadways will need to be approved by Citrus County.
2. All habitable structures included with this development are required to comply with FEMA Base Flood Elevation requirements.
3. Access onto Plantation Lane will be a gated and for emergency use only.
4. A plat will be required for this development to allow for the division of lots.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 7B

Requested Motion: Motion to approve Ordinance No. 18-O-12 for a Small Scale Land Use Amendment for 1.49 Acres MOL of property owned by Centerstate Bank of Florida NA, located between NE 5th Street & NE 3rd Street and between NE 9th Avenue and NE 10th Avenue, Crystal River, FL on First Reading and setting a public hearing for August 29, 2018.

Summary: Attached you will find Ordinance #18-O-12 for a Small Scale Land Use Amendment concerning 1.49 acres MOL for property owned by Centerstate Bank of Florida NA.

The staff report (also attached) demonstrates the change from residential to commercial which is compatible with properties on the east and west side even though they currently have an incorrect land use and zoning classification for the existing use. The rear portion of the lot to the east is the back side of AutoZone and a portion of the property to the west is Chuck's Car Care.

Both properties will currently remain medium density residential which is acceptable as transitional zoning for properties abutting a commercial use. We will attempt to reach out to the owners of these properties and request that they submit a land use and zoning amendment.

Property owners within 300' have been notified and a Notice was published in the Chronicle. The Planning Commission recommended approval by a vote of 7 – 0 on August 2, 2018.

Staff Recommendation: Approval

Funding Information:

Project Cost:

Funding Source:

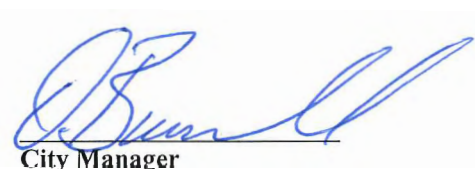
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Ordinance No. 18-O-12 & Staff Report

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-12

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 1.49 ACRES (MOL) OF PROPERTY OWNED BY CENTERSTATE BANK OF FLORIDA NA, LOCATED BETWEEN NE 5TH STREET AND NE 3RD STREET AND BETWEEN NE 9TH AVENUE AND NE 10TH AVENUE AS DESCRIBED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER (17E18S220020 3320) , 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.

WHEREAS, the City Council of the City of Crystal River, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS, a small-scale amendment may be adopted only under the conditions set forth in Chapter 163, Florida Statutes, and other provisions of State and local law; and

WHEREAS, the proposed small-scale amendment was advertised as required by the Florida Statutes, the Crystal River Land Development Code, and notice posted on the affected property; and

WHEREAS, Centerstate Bank of Florida NA, owner, are requesting an amendment to the Future Land Use Element of the City's Comprehensive Plan, changing 1.49 acres (MOL) from High Density Residential (HDR) Land Use To Highway Commercial (HC) (see attached Exhibit A); 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 *August 2, 2018*, and the Local Planning Agency has determined such application to be consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

WHEREAS, the City Council of the City of Crystal River, Florida has determined that amending the City's Future Land Use Map 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 COMPREHENSIVE PLAN IS AMENDED AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to allow a small scale amendment to the Comprehensive Plan of the City of Crystal River, Florida, for 1.49 acres (MOL) of property, owned by Centerstate Bank of Florida NA, from High Density Residential (HDR) Land Use To Highway Commercial (HC) land use 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 Comprehensive Plan 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 memorandum and application packet relating to the proposed amendments to the Future Land Use Map of the City of Crystal River, as if fully restated herein, in their entirety.

SECTION 3. FUTURE LAND USE MAP AMENDED.

The amendments to the Future Land Use Map of the Comprehensive Plan of the City of Crystal River (also shown on Exhibit "A") as set forth herein are hereby adopted:

LEGAL DESCRIPTION:

LOTS 332, 333, 334, 335, 336, 339, 340, 341 AND THE SOUTH 25' OF LOTS 337 AND 338 TOGETHER WITH THAT PORTION OF THE SOUTH ½ OF NE 4th STREET (PLATTED AS WALNUT STREET) LYING NORTH OF AND ADJACENT TO LOTS 339, 340, AND 341 IN KNIGHTS ADDITION TO CRYSTAL RIVER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

SECTION 4. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS.

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River Comprehensive Plan of the City of Crystal River, Florida. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Comprehensive Plan in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

SECTION 5. 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 thirty-one (31) days after adoption if no challenge is filed. If this Ordinance is challenged within thirty (30) days after adoption, small scale development amendments do not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance with the law.

No development orders, development permits, or land uses dependent on the Comprehensive Plan amendments set forth in this Ordinance may be issued or commence before it has become effective.

APPROVED on the first reading after due public notice and public hearing the ____ day of _____, 2018.

APPROVED on the second reading after due public notice and public hearing the ____ day of _____, 2018.

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: _____

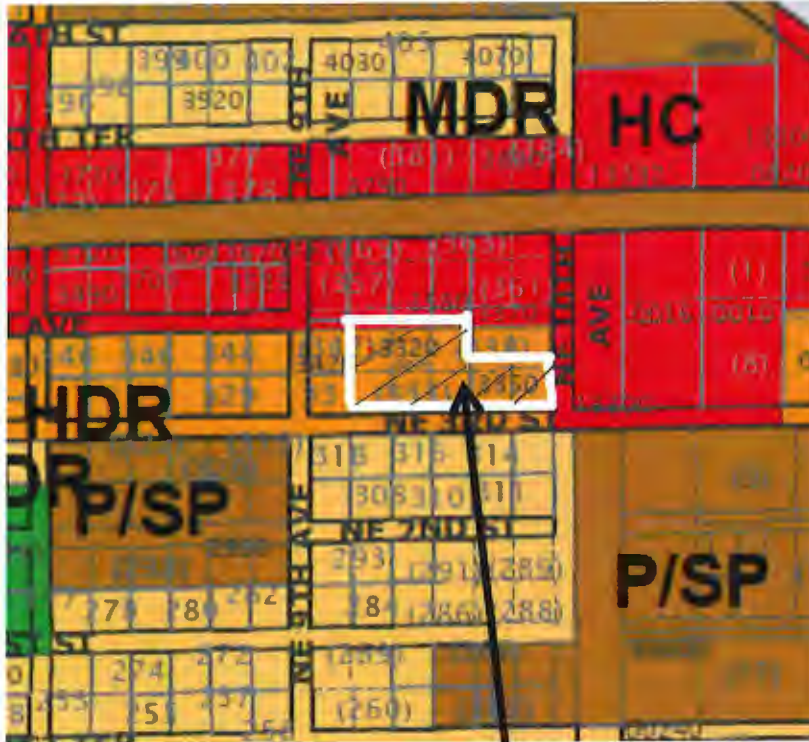
Farley _____

Fitzpatrick _____

George G. Angeliadis, City Attorney

EXHIBIT "A"

FROM HIGH DENSITY RESIDENTIAL (HDR) LAND USE TO HIGHWAY COMMERCIAL (HC) LAND USE



FROM HDR



TO HC





Centerstate Bank, Owner/Hicks, Agent
Proposed Land Use Change & Zoning Change
PZ18-0032 (Land Use)
PZ18-0026 (Zoning)
Staff Report and Recommendation
August 13, 2018



I. Project Description:

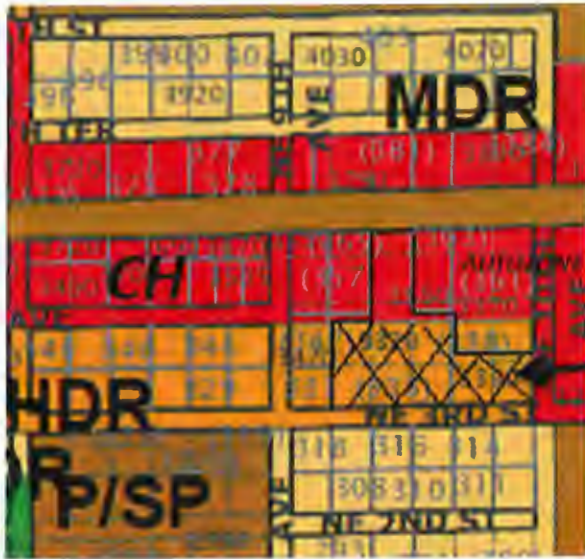
1.49 Acres (MOL)

Petitioner & Property Owner:

Ronald and/or Shelly Hicks (buyers) & Agent for
CenterState Bank, owner

Request:

Land Use: To amend the Future Land Use Map reclassifying 1.49 acres (MOL) from *High Density Residential* (HDR – 12 du/acre) to *Highway Commercial* (HC)



Zoning: To amend the Zoning Map for 1.49 acres (MOL) from *R-2* to *High Intensity Commercial (CH)*.



II. Site Data:

Existing Use:

Vacant

Proposed Use:

RV/Boat Storage

Parcel Alt Key: 1080347 & 2961333

Parcel Size - 1.49 acres (MOL)

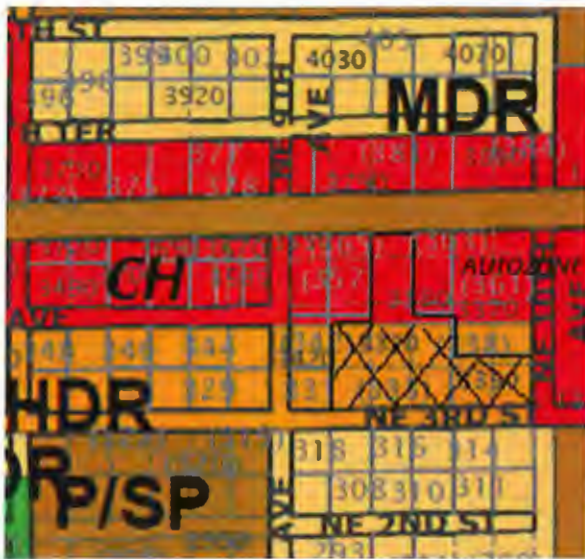
For Surrounding Land Uses

North – Existing Commercial

South – Residential

East – Commercial/Residential split zoning for AutoZone

West - High Density Residential with existing legal non-conforming commercial auto repair shop (Chuck’s Car Care).



Proposed Use: RV/Boat Mini-Storage

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 the property along SR 44 currently zoned Commercial and the back of the property is High Density Residential which is a transitional zone. Property to the south is residential. Although a road exists between the proposed commercial and the existing residential to the south, staff recommends buffering against the residential neighborhood with fencing and landscaping for noise. It is also recommended that traffic have ingress/egress off of SR 44 and NE 10th Avenue and no ingress/egress be allowed at NE 3rd Street.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 7C

Requested Motion: Motion to approve Ordinance No. 18-O-13 for an amendment to the City of Crystal River Zoning Map for 1.49 Acres MOL of property owned by Centerstate Bank of Florida NA, located between NE 5th Street & NE 3rd Street and between NE 9th Avenue and NE 10th Avenue, Crystal River, FL and setting a public hearing for August 29, 2018.

Summary: Attached you will find Ordinance #18-O-13 to amend the City's Zoning Map for 1.49 acres MOL of property owned by Centerstate Bank of Florida NA.

As previously explained during the land use amendment, the staff report (also attached) demonstrates the change from residential to commercial which is compatible with properties on the east and west side even though they currently have an incorrect land use and zoning classification for the existing use. The rear portion of the lot to the east is the back side of AutoZone and a portion of the property to the west is Chuck's Car Care.

Both properties will currently remain residential with the land use being acceptable as transitional zoning for properties abutting a commercial use. We will attempt to reach out to the owners of these properties and request that they submit a land use and zoning amendment.

Property owners within 300' have been notified and a Notice was published in the Chronicle. The Planning Commission recommended approval by a vote of 7 – 0 on August 2, 2018.

Staff Recommendation: Approval

Funding Information:

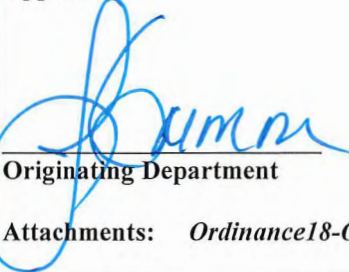
Project Cost:

Funding Source:

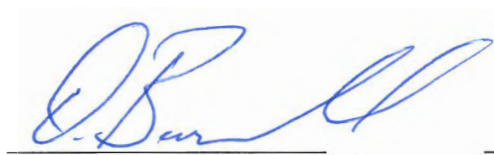
Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Ordinance 18-O-13 & Staff Report

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-13

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING THE ZONING ON 1.49 ACRES (MOL) ON PROPERTIES OWNED BY CENTERSTATE BANK OF FLORIDA NA, LOCATED BETWEEN NE 5TH STREET AND NE 3RD STREET AND BETWEEN NE 9TH AVENUE AND NE 10TH AVENUE AS DESCRIBED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER (17E18S220020 3320), FROM R-2 (RESIDENTIAL) TO HIGH INTENSITY COMMERCIAL (CH); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed rezoning was advertised as required by the Florida Statutes, the City of Crystal River Land Development Code, and notice posted on the affected property; and

WHEREAS, the City of Crystal River Planning Commission held a public hearing on *January 18, 2018* to consider a request that the zoning classification be changed on a parcel of land identified as Parcel ID 17E18S27 43420 in the Official Records of the Citrus County Property Appraiser, Crystal River, Florida, as described in Section 3; and

WHEREAS, the City of Crystal River Planning Commission voted unanimously to recommend to the City Council that the request to amend the official zoning map be approved; and

WHEREAS, the City Council of the City of Crystal River, Florida, after publication of a notice of its consideration of this ordinance, held two readings of this ordinance and public hearings as required by law; and

WHEREAS, the City Council of the City of Crystal River, Florida, has determined that the requested change of zoning is consistent with the City of Crystal River Comprehensive Plan and Future Land Use Map, and

WHEREAS, the City Council of the City of Crystal River, Florida has further determined that approval of the requested zoning change is in the best interests of the health, safety and welfare of the citizens of Crystal River, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to amend the official zoning map of the City of Crystal River, Florida, for the parcel of land identified as Parcel ID 17E18S27 43420 in the Official Records of the Citrus County Property Appraiser from High Density Residential (R-3) to High Intensity Commercial (CH) 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 Code of Ordinances 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.

SECTION 3. ZONING MAP AMENDMENT

The official zoning map of the City of Crystal River, is hereby amended to change the zoning designation on the following described properties from High Density Residential (R-3) to High Intensity Commercial (CH):

LEGAL DESCRIPTION:

LOTS 332, 333, 334, 335, 336, 339, 340, 341 AND THE SOUTH 25' OF LOTS 337 AND 338 TOGETHER WITH THAT PORTION OF THE SOUTH ½ OF NE 4th STREET (PLATTED AS WALNUT STREET) LYING NORTH OF AND ADJACENT TO LOTS 339, 340, AND 341 IN KNIGHTS ADDITION TO CRYSTAL RIVER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River, Florida, Official Zoning Map. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City of Crystal River, Florida, is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Official Zoning Map in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 6. SEVERABILITY.

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence or paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption by the Crystal River City Council.

This Ordinance was introduced and placed on first reading on the ____ day of _____ 2018, and upon motion duly made and seconded was passed on first reading.

This Ordinance was introduced and placed on second reading on the ____ day of _____, 2018, and upon motion duly made and seconded was passed and adopted on second reading.

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: _____

George G. Angeliadis, City Attorney

Holmes: _____

Farley _____

Fitzpatrick _____

EXHIBIT 'A'

Existing Zoning - R-2

Proposed - High Intensity Commercial (CH)







Centerstate Bank, Owner/Hicks, Agent
Proposed Land Use Change & Zoning Change
PZ18-0032 (Land Use)
PZ18-0026 (Zoning)
Staff Report and Recommendation
August 13, 2018



I. Project Description:

1.49 Acres (MOL)

Petitioner & Property Owner:
Ronald and/or Shelly Hicks (buyers) & Agent for
CenterState Bank, owner

Request:

Land Use: To amend the Future Land Use Map reclassifying 1.49 acres (MOL) from *High Density Residential* (HDR – 12 du/acre) to *Highway Commercial* (HC)



Zoning: To amend the Zoning Map for 1.49 acres (MOL) from R-2 to High Intensity Commercial (CH).



II. Site Data:

Existing Use:

Vacant

Proposed Use:

RV/Boat Storage

Parcel Alt Key: 1080347 & 2961333

Parcel Size - 1.49 acres (MOL)

For Surrounding Land Uses

North – Existing Commercial

South –Residential

East – Commercial/Residential split zoning for AutoZone

West - High Density Residential with existing legal non-conforming commercial auto repair shop (Chuck’s Car Care).



Proposed Use: RV/Boat Mini-Storage

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 the property along SR 44 currently zoned Commercial and the back of the property is High Density Residential which is a transitional zone. Property to the south is residential. Although a road exists between the proposed commercial and the existing residential to the south, staff recommends buffering against the residential neighborhood with fencing and landscaping for noise. It is also recommended that traffic have ingress/egress off of SR 44 and NE 10th Avenue and no ingress/egress be allowed at NE 3rd Street.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 7D

Requested Motion: Motion to Approve Ordinance 18-O-09 Amending the Code of Ordinances, City of Crystal River, Chapter 4, Article 1, by creating Section 4-16 allowing chickens on single family residential properties on First Reading and setting a public hearing for August 29, 2018.

Summary: Attached you will find proposed Ordinance 18-O-09 of the City's Code concerning Animals and Fowl. If you will recall, staff brought the proposed Ordinance to Council on June 11, 2018 and it was recommended that a more simplified Ordinance be taken back to the Planning Commission.

Attached you will find Ordinance 18-O-09 that has been revised to reflect the minimum requirements for having chickens as follows:

Section 4-16. -Keeping or Harboring of Chickens

The keeping or harboring of chickens on improved single family residential lots with a single family residential dwelling upon the lot; and expressly prohibits coops on commercial, multi-family units, apartments, condominiums or unimproved properties/vacant lots within the City of Crystal River is as follows:

- a) Residents shall be allowed to keep one (1) backyard hen (*Gallus domesticus*) per one-thousand six-hundred fifty square feet (1,650) total lot area on single family residential use lots not less than a minimum of 5,000 square feet and the total number of hens is not to exceed a total 6 at any residential property, if all other requirements in this section are met.
- b) Roosters (defined as a male chicken of any age and generally characterized by an ability to crow) and any other crowing chickens are prohibited in the city limits of the City of Crystal River and are subject to the nuisance provision set forth in Chapter 12, Article 1, Section 12-10(2) of the City Ordinance
- c) No backyard hens or male chickens shall be slaughtered on-site.
- d) The backyard coop must provide for no less than two (2) square feet per chicken.
- e) The backyard coop and chicken run area must be impermeable to rodents, snakes, wild birds and including dogs and bears and adequately contain the backyard hens.
- f) Chickens shall at all times be kept in the rear yard in either a fenced area or covered enclosure. Covered enclosures shall meet the setback requirements for an accessory structure.
- g) Backyard coops and covered enclosures may not be located in the front yard, or seen from the right-of-way.
- h) Backyard coops shall provide for protection from the elements such as shelter from rain or extreme hot/cold temperatures, provide for access to food and water and provide for the good health and prevent unnecessary or unjustified suffering.
- i) No backyard coop shall be built onto any fence.
- j) Odors from chickens, their manure, or any related substances shall not be detectable at the property boundaries.
- k) Backyard coops and enclosures shall be kept in a neat and sanitary condition including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing must be removed promptly.
- l) All feed or other items associated with the keeping of chickens shall be kept in secure containers or otherwise protected to prevent rodents, bears and other pests from gaining access.
- m) Code Enforcement staff shall be permitted the right of entry to the property to inspect the backyard coop or its conditions in the rear yard of a home.

Staff took the most relevant information from the former draft ordinance for your consideration. The Planning Commission met on August 2, 2018 and voted 4-3 recommending approval to the City Council.

Staff Recommendation: The Planning Board and staff have worked to make the revised ordinance for owning chickens as simple as possible while still containing reasonable requirements to prevent disruption to neighbors and protecting the chickens. Presently there are no controls on chickens in the current City Ordinances and with the growing desire for people to raise chickens this Ordinance Revision accomplishes these goals. Approval Requested.

Funding Information:

Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments: Ordinance No. 18-O-09

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-09

AN ORDINANCE THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA; AMENDING CHAPTER 4, ARTICLE I, BY CREATING SECTION 4-16 TO ALLOW CHICKENS ON DETACHED SINGLE-FAMILY RESIDENTIAL PROPERTIES WITHIN CERTAIN ZONING DISTRICTS AND CREATING TERMS AND CONDITIONS CONCERNNG THE KEEPING OF CHICKENS; PROVIDING FOR CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crystal River is a properly formed political subdivision of the State of Florida and has broad authority for the adoption of ordinances to provide for self-governance; and

WHEREAS, the City Council in order to allow and provide for the keeping of chickens in backyard coops by city residents so that we may engender a positive environment of learning for our children, and goals for self-sufficiency and sustainability for our residents;

WHEREAS, the City Council in order to allow and provide for the keeping of chickens in backyard coops by city residents without disruption to adjoining neighbors and the general public; and

WHEREAS, the City Council has concluded it is in the public interest to amend its ordinances to clarify and regulate the keeping or harboring of chickens and expressly exclude the keeping or harboring of swine, ducks, water fowl, geese, turkeys, guinea fowl, peafowl, or other non-grazing farm animals within the city limits (other livestock and grazing animals see Chapter 4, Article I, Section 4-1(a)).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF CRYSTAL RIVER, FLORIDA:

SECTION 1.

CITY OF CRYSTAL RIVER CODE OF ORDINANCES – CHAPTER 4 – ANIMALS AND FOWL

4-16. -Keeping or Harboring of Chickens

The keeping or harboring of chickens on improved single family residential lots with a single family residential dwelling upon the lot; and expressly prohibits coops on commercial, multi-family units, apartments, condominiums or unimproved properties/vacant lots within the City of Crystal River is as follows:

- a) Residents shall be allowed to keep one (1) backyard hen (*Gallus domesticus*) per one-thousand six-hundred fifty square feet (1,650) total lot area on single family residential use lots not less than a minimum of 5,000 square feet not to exceed a total 6 hens, only, if all other requirements in this section are met.
- b) Roosters (defined as a male chicken of any age and generally characterized by an ability to crow) and any other crowing chickens are prohibited in the city limits of the City of Crystal River and are

subject to the nuisance provision set forth in Chapter 12, Article 1, Section 12-10(2) of the City Ordinance.

- c) No backyard hens or male chickens shall be slaughtered on-site.
- d) The backyard coop must provide for no less than two (2) square feet per chicken.
- e) The backyard coop and chicken run area must be impermeable to rodents, snakes, wild birds and including dogs and bears and adequately contain the backyard hens.
- f) Chickens shall at all times be kept in the rear yard in either a fenced area or covered enclosure. Covered enclosures shall meet the setback requirements for an accessory structure.
- g) Backyard coops and covered enclosures may not be located in the front yard, or seen from the right-of-way.
- h) Backyard coops shall provide for protection from the elements such as shelter from rain or extreme hot/cold temperatures, provide for access to food and water and provide for the good health and prevent unnecessary or unjustified suffering.
- i) No backyard coop shall be built onto any fence.
- j) Odors from chickens, their manure, or any related substances shall not be detectable at the property boundaries.
- k) Backyard coops and enclosures shall be kept in a neat and sanitary condition including provision of clean, dry bedding materials and regular removal of waste materials. All manure not used for composting or fertilizing must be removed promptly.
- l) All feed or other items associated with the keeping of chickens shall be kept in secure containers or otherwise protected to prevent rodents, bears and other pests from gaining access.
- m) Code Enforcement staff shall be permitted the right of entry to the property to inspect the backyard coop or its conditions in the rear yard of a home.

SECTION 2. CONFLICTING ORDINANCES

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph section or clause is adjudged unconstitutional or invalid by any court of competent jurisdiction, the remainder of the ordinance shall not be affected thereby.

SECTION 4. INCLUSION IN THE CODE OF ORDINANCES

It is the intention of the City Council of Crystal River that the provisions of this Ordinance shall be codified and included in the Code of Ordinances, and any renumbering of the various sections are hereby authorized as necessary to achieve this directive.

SECTION 5. EFFECTIVE DATE

This ordinance shall become effective immediately upon adoption.

SO DONE THIS ____ *DAY OF* _____, ____.

By: _____

Jim Farley, Mayor

Attest:

Mia Fink, City Clerk

First reading:

Published:

Second reading:

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 7E

Requested Motion: Motion to approve Ordinance No. 18-O-01 amending the City of Crystal River Land Development Code, specifically, Chapter 5 Accessory Temporary and Special Use Situations, Section 5.01.02 Accessory Buildings and Structures in all Residential Districts and Section 5.01.11 Fences, Hedges and Walls allowing fences on vacant properties on First Reading and Setting a Public Hearing for August 29, 2018.

Summary: On March 1, 2018 the Planning Commission recommended approval of Ordinance 18-O-01 amending the City's Land Development Code to allow fences to be placed on the property with the condition that it be removed if the lot is sold.

This was the result of a request by Clark Stillwell who is representing a resident that received a Code violation for constructing a fence without a permit. In this case the owner had two (2) separate lots and did not want to combine these lots for the fence.

The proposed text would have protected 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.

As a result of the Council meeting dated March 12, 2018, staff was asked to revise the proposed Ordinance clarifying specifically what accessory structures would be prohibited on the adjacent lot. A Revised Ordinance was prepared reflecting these changes.

During the April 5, 2018 Planning Commission meeting staff was directed to revisit the Fence Ordinance and bring back a recommendation allowing fences on vacant properties that would be less difficult to manage than what was proposed by Mr. Stillwell and Council. The Planning Commission, after lengthy discussion, recommended approval during the August 2, 2018 meeting.

Attached please find Ordinance 18-O-01 that has been modified to allow fences on vacant properties as follows:

Purpose Statement:

The City of Crystal River and its residents take pride in the prestigious appearance presentation, and safety of our community. Vacant lots can create a safety hazard which can be mitigated through proper maintenance and the construction of a fence that will protect the property owner from unauthorized uses.

SECTION 5.01.11 – Fences, hedges and walls

I. No barbed wire or electric fences in any form shall be permitted in any Zoning District. However, a security fence in an Industrial Zoning District may use barbed wire, provided that the fence shall not exceed eight (8) feet in height and the barbed wire on top of the fence shall not exceed an additional (1) foot. A Commercial Zoning District may apply for the same type fencing with approval by the City Manager.

L. Classification of Fences on Vacant Properties (Properties within the CRA District must comply with Chapter 4 of the Land Development Code for appearance.)

A. On lots with a main structure that has a vacant adjacent lot under the same ownership, the fence must meet all applicable codes. No accessory structure other than a fence may be constructed on an adjacent vacant property. The maximum height in the front cannot exceed 4' from grade, must be a minimum of 50% transparent and the fence must be constructed along the entire vacant lot (all sides). Adjacent vacant lot must be maintained at all times.

B. Vacant lots (stand-alone): 4' maximum height measured from grade. Materials must meet fencing criteria for 50% transparency. No accessory structure or use other than a fence is allowed on stand-alone vacant properties. The property must be maintained at all times.

Staff recommends moving forward with these revisions which will provide a mechanism for our citizens to protect their properties from illegal uses by others (i.e. boat trailer parking, trespassing, etc.).

Staff Recommendation: Approval

Funding Information:


Project Cost:

Funding Source:


Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: *Ordinance 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 5.01.02 ACCESSORY BUILDINGS AND STRUCTURES IN ALL RESIDENTIAL DISTRICTS BY ADDING FOOTNOTE 2 EXCLUDING FENCES FROM THE LIST OF ACCESSORY STRUCTURES REQUIRING A MAIN STRUCTURE WITH CONDITIONS; AND SECTION 5.01.11 FENCES, HEDGES AND WALLS BY REMOVING 5.01.11(I) IN ITS ENTIRETY AND REPLACING THIS SECTION WITH LANGUAGE FOR INDUSTRIAL FENCING AND COMMERCIAL FENCING WITH PROPER APPROVAL; AND ADDING SECTION (L) LISTING CONDITIONS FOR ALLOWING A FENCE ON A VACANT PROPERTY(S); 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 May 3, 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 5.01.02 – Accessory Buildings and Structures in all Zoning Districts

Purpose: The City of Crystal River and its residents take pride in the prestigious appearance presentation, and safety of our community. Vacant lots can create a safety hazard which can be mitigated through proper maintenance and the construction of a fence that will protect the property owner from unauthorized uses.

A. There shall be a permitted principal structure in full compliance with all development standards and requirements of this LDC prior to issuance of a permit for an accessory structure². This provision shall not be construed to prohibit the establishment of an accessory structure simultaneously with the establishment of a permitted principal structure.

²Fences are excluded from the requirement of having a main structure provided standards listed in Section 5.01.11 are met.

SECTION 5.01.11 – Fences, hedges and walls.

I. No barbed wire or electric fences in any form shall be permitted in any Zoning District. However, a security fence in an Industrial Zoning District may use barbed wire, provided that the fence shall not exceed eight (8) feet in height and the barbed wire on top of the fence shall not exceed an additional (1) foot. A Commercial Zoning District may apply for the same type fencing with approval by the City Manager.

L. Classification of Fences on Vacant Properties (Properties within the CRA District must comply with Chapter 4 of the Land Development Code for appearance.)

A. On lots with a main structure that has a vacant adjacent lot under the same ownership, the fence must meet all applicable codes. No accessory structure other than a fence may be constructed on an adjacent vacant property. The maximum height in the front cannot exceed 4' from grade, must be a minimum of 50% transparent and the fence must be constructed along the entire vacant lot (all sides). Adjacent vacant lot must be maintained at all times.

B. Vacant lots (stand-alone): 4' maximum height measured from grade. Materials must meet fencing criteria for 50% transparency. No accessory structure or use other than a fence is allowed on stand-alone vacant properties. The property must be maintained at all times.

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: August 13, 2018

Agenda Item Number: 9A

Requested Motion: Motion to approve a piggyback contract off Pasco County with U.S. Water Services Corporation for the rehabilitation of Lift Station #11 in an amount not to exceed \$53,000.00 and approve a tax-exempt direct purchase for the pump and rail package from Barney's Pumps in the amount of \$12,000.00

Summary: The City does regular upgrades that are typically required for the operation of the City's lift stations. Lift Station #11 was constructed in 1967 and is the only wetwell/drywell type remaining of the Utility's 68 stations (all others are the wetwell/submersible pump type).

The design of this station is antiquated and has been phased out in recent decades. The design compromises safety as technicians are required to enter the confined space of the drywell each time service is required (whereas with stations using submersible pumps, the pumps can be pulled using a rail system and all the valves are conveniently located outside of the wetwell).

This important lift station is located behind the former Wally's gas station and handles approximately 15% of the City's total sewage flows. The station serves the majority of the downtown area including the middle school and Heritage Village area on the other side of US-19. The station requires extensive work due to age and deterioration and is currently operating on only one pump. During the recent rains, that pump ran 20 hours a day on average to keep up with the high flows. There is concurrence among staff to retrofit the entire lift station rather than repair which would only serve as a temporary solution. Staff considers this an emergency purchase for this critical lift station.

In lieu of a lengthy bidding process, Staff is proposing to piggyback off an existing contract to expedite the rehabilitation. In 2017, Pasco County solicited competitive-pricing bids for "As Needed Pump Stations Rehabilitation Program" services and awarded a continuing services contract to U.S. Water Services Corporation as the low bidder. U.S. Water has submitted a proposal based on the unit prices established in the Pasco Contract (see attached). Note that the amount includes an allowance of \$11,000 for unforeseen circumstances, asphalt restoration, and upgrade to a traffic-rated lid and hatch for the wetwell (which lies within the roadway),

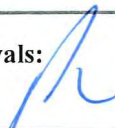
For the pump and rail package, a direct purchase from Barney's Pumps for Hydromatic Pumps in the amount of \$12,000.00 is proposed to save sales tax and contractor markup; Barney's is our area sole-source distributor for Hydromatic Pumps which are used in the majority of the City's lift stations.

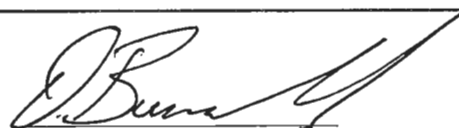
Staff Recommendation: This is a required replacement in order to manage continuous service of the lift station and for the protection of workers servicing this aging unit.

Funding Information:

Project Cost: \$ 65,000.00
Funding Source: 403-43642-63080 (W&S CIP Liftstation Rehab)
Amount Available: \$2,488,201.08

Finance Department Approval: Michelle Russell

Approvals: 
Originating Department


City Manager

City Attorney (if applicable)

Attachments: 1) U.S. Water Letter dated 19Jul2018 with cost spreadsheet attachment (*Note: The complete U.S. Water Continuing Services Contract with Pasco County is available upon request*)
2) Barney's Pumps Quote No. 0414R1-18

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



Water and Wastewater Utility Operations, Maintenance, Engineering, Management

July 19, 2018

Mr. Beau Keene, P.E.
City of Crystal River
123 US Highway 19
Crystal River, FL 34428

Mr. Keene:

U.S. Water Services Corporation is pleased to present the City of Crystal River with a proposal for the emergency rehabilitation of lift station number 11 located at NE 2nd Avenue and NE 5th Terrace. The pricing proposal is based on a piggy back from Bid Number IFB-JV-18-004 from Pasco County for "As Needed Pump Stations Rehabilitation Program".

Our price for the above work is attached for your review and consideration.

/s Chris Saliba

Chris Saliba
Utility Manager
U.S. Water Services Corporation

US WATER QUOTE

PCU EAM WO #

Pump Station # City of Crystal River LS #11 Rehab

PCU Contact:

US Water Contact: Professor Saliba

No.	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
1	Furnish and Install Discharge Piping				
1a	3" Schedule 40 316 Stainless Steel	40	LF	\$47.00	\$0.00
1b	4" Schedule 40 316 Stainless Steel		LF	\$110.00	\$4,400.00
1c	6" Schedule 40 316 Stainless Steel		LF	\$203.00	\$0.00
1d	8" Schedule 40 316 Stainless Steel		LF	\$265.00	\$0.00
3	Furnish and Install Myers Submersible Pumps Base Elbow Package and Guide Railing System				
3a	3"	0	EA	\$2,200.00	\$0.00
3b	4"		EA	\$5,000.00	\$0.00
3c	6"		EA	\$4,700.00	\$0.00
3d	8"		EA	\$6,000.00	\$0.00
3e	10"		EA	\$6,000.00	\$0.00
4	Furnish and Install Aboveground Duplex Manifold Assemblies				
4a	3"	1	EA	\$10,000.00	\$0.00
4b	4"		EA	\$19,000.00	\$19,000.00
4c	6"		EA	\$23,000.00	\$0.00
4d	8"		EA	\$30,000.00	\$0.00
8	Wet Well Concrete Work				
8a	Wet Well Fillet Concrete- 3500 psi (Minimum 2 yards)	3	CY	\$25.00	\$0.00
8b	Wet Well floor pour.		CY	\$40.00	\$120.00
9	Removal of Existing Coating and/or Liner		SF	\$6.00	\$0.00
10	Pump Station Abandonment and equipment removal				
10a	Pumps, Valves, Piping and Related Equipment Removal	1	EA	\$10,000.00	\$10,000.00
10b	Filling of Dry Well with #57 Stones	16	CY	\$25.00	\$400.00
10c	Discharge Piping Sealing	2	CY	\$25.00	\$50.00
11	Core Drilling				
11a	2" Diameter Hole	2	EA	\$50.00	\$0.00
11b	4" Diameter Hole		EA	\$100.00	\$200.00
11c	6" Diameter Hole		EA	\$150.00	\$0.00
11e	8" Diameter Hole		EA	\$150.00	\$0.00
11f	12" Diameter Hole		EA	\$150.00	\$0.00
12	By-Pass Pumping System -- Set up/Operation				
12a	4" Diameter -- Diesel- Sound Attenuated	0	WEEK	\$1,100.00	\$0.00
	Per Week Additional Day		DAY	\$100.00	\$0.00
12b	6" Diameter - Diesel- Sound Attenuated		WEEK	\$1,100.00	\$0.00
	Per Week Additional Day		DAY	\$100.00	\$0.00
13	Furnish and Install Steel Bollards- Concrete Filled				
13a	4" diameter	0	EA	\$125.00	\$0.00
13b	6" diameter		EA	\$150.00	\$0.00
14	Furnish and Install Wet-Well Pre-Cast Top Slab and Access Frame and Door				
	Frame Sizes:				
14a	Frame Opening 36" x 48" (Overall Size 42" x 54")	1	EA	1,515.00	\$1,515.00
14b	Frame Opening 42" x 42" (Overall Size 48" x 48")		EA	1,566.00	\$0.00
14c	Each Additional Square Feet of Frame Furnished & Installed		EA	10.00	\$0.00
	Slab Sizes:				
14d	a. 6' x 6'		EA	1,000.00	\$0.00

14e	b. 7' x 7'	2	EA	1,000.00	\$2,000.00
14f	c. 8' x 8'		EA	1,000.00	\$0.00
14g	d. 9' x 9'		EA	1,000.00	\$0.00
14h	e. 10' x 10'		EA	1,000.00	\$0.00
14i	f. Each Additional Square Feet of Cover furnished & installed		EA	\$143.00	\$0.00
15	Unspecified Work Labor -Hourly Rates				
15a	Supervisor		HR	\$75.00	\$0.00
15b	Skilled Labor		HR	\$60.00	\$0.00
16	Unspecified Materials	1	LS	\$4,306.54	\$4,306.54
17	Allowance for Additional Items	1	LS	\$11,000.00	\$11,000.00
18	Indemnification (As per Agreement)		LS	\$100.00	\$0.00
				TOTAL	\$52,991.54

EA= Each LF=Lineal Foot
 LS= Lump Sump VF= Vertical Footage
 CY= Cubic Yard HR= Hourly Rate

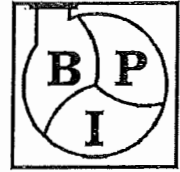
Unspecified Materials					
	4" Stainless steel 90 Degrees	2	EA	\$753.87	\$1,507.74
	4" 2 MJ Sleeves	2	EA	\$182.85	\$365.70
	4" Mega a Lug	8	EA	\$42.73	\$341.84
	4" Mj Ass. Kits	8	EA	\$15.36	\$122.88
	4" SS Ass. Kits	4	EA	\$27.20	\$108.80
	4" Mj 90 Degree	2	EA	\$197.94	\$395.88
	4" DIP	30	LF	\$48.79	\$1,463.70
					\$4,306.54

Allowance for Additional Items:

UPGRADE TO TRAFFIC-RATED HATCH FOR WETWELL	\$	1,500.00
UPGRADE TO TRAFFIC-RATED SLAB FOR THE WETWELL	\$	1,000.00
ASPHALT RESTORATION	\$	1,500.00
CONTINGENCY	\$	7,000.00
	\$	<u>11,000.00</u>
CITY DIRECT PURCHASE PUMP, BASE, AND RAIL PACKAGE	\$	12,000.00
TOTAL ESTIMATED REHAB COST:		\$64,991.54

QUOTATION NUMBER
0414R1-18

BARNEY'S PUMPS INC.



P.O. Box 3529 Lakeland, FL 33802-3529
2965 Barney's Pumps Place Lakeland, FL 33812
Phone (863) 665-8500
Fax (863) 666-3858

DATE: 28 July 2018

Page 1 of 1

TO: City of Crystal River

FOR SHIPMENT TO: LS #11
Crystal River, Florida

Delivery 2 Weeks Via Best Way From Lakeland F.O.B. Freight Allowed Terms Net 30 w/appr credit

QTY	DESCRIPTION	PRICE
2	COS: 280 GPM @ 30' TDH, 230 Volt, 3-Phase Power CORRECT MODEL Model S4N750M3-4 Hydromatic Pumps, 50' power cords, 7.5" impeller, 4" discharge, 5 hp, 1750 rpm, 230-volt, 3-phase motors	7.5 Total for pumps and rail system
1	Duplex Rail System including: (2) Base elbows, 4", BPIU-14 (2) Pump discharge flanges, BPIUG-24 (2) 316 Stainless steel guide rail brackets, BPIU-34 (2) 316 Stainless steel lifting chains, 1/4" x 15' (2) 316 Stainless steel lifting bails, A737 (1) 316 Stainless steel cable holder, A845 (4) 316 Stainless steel guide rails, 2" x 20'	\$12,000. tax
<p>LS #11 NO TAX OR DELIVERY DELIVER TO WWTP 302 NW 11th ST -Keene</p>		
<p>Note: Conditions of service not provided. Pump selection based on crossover of existing HOMA AM334/180/7.5</p> <p>Lead-time based on current inventories. This can change at time of order and extend lead-time to 6 weeks.</p>		
<p>Proposal includes (1) day start-up service. Does not include taxes, installation, piping, valves, anchor bolts, main disconnect switch, wetwell, valvebox, etc. <i>If shop drawings are required for approval, please request them from our office.</i></p>		

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. We appreciate the opportunity to serve you and trust that we are favored with your order. This quotation is subject to Barney's Pumps standard terms of sale and warranty.

BARNEY'S PUMPS INC.

Ryan Grymko
Authorized Signature



Barney's Pumps Terms of Sale & Warranty

1. Pricing is based upon these and our manufacturer's standard terms and conditions of sale. Copies of manufacturer's documents are available for review. No other terms or conditions of sale apply unless accepted in writing by the Barney's Pumps Credit Manager or an officer of the company. Quoted prices do not include any taxes and are valid for THIRTY (30) days from the date of Barney's Pumps' proposal unless otherwise noted on the proposal. If the proposal is not unconditionally accepted, in writing, within that timeframe, Barney's Pumps reserves the right to modify pricing.
2. Standard payment terms are net 30 days from invoice date. *For contractor sales: Minimum 90% net 30 days – Balance of retainage due at start-up OR eighty (80) days from invoice date, whichever occurs first.*
3. We reserve the right to charge one and one-half percent (1-1/2%) of the past due balance per month. If it becomes necessary for us to employ an attorney or to bring suit to recover any amount, the Purchaser agrees to pay all of our court costs, legal expenses, and reasonable attorney's fees in connection therewith. These remedies are not in lieu of any other remedies so provided by applicable law.
4. Shipping and shop drawing production schedules are estimates based on current market conditions; they are subject to revision. We will not be liable or responsible for any delays caused by late shipment to us, or by any other matters beyond our control (Force Majeure) either in whole or in part.
5. If requested, shop drawings will be provided for submittal, review and approval to ensure that you, our customer, can be sure that Barney's Pumps has the correct perception of what you require. Any order where shop drawings are provided is contingent upon the approval of those shop drawings that, when approved, shall become the only specifications for the materials/goods you wish to purchase. Barney's Pumps cannot and does not warrant, guarantee or represent that materials/goods are suitable for any particular purpose nor does Barney's Pumps warrant, guarantee or represent that the materials/goods will be or have been approved for use by any other party. The customer is not authorized to rely on any warranty or representation by Barney's Pumps not contained in this document or otherwise provided in writing.
6. Purchaser must inspect all materials/goods for damage or shortage at the time of delivery. Claims for damage or shortage must be given in writing at the time of delivery to the carrier, and we must be notified in writing of any such claim within five (5) days.
7. Materials/goods may not be returned without our consent and will be subject to a restocking charge plus any freight costs involved.
8. **LIMITED WARRANTY:** Materials/goods manufactured by others are warranted only under the conditions and to the extent that they are warranted by the manufacturer(s) of said materials/goods, whose warranties will be furnished and assigned to Purchaser on request. We will not be liable for any breach of such warranty and Barney's Pumps does not provide any express or implied warranty concerning such materials/goods.

With respect to materials/goods manufactured by Barney's Pumps, including Unitron Controls[®] electrical control panels, we warrant said materials/goods only to the original purchaser and only against defects in workmanship and material, subject to the limitations described below. The warranty period shall be the lesser of one year from startup or eighteen (18) months from date of shipment. It is the original purchaser's responsibility to ensure that the equipment is properly lubricated and that electrical components used in the control panels are free from rust and operate properly prior to start-up. This warranty does not apply to damage resulting from accident, alteration, misuse or abuse. Parts of products, or accessories, manufactured by others are warranted only to the extent of the original manufacturer's express warranty, if any. We warrant to the original purchaser that any part which proves to be defective in material or workmanship will be repaired or replaced at no charge with a new or remanufactured part, F.O.B. Lakeland, Florida. The original purchaser shall assume all responsibility and expense for removal, reinstallation, and freight to and from Lakeland, Florida. Any item designated as manufactured by others shall be covered only by the express warranty of the manufacturer thereof, if any.

EXCLUSION OF ALL OTHER WARRANTIES: THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED; ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR MATERIALS PRODUCED OR MANUFACTURED BY BARNEY'S PUMPS.

For those items partially or totally manufactured by others and incorporated into our system(s) for resale, we pass along their warranty in total, but do not offer additional warranties, nor certify that they meet the intent of any request.

Other than the above express warranty, Barney's Pumps makes no other warranties or representations whatsoever. In order for our said warranty to be enforceable, we must first be given a written notice and a reasonable opportunity to inspect the materials/goods alleged to be defective, as well as the installation and use thereof. Warranty is determined solely by the manufacturer of the materials/goods.

9. **Service, Repair and Maintenance Work:** From time to time, Barney's Pumps may perform service, repair and maintenance work for the customer on materials/goods purchased by the customer and/or provide training to the customers concerning said materials/goods. For all repair and maintenance work performed by Barney's Pumps at Barney's Pumps facility, Barney's Pumps warrants said repair and maintenance work against defects in material and workmanship only for the ninety (90) days from the completion of said repair and maintenance work. For service, repair and maintenance in the field and for training to customers, Barney's Pumps warrants only that said service, repair and maintenance and field training shall be free from defects in materials and workmanship for ninety (90) days.
10. In no event will we be liable for consequential damages, incidental damages, special damages, indirect damages, loss of use, loss of performance, loss of operations, loss of profit, or any other damages with respect to any materials/goods supplied by us, whether solely manufactured by us or others. Barney's Pumps and the original purchaser agree that the sole and exclusive remedy against Barney's Pumps regarding goods and materials manufactured by Barney's Pumps shall be for the repair or replacement of defective parts as provided above.
Indemnification and/or Hold Harmless is not accepted by Barney's Pumps. This in no way diminishes the rights of either party. It is simply our corporate policy to rely on our extensive warranty outlined above.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 9B

Requested Motion: Motion to award a contract to LRE Ground Services, Inc. in an amount not to exceed \$30,000.00 for soil stabilization using grout injection at Lift Station #1.

Summary: The soils in the area of Lift Station #1 are very loose and unstable. In 2011, the control panel rack started listing noticeably and the City hired StableSoils to inject polyurethane grout along the perimeter of the top concrete slab in an effort to densify the very weak soils. Although that effort may have improved the subsurface conditions to an extent, the slab continues to experience differential settlement and voids under the slab are readily visible along the north and east edges.

This lift station is one of the higher volume stations and the underground water flow around and under it is active, causing the material used to backfill the lift station originally to migrate away overtime causing this movement. This repair may not be a permanent solution and additional rehab may be required over time. The problem at this time does not warrant relocating and/or replacing the lift station because of the high cost to do so.

A geotechnical investigation was recently completed and the engineer's professional opinion is that the soils along the lift station need to be remediated with grout injection using a cement-based, low strength slurry grout. The engineer is calling for 65 grout injection points down to 25' and estimates 35 cubic yards of grout will be used.

Staff has solicited quotes from three separate contractors --- LRE Ground Services (\$28,450.00), RamJack (\$35,530.00), and Foundation Services (\$42,290.00). Staff recommends awarding to low-bidder LRE Ground Services.

Since the quantity of grout required is only an estimate, Staff is asking for an allowance of roughly \$1,500.00 for additional grout.

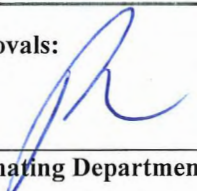
Staff Recommendation: Approve the requested motion.

Funding Information:


Project Cost:	\$ 30,000.00
Funding Source:	403-43642-63080 (W&S CIP Lift Station Rehab)
Amount Available:	\$2, 488,201.08

Finance Department Approval: Michelle H. Russell

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachment: LRE Ground Services, Inc. Proposal No. 18-0706-130A
Note: A complete copy of the Geotechnical Report is available from DPW upon request.

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



L.R.E. Ground Services, Inc.
 P.O. Box 10263
 Brooksville, Florida 34603
 Voice: (352) 796-0229 Toll Free: (800) 580-0229
 Fax: (352) 754-4558 Web: www.lregsi.com
 Florida License # CBC1256398

BID SUBMITTAL (REVISED)

Mr. Beau Keene, P.E., Public Works Director City of Crystal River, Department of Public Works	123 NW Hwy 19, Crystal River, FL 34428 (352) 341-1230 ©	PG
--	--	----

SUMMARY → **Project Name: Slurry Grout Injection - Lift Station**
Vicinity of Citrus Ave & 10th Street

Project Location: Crystal River, FL 34428

Proposal Number: 18-0706-130A
Bid Date: July 25th, 2018

BID AMOUNT
\$28,450.00

(Balance Due on Completion)

SCOPE →	Per general recommendations provided by Ramos Engineering & Associates (RE&A), LLC, a program of lower pressure/high slump slurry grouting is recommended to address the loose near surface soils and to a depth of 25' bls. A primary outer row of (37) grout injection points & a secondary inner row of (32) grout injection points, to be installed around the perimeter of the lift station, will be placed approximately 5 feet on center and as directed by Ramos Engineering & Associates (RE&A), LLC hereinafter referred to as the Engineer of Record (EOR).										
	As the slurry grouting operation proceeds, it is estimated that (35) cubic yards of a slurry-type grout will be required for this project. It is LRE's understanding that the engineering oversight of this installation will be made by RE&A. Final signed & sealed drawings for permitting, on-site monitoring & completion report will be included as part of this proposal.										
	Proposal is subject to review, revision & approval based on receipt of signed & sealed plans for this project.										
PRODUCTS →	<table> <tr> <td>\$ 1,500.00</td> <td>Mobilization & Demobilization of Crew & Equipment</td> </tr> <tr> <td>\$ 5,950.00</td> <td>Includes 35 CY of Slurry Grout @ 170/CY (Additional Material @ \$170/CY)</td> </tr> <tr> <td>\$ 17,750.00</td> <td>Includes 1,775 LF of Drilling @ \$10/LF (Additional Drilling @ \$10/LF)</td> </tr> <tr> <td>\$ 3,250.00</td> <td>Engineering Oversight (Signed & Sealed Drawings, Monitoring & Completion Report)</td> </tr> <tr> <td>\$ 28,450.00</td> <td>Total Estimated Cost</td> </tr> </table>	\$ 1,500.00	Mobilization & Demobilization of Crew & Equipment	\$ 5,950.00	Includes 35 CY of Slurry Grout @ 170/CY (Additional Material @ \$170/CY)	\$ 17,750.00	Includes 1,775 LF of Drilling @ \$10/LF (Additional Drilling @ \$10/LF)	\$ 3,250.00	Engineering Oversight (Signed & Sealed Drawings, Monitoring & Completion Report)	\$ 28,450.00	Total Estimated Cost
\$ 1,500.00	Mobilization & Demobilization of Crew & Equipment										
\$ 5,950.00	Includes 35 CY of Slurry Grout @ 170/CY (Additional Material @ \$170/CY)										
\$ 17,750.00	Includes 1,775 LF of Drilling @ \$10/LF (Additional Drilling @ \$10/LF)										
\$ 3,250.00	Engineering Oversight (Signed & Sealed Drawings, Monitoring & Completion Report)										
\$ 28,450.00	Total Estimated Cost										
TERMS & CONDITIONS →	This price assumes that we will be given access to perform the work during normal weekday business hours (8 am-5 pm). "As-built" and any other applicable drawings should be made available to contractor prior to the commencing testing/remediation. City of Crystal River to remove chain link fencing & de-energize power to lift station, as required, for safe installation of grouting pipe and for completion of grout injection process & to provide access to water source, as needed, for grouting operation.										
EXCLUSIONS →	<ul style="list-style-type: none"> Permit fees and cost of any additional engineering, if required Grout delivered, but not used, to be billed @ \$130/CY Any demolition or work other than above scope of work Location of any private utilities or services within the general area of where work is being performed Maintenance of Traffic (MOT), if required 										

All material is guaranteed to be as specified. All work to be completed according to the standard practices. Any alteration from above specifications will be executed only upon written orders, and may become an extra charge. Agreement is contingent upon accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance. Client assumes all responsibility for damages due to breakage of any hidden fuel lines, utility lines, irrigation lines and pool plumbing though we will do our best to avoid such damage.

X Initial ****THIS PROPOSAL IS GOOD FOR THIRTY (30) BUSINESS DAYS****

L.R.E. GROUND SERVICES, INC.	CUSTOMER SIGNATURE: _____
AUTHORIZED SIGNATURE: _____	CUSTOMER SIGNATURE: _____
DATE: _____	DATE: _____

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. **My signature indicates that I accept the terms of this Proposal. Minimum fee due prior to mobilization, remaining balance due 10 days after invoicing. Remaining balances after 10 days will be charged 1.5% Monthly Interest. This Contract is not considered to be finalized until countersigned by an authorized individual from L.R.E. Ground Services, Inc. L.R.E. Ground Services, Inc. reserves the right to cancel this contract at any time. The 1968 Truth in Lending Act and the 1969 Federal Reserve Board Regulation Z Rules under the Consumer Credit Protection Act gives property OWNERS a three day cancellation / rescission right. By signing and dating the contract below, you, the Homeowner(s), understand that you may cancel this transaction without any penalty or obligation, within three business days from the date signed below. Your written cancellation must be postmarked no later than midnight of the third business day after the contract date below. However, if this agreement should be breached after the allotted timeframe aforementioned, we, the Contractor, are entitled to recovering any and all applicable fees, (which include, but are not limited to, documenting fees, labor, travel, or equipment, to complete any portion of the contract), equaling the amount of \$250.00. Additionally, we, the Contractor, will not be held liable for any cost, expense or compromise incurred by any legal action associated with the breach of contract.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 9C

Requested Motion: Discussion regarding "Remembering Our Fallen" travelling photographic war monument.

Summary: Staff was contacted by Citrus County Veterans Services regarding a traveling monument that honors those who have died from wounds in a war zone since 9/11/2001. It includes both military and personal photos, and a Gold Star Mother travels with the monument and speaks. It is also the Citrus County Veterans Services theme for the year. To host the Memorial costs \$7,500.00; the area needed to display the memorial is the size of a basketball court or 230' to display the 31 towers that are 10' tall and 6' in circumference. There is a short amount of time to pay the hosting fee. The Citrus County Veterans Services has reached out to several agencies such as Crystal River, City of Inverness and the TDC to attempt to raise the funds and split the costs of hosting the travelling monument. The monument may be located at Liberty Park or Bicentennial on baseball field behind the Fallen Heroes Monument. The location of the monument placement during the time it is hosted will be determined by those who contribute to host fee. Veterans Services will facilitate marketing for the traveling monument. Currently, there is no other stop in Florida for the tour of this memorial. Veteran's Services hopes to have the travelling memorial here for the week of October 26th – October 31st.

Staff Recommendation: None.

Funding Information:

Project Cost: N/A


Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Attachments: Informational Documents.

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

Our Projects



REMEMBERING OUR FALLEN

Remembering Our Fallen is a traveling photographic war memorial that honors our country's military Fallen from The War on Terror. Because 9/11 was such a defining moment, this memorial includes our country's Fallen since that tragic day in our nation's history. There are *15 state-specific (indoor) memorials* and a *national memorial* (above photo).

(/veterans-flights)

Learn more about the Nebraska Female Veterans Flight here!

x

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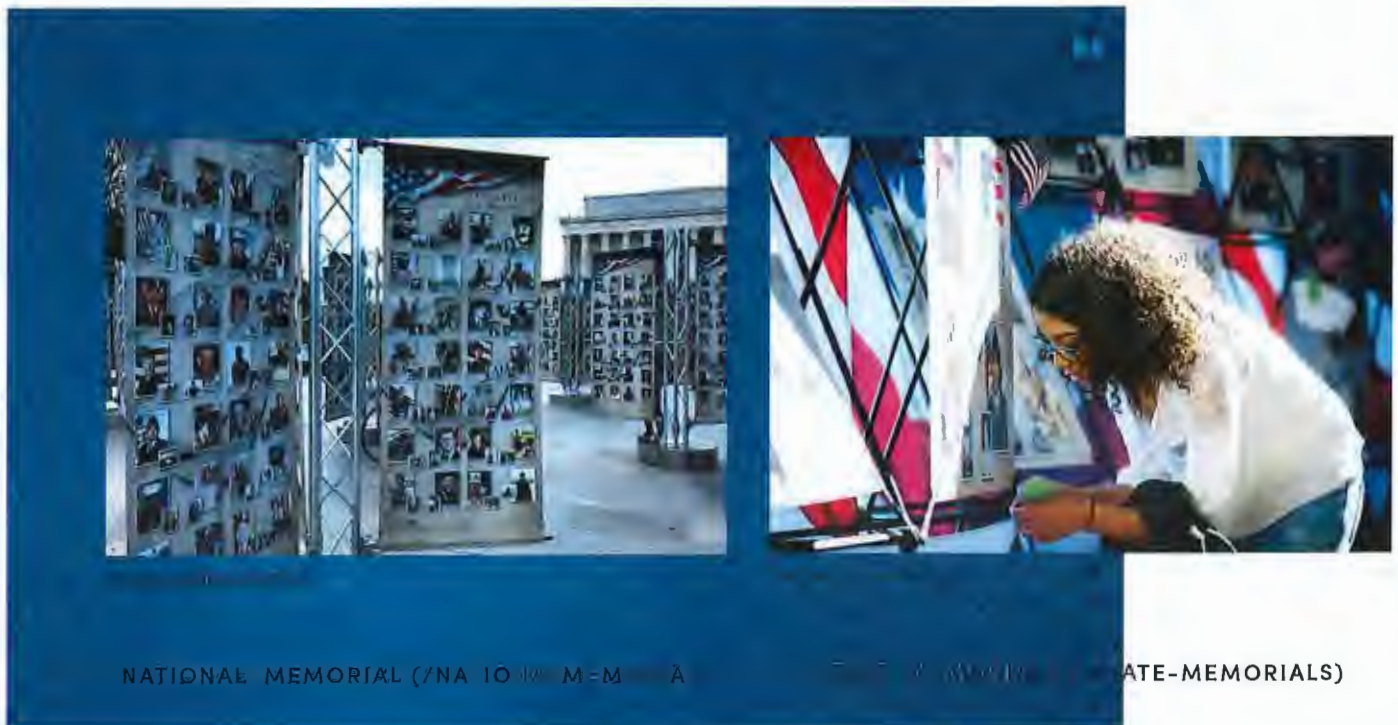
Remembering Our Fallen is a photographic war memorial that honors our country's military Fallen from The War on Terror (9/11/2001 - Present). Unlike brick and mortar memorials, *Remembering Our Fallen* is designed to travel and includes both military and personal photos. Its legacy will be that these men and women will be remembered and their names will be spoken, while helping to lessen the grief of their families.

A Gold Star family's greatest fear is that their Fallen will be forgotten...

[VIEW NATIONAL TOUR SCHEDULE \(/SCHEDULE\)](#)

[NATIONAL MEMORIAL DIRECTORY \(HTTP://FALLEN.DATAOMAHA.COM/\)](http://fallen.dataomaha.com/)

[ADD YOUR FALLEN TO THE MEMORIAL \(HTTPS://D/E/1FAIPQLSDAVINoDgCEKRGsUTHUOQFMVBL/VIEWFORM?C-0&W-](https://d/e/1faipqlsdaVINoDgCEKRGsUTHUOQFMVBL/VIEWFORM?C-0&W-)



[NATIONAL MEMORIAL \(/NATIONAL-MEMORIAL\)](#)

[HOW TO ADD YOUR FALLEN TO THE MEMORIAL \(/HOW-TO-ADD-MEMORIALS\)](#)



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info@RememberingOurFallen.org

(mailto:info@RememberingOurFallen.org)

(/rememberingourfallen)

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INFO@PATRIOTICPRODUCTIONS.ORG (MAILTO:INFO@PATRIOTICPRODUCTIONS.ORG)

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RESOLUTION NO. 18-R-24

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, AUTHORIZING THE TRANSFER OF FUNDS FROM GENERAL FUND CIP – SIDEWALK PROJECT FUNDING IN THE AMOUNT OF \$65,925.00 AND FROM GENERAL FUND CIP – SIDEWALK MAINTENANCE FUNDING IN THE AMOUNT OF \$9,575.00 TO PROVIDE FUNDING IN THE TOTAL AMOUNT OF \$75,500.00 TO APPROVE A “NOTICE TO PROCEED” TO SV-3 GENERAL CONTRACTOR, INC. UNDER A CONTINUING SERVICES CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK IN THE AMOUNT OF \$75,500.00 FOR SIDEWALK CONSTRUCTION ON THE NORTH SIDE OF NW 19TH STREET IN THE WOODLAND ESTATES AREA TO IMPROVE SAFETY OF PEOPLE ON THE SIDEWALK.

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

WHEREAS, The existing sidewalk on the south side of NW 19th St. leading into Woodland Estates has deteriorated and due to its proximity to the roadway, creates an unsafe condition and maintenance challenges. Staff is requesting authorization to construct a replacement sidewalk on the north side of NW 19th St. The proposed 5’ wide sidewalk will be placed near the northerly right-of-way (R/W) line to maximize the separation to the road for safety purposes. There are a couple of locations where the sidewalk will have to diverge from the R/W line to avoid existing obstacles (e.g. the Woodland Estates neighborhood sign) but in those areas, the sidewalk will be further from the edge-of-pavement than the existing sidewalk is. To ensure the sidewalk will not encroach onto private property, Staff proposes to have Coastal Engineering (who is under a continuing services contract) stake lath along the R/W line every 150’ or so to serve as a guide to the contractor during forming. This is the most cost effective way to handle the issues of the existing sidewalk. This proposal improves safety of people on the sidewalk but in several areas it does move closer to the road for brief periods; 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 13th day of August, 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:

Jennifer C. Rey, City Attorney

VOTE OF COUNCIL:

Farley _____
Brown _____
Holmes _____
Fitzpatrick _____
Gudis _____

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 10738

Entered By: MRUSSELL

Journal: BA

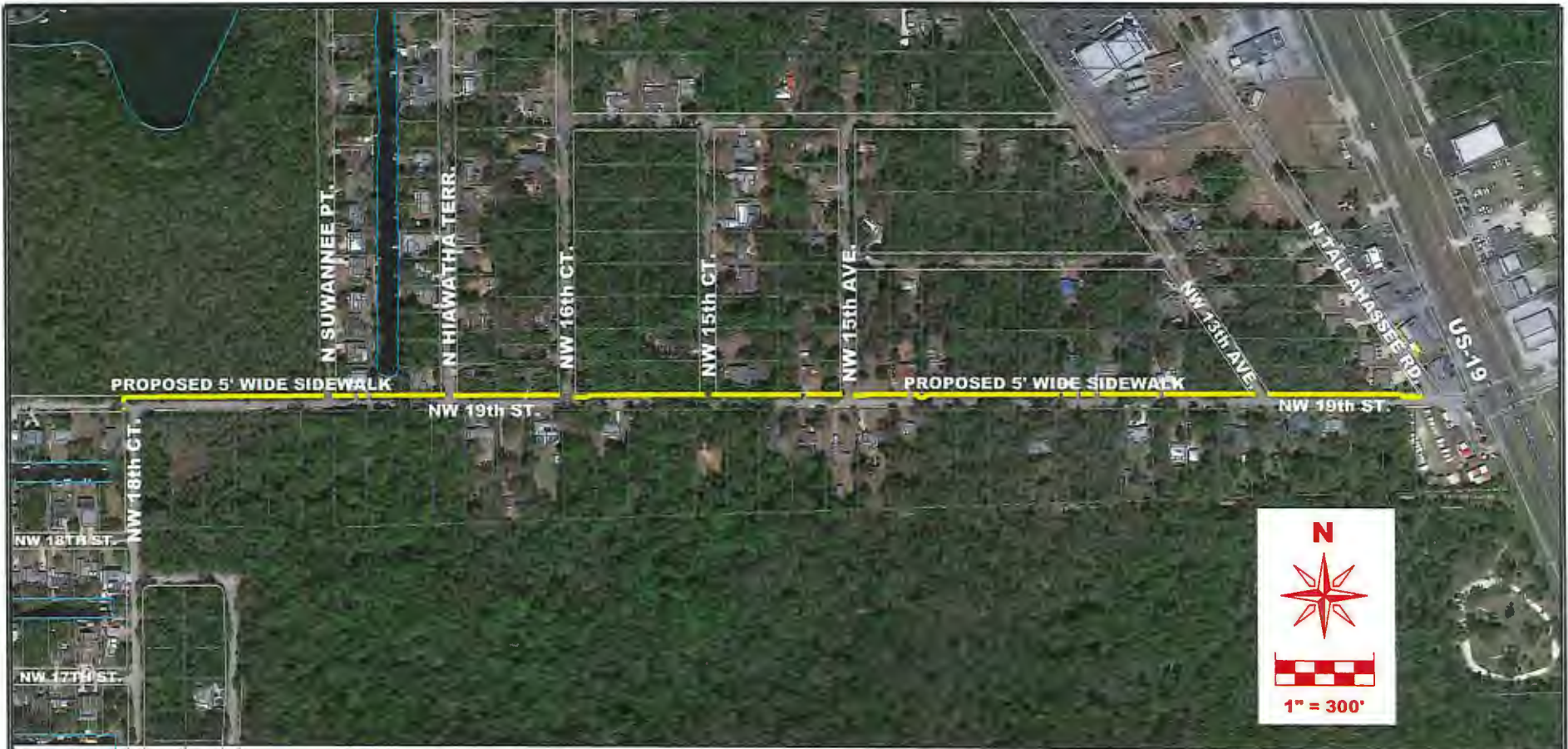
Post Date: 08/13/2018

Entry Date: 08/03/2018

Description: RES#18-R-24 NW19 ST WOODLAND EST SIDEWLK

GL #	Description	DR	CR
301-31541-63004-18-13	NW 19 ST WOODLAND ESTATES SIDEWALK REPL		75,500.00
301-31541-63004	NW 19 ST WOODLAND ESTATES SIDEWALK REPL	65,925.00	
301-31541-63004-MAINT	NW 19 ST WOODLAND ESTATES SIDEWALK REPL	9,575.00	
Journal Total:		75,500.00	75,500.00

APPROVED BY: _____



PREPARED BY:
CITY OF CRYSTAL RIVER
DEPARTMENT OF PUBLIC WORKS
 123 NORTHWEST HIGHWAY 19
 CRYSTAL RIVER, FL 34428
 OFFICE: 352-795-4216 FAX: 352-795-6245

PROJECT:
NW 19th STREET SIDEWALK PROJECT
FY 2018 IMPROVEMENTS

12JUL2018

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 9E

Requested Motion: Motion to approve an Exemption Audit Services Contract between Citrus County Property Appraiser, Tax Collector and the City of Crystal River.

Summary:

The Citrus County Property Appraiser and Citrus County Tax Collector are to contract with Tax Management Associates, Inc. for an audit to identify properties with undeserved Personal Exemptions for the purpose of collecting taxes due on those properties, which would otherwise be unavailable to the taxing authority. The Parties to the proposed agreement recognize that there may be property owner on Citrus County tax rolls claiming undeserved and/or fraudulent personal exemptions which reduce the property tax revenue and unfairly shifts the property tax burden to other property owners. The services provided to recoup funds will be funding through the recouped money. This service will be provided with no cost to the City. Tax Management Associates will receive 30% of the recouped funds from the Tax Collector's Office after funds are collected. The City of Inverness's City Manager and Crystal River's City Manager are in agreement that this is a needed service and will benefit the residents of their cities respectively.

Staff Recommendation: Recommend Approval

Funding Information:

Project Cost: N/A


Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

Attachments: Contract

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

**Agreement for Use of Property Tax Collections to Fund
Exemption Audit Services**

THIS AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2018, by and between the CITRUS COUNTY PROPERTY APPRAISER (“PROPERTY APPRAISER”), CITRUS COUNTY TAX COLLECTOR (“TAX COLLECTOR”), and the undersigned Local Governing Boards of the TAXING AUTHORITIES of Citrus County, hereinafter referred to collectively as the “TAXING AUTHORITIES.”

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax exemptions, including homestead exemption, and the preparing and filing of tax liens for back taxes related to the removal of undeserved exemptions; and

WHEREAS, the TAX COLLECTOR is responsible under Florida law for the collection and distribution of ad valorem property taxes, including back taxes and tax liens, and associated penalties, fees, and interest; and

WHEREAS, the TAXING AUTHORITIES receive local property tax revenue to fund essential public services; and

WHEREAS, the Parties to this Agreement recognize that there may be property owners on the Citrus County tax roll claiming undeserved and/or fraudulent personal exemptions from ad valorem property tax, such as the homestead exemption, (hereinafter collectively referred to as “Personal Exemptions”), which reduces property tax revenue and unfairly shifts the property tax burden to other property owners; and

WHEREAS, the PROPERTY APPRAISER and TAX COLLECTOR intend to contract with TAX MANAGEMENT ASSOCIATES, INC. (“TMA”) for audit services to identify properties with undeserved Personal Exemptions for the purpose of collecting taxes due on those properties, which funds would otherwise be unavailable to the TAXING AUTHORITIES (hereinafter the “TMA Audit Agreement”); and

WHEREAS, TMA shall provide said audit services in exchange for the fee established in the TMA Audit Agreement, which consists of an amount equal to thirty percent (30%) of any tax, penalties, and interest collected from back taxes assessed or tax liens filed by the PROPERTY APPRAISER on parcels identified through a TMA audit as having undeserved Personal Exemption(s) (hereinafter, the “Fee”); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the removal of Personal Exemptions as a result of audits performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation

on the TAXING AUTHORITIES to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER, TAX COLLECTOR, and undersigned TAXING AUTHORITY, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

2. Authorization of Reduced Collections for Fee Payment:

The undersigned TAXING AUTHORITIES authorize the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Audit Agreement, from the total property tax, penalties and interest collected as the result of the removal of Personal Exemption(s) pursuant to TMA audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITIES according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation, or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year, and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

The TAX COLLECTOR shall annually make available to each TAXING AUTHORITY an accounting of all tax proceeds collected pursuant to the TMA Audit Agreement, the Fees paid to TMA, and the total funds distributed to each TAXING AUTHORITY.

3. Term & Termination: This Agreement shall be effective as of the date of execution for an initial term of twelve (12) months. Thereafter, the Agreement shall renew automatically on an annual basis until such time as the TMA Audit Agreement is terminated or otherwise expires. Upon termination or expiration of the TMA Audit Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Any TAXING AUTHORITY may opt out of this Agreement provided it notifies the PROPERTY APPRAISER and TAX COLLECTOR in writing at least ninety (90) days before the end of a fiscal year. The option shall be effective upon the first day of the following fiscal year.

The parties acknowledge that TMA audit services shall not be provided for any parcel in a specific tax district if any TAXING AUTHORITY in that tax district does not sign, or

subsequently withdraws from, an agreement or memorandum of understanding for use of property tax collections to fund exemption audit services.

Upon termination of this Agreement, Fees for all audits completed by TMA in effected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Audit Agreement. Because tax liens may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement, and shall terminate upon the later of the collection and payment of all liens related to TMA audits, or the expiration of such liens as a matter of Florida law.

4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.

5. Public Records: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER and TAX COLLECTOR agree to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. Liability: The PROPERTY APPRAISER retains sole discretion and authority to grant, deny or remove exemptions, or file liens for undeserved Personal Exemptions in accordance with Florida law. All legal costs involving appeals of the removal of Personal Exemptions resulting from audits shall be the responsibility of the PROPERTY APPRAISER. The undersigned TAXING AUTHORITY has no decision-making authority in relation to exemptions or liens under this Agreement and assumes no liability for any claims, damages, losses, or expenses, direct, indirect or consequential, arising out of or resulting from the actions of TMA, the PROPERTY APPRAISER, or the TAX COLLECTOR under this Agreement or the TMA Audit Agreement.

7. Notice: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the contact and address for the party as it appears on the signatory page of this Agreement.

8. Applicable Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

9. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages or expenses to any person not a party to this Agreement.

10. Headings: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

11. Execution: The parties agree that this Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

PROPERTY APPRAISER:

DATE: _____

LES COOK
PROPERTY APPRAISER
210 N. APOPKA AVE., SUITE 200
INVERNESS, FL 34450
352-341-6600

APPROVED AS TO LEGAL FORM
For the Property Appraiser:

Signature: _____

Name and Title: _____

TAX COLLECTOR:

DATE: _____

JANICE WARREN
TAX COLLECTOR
210 N. APOPKA AVE., SUITE 100
INVERNESS, FL 34450
352-341-6500

APPROVED AS TO LEGAL FORM
For the Tax Collector:

Signature: _____

Name and Title: _____

**[SIGNATURE PAGE FOR AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS
TO FUND EXEMPTION AUDIT SERVICES]**

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by the proper officer as of the date first written above.

TAXING AUTHORITY NAME: **CITY OF CRYSTAL RIVER**

AUTHORIZED SIGNATURE:

PRINT NAME: JIM FARLEY

TITLE: MAYOR

DATE SIGNED: _____

PRIMARY CONTACT: Dave Burnell, City Manager

ADDRESS 1: 123 NW Highway 19

ADDRESS 2: _____

CITY, STATE, ZIP: Crystal River, Florida 34428

PHONE: (352) 795-4216, Ext. 302

EMAIL: dburnell@crystalriverfl.org

APPROVED AS TO LEGAL FORM

For the City of Crystal River:

Signature: _____

Name & Title: _____

**[SIGNATURE PAGE FOR AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS
TO FUND EXEMPTION AUDIT SERVICES]**

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by the proper officer as of the date first written above.

TAXING AUTHORITY NAME: **CITY OF INVERNESS**

AUTHORIZED SIGNATURE:

PRINT NAME: _____
BOB PLAISTED

TITLE: MAYOR

DATE SIGNED: _____

PRIMARY CONTACT: Frank DiGiovanni, City Manager

ADDRESS 1: 212 W. Main Street

ADDRESS 2:

CITY, STATE, ZIP: Inverness, Florida 34450

PHONE: (352) 726-5016

EMAIL: fdigiovanni@inverness-fl.gov

APPROVED AS TO LEGAL FORM

For the City of Inverness:

Signature: _____

Name & Title: _____

**[SIGNATURE PAGE FOR AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS
TO FUND EXEMPTION AUDIT SERVICES]**

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by the proper officer as of the date first written above.

TAXING AUTHORITY NAME: **BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA**

AUTHORIZED SIGNATURE:

PRINT NAME: RONALD E. KITCHEN, JR.

TITLE: CHAIRMAN

DATE SIGNED: _____

PRIMARY CONTACT: Randy Oliver, County Administrator

ADDRESS 1: 3600 W. Sovereign Path, Suite #267

ADDRESS 2:

CITY, STATE, ZIP: Lecanto, FL 34461

PHONE: (352) 527-5205

EMAIL: randy.oliver@citrusbocc.com

APPROVED AS TO LEGAL FORM

For the Board of County Commissioners:

Signature: _____

Name & Title: Denise A. Dymond Lyn, County Attorney

**[SIGNATURE PAGE FOR AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS
TO FUND EXEMPTION AUDIT SERVICES]**

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by the proper officer as of the date first written above.

TAXING AUTHORITY NAME: **CITRUS COUNTY SCHOOL BOARD**

AUTHORIZED SIGNATURE:

PRINT NAME: _____
DOUGLAS DODD

TITLE: CHAIRMAN

DATE SIGNED: _____

PRIMARY CONTACT: Sandra Himmel, Superintendent of Schools

ADDRESS 1: 1007 W. Main Street

ADDRESS 2:

CITY, STATE, ZIP: Inverness, Florida 34450

PHONE: (352) 726-1931, Ext. 2206

EMAIL: himmels@citrus.k12.fl.us

APPROVED AS TO LEGAL FORM

For the Citrus County School Board:

Signature: _____

Name & Title: _____

**[SIGNATURE PAGE FOR AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS
TO FUND EXEMPTION AUDIT SERVICES]**

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by the proper officer as of the date first written above.

TAXING AUTHORITY NAME: **HOMOSASSA SPECIAL WATER DISTRICT**

AUTHORIZED SIGNATURE:

PRINT NAME: _____
WINSTON PERRY

TITLE: CHAIRMAN

DATE SIGNED: _____

PRIMARY CONTACT: David Purnell, Superintendent

ADDRESS 1: 7922 W. Grover Cleveland Blvd.

ADDRESS 2: P.O. Box 195

CITY, STATE, ZIP: Homosassa, Florida 34487

PHONE: (352) 628-3740

EMAIL: hswd@tampabay.rr.com

APPROVED AS TO LEGAL FORM

For the Homosassa Special Water District:

Signature: _____

Name & Title: _____

**[SIGNATURE PAGE FOR AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS
TO FUND EXEMPTION AUDIT SERVICES]**

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by the proper officer as of the date first written above.

TAXING AUTHORITY NAME: **SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

AUTHORIZED SIGNATURE:

PRINT NAME: _____
JEFFREY M. ADAMS

TITLE: CHAIR

DATE SIGNED: _____

PRIMARY CONTACT: Michael Cacioppo, Budget Manager

ADDRESS 1: 2379 Broad Street

ADDRESS 2:

CITY, STATE, ZIP: Brooksville, Florida 34604-6899

PHONE: (352) 796-7211, Ext. 4128

EMAIL: Michael.Cacioppo@swfwmd.state.fl.us

APPROVED AS TO LEGAL FORM

For the Southwest Florida Water Management District:

Signature: _____

Name & Title: _____

**[SIGNATURE PAGE FOR AGREEMENT FOR USE OF PROPERTY TAX COLLECTIONS
TO FUND EXEMPTION AUDIT SERVICES]**

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be executed by the proper officer as of the date first written above.

TAXING AUTHORITY NAME: **CITRUS COUNTY MOSQUITO CONTROL**

AUTHORIZED SIGNATURE:

PRINT NAME: _____
ALBERT JORDAN

TITLE: CHAIRMAN

DATE SIGNED: _____

PRIMARY CONTACT: George Deskins, Director

ADDRESS 1: 968 N. Lecanto Highway

ADDRESS 2:

CITY, STATE, ZIP: Lecanto, Florida 34461

PHONE: (352) 527-7478

EMAIL: gdeskins@citrusmosquito.org

APPROVED AS TO LEGAL FORM

For the Citrus County Mosquito Control:

Signature: _____

Name & Title: _____

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 9F

Requested Motion: Motion to adopt Resolution No. 18-R-26 supporting use of TDC funding for design of a multi-use path to connect the Citrus County Multi-Use Trail to the City of Crystal River Crosstown Trail.

Summary: A joint effort set forth by Citrus County and the City of Crystal River to connect the City's Cross-town Trail and Citrus County's Multi-Use Trail running perpendicular to County Road 486 has been underway for some time. The long term goal is to create a multimodal connection between the City of Crystal River Crosstown Trail to the Withlacoochee Trail and ultimately to the Coast to Coast Trail, a project supported and ranked by the Hernando Citrus MPO as a key Multimodal State project.

In July of 2016 City Council voted to fund 50% of a preliminary engineering analysis to determine the best route for this connection. This analysis was completed by Kimley-Horn and a recommendation was made to move forward with one of the three proposed routes, to which both entities agreed. A presentation slide with an exhibit depicting the proposed route is attached for reference.

The Citrus County Tourism and Development Council (TDC) collects 1% of hotel tax receipts for the purpose of capital projects to develop tourism. During the Citrus County TDC meeting held on Wednesday, August 8, 2018 County Administrator Randy Oliver conducted a presentation regarding the project. As a capital project that would aid in the development of local tourism, county staff determined that funding design of such a project would be an eligible expense. Local funding of project design would also expedite the project, reducing the estimated ten year timeline for completion by two to four years.

The TDC Board voted unanimously to recommend use of TDC funding of the project design to the Citrus County BOCC. The City supports the use of TDC funds and their unanimous vote to use the TDC funds to reduce the time table of its completion in order to maximize the benefit of the project.

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: Resolution No. 18-R-26
Presentation slide with exhibit depicting proposed route.

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

RESOLUTION NO. 18-R-26

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA,
SUPPORTING THE USE OF TDC FUNDING FOR DESIGN OF A MULTI-USE
PATH CONNECTING THE CITRUS COUNTY MULTI-USE TRAIL TO THE
CRYSTAL RIVER CROSSTOWN TRAIL.**

WHEREAS, the City Council of the City of Crystal River, Florida is responsible for the oversight of capital projects within city limits; and

WHEREAS, a joint effort set forth by Citrus County and the City of Crystal River to connect the City's Cross-town Trail and Citrus County's Multi-Use Trail running perpendicular to County Road 486 has been underway for some time. The long term goal is to create a multimodal connection between the City of Crystal River Crosstown Trail to the Withlacoochee Trail and ultimately to the Coast to Coast Trail, a project supported and ranked by the Hernando Citrus MPO as a key Multimodal State project.

WHEREAS, in July of 2016 City Council voted to fund 50% of a preliminary engineering analysis to determine the best route for this connection. This analysis was completed by Kimley-Horn and a recommendation was made to move forward with one of the three proposed routes, to which both entities agreed. A presentation slide with an exhibit depicting the proposed route is attached for reference.

WHEREAS, the Citrus County Tourism and Development Council (TDC) collects 1% of hotel tax receipts for the purpose of capital projects to develop tourism. During the Citrus County TDC meeting held on Wednesday, August 8, 2018 County Administrator Randy Oliver conducted a presentation regarding the project. As a capital project that would aid in the development of local tourism, county staff determined that funding design of such a project would be an eligible expense. Local funding of project design would also expedite the project, reducing the estimated ten year timeline for completion by two to four years.

WHEREAS, the TDC Board voted unanimously to recommend use of TDC funding of the project design to the Citrus County BOCC. The City supports the use of TDC funds and their unanimous vote to use the TDC funds to reduce the time table of its completion in order to maximize the benefit of the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 13th day of August, 2018.

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:

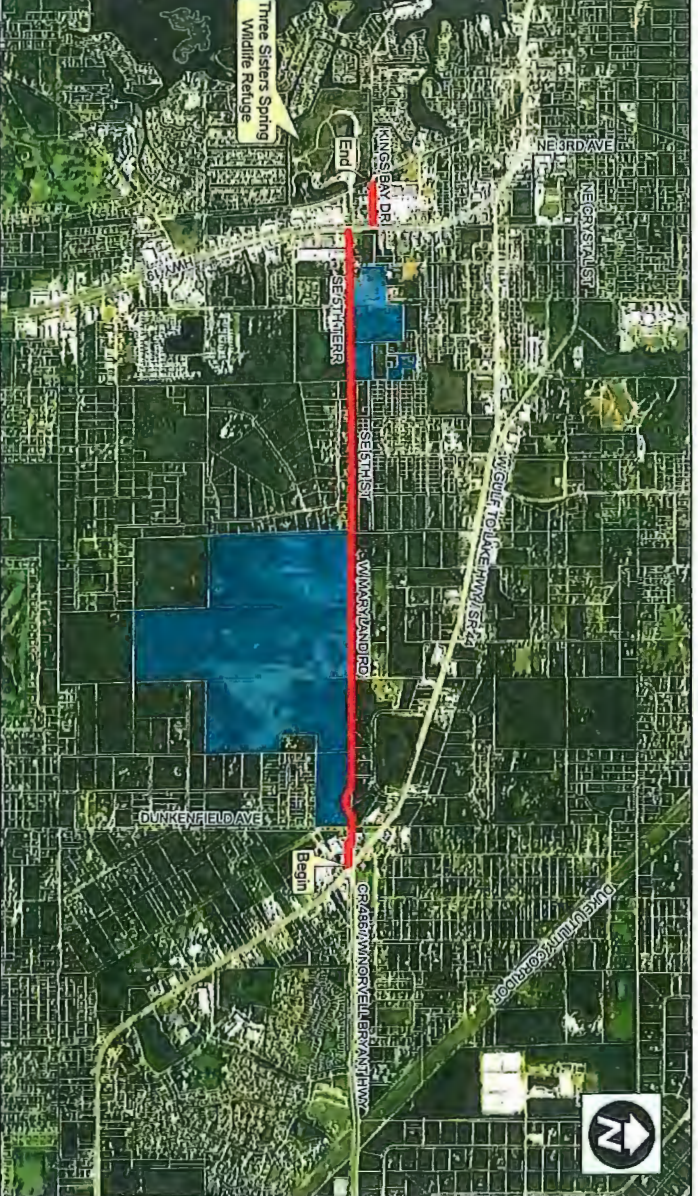
Jennifer C. Rey, City Attorney

VOTE OF COUNCIL:

Farley _____
Brown _____
Holmes _____
Fitzpatrick _____
Gudis _____

Three Sisters to CR 486 Trail Connector Routing Study

Alternative Alignment 1



- 2.4 miles
- 2,400 lf boardwalk
- 12-foot asphalt trail with 8-10 foot concrete sections
- 23 potential private parcels impacted
- PD&E - \$300,000 - \$400,000
- Design, Const., CEI - \$2.67 mill



CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: August 13, 2018

Agenda Item Number: 10A

Requested Motion: Motion to approve the Waterfronts Advisory Board's Straw-Free Initiative and funding in the amount of \$292.00 for the printing of 200 decals for participating restaurants and businesses.

Summary:

The Waterfronts Advisory Board is proposing to award local businesses with a decal to be posted at the restaurant or business that shows the entity's commitment to being plastic straw free. The Waterfronts Advisory Board Members would individually present information to local establishments and encourage the business to commit to being plastic straw free. If the business commits the business would receive a decal for posting and a copy of the Straw Free Proclamation which was presented on July 9, 2018. Dive Patches International can print the decals for \$292.00, Homosassa Printing can produce the decals for \$600.00 and Kustom Glass can print the decals for \$390.00.

Staff Recommendation: None.

Funding Information:

Project Cost: \$ 292.00

Funding Source: 001-01599-47000-WTRBD (General Fund Waterboard – Printing)

Amount Available: \$ 700.08

Finance Department Approval: Michelle K. Russell

Approvals:

Sisa Morris
Originating Department

[Signature]
City Manager

City Attorney (if applicable)

Attachments:

Sample Decal
Quotes for Printing Cost

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



Keeping Crystal River Clean



Waterfront Advisory Board

Quotes for printing costs

1) Dive Patches International quoted me:

Dive Patches International, Inc.

4516 NE 6th St.

Ocala, FL 34470

352-401-3483

www.divepatches.com

static cling decals.

Full color process.

Qty 200

Size 4" x 4" - \$1.20 each

Size 5" x 5" - \$1.32 each

Size 6" x 6" - \$1.46 each

2) Homosassa Printing

It was not something they typically do but it would be \$3 each, if we provided the final art work.

3) Cost for each \$1.95

Kustom Glass LLC

Glenn & Kathy Palhof

5086 N Citrus Avenue

Crystal River, FL 34428

352-795-7146