

City of Crystal River



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



Agenda
Crystal River City Council
Regular Council Meeting
Monday, February 12th, 2017 @ 7:00 p.m.
Council Chamber, City Hall

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

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

NOTICE TO PUBLIC

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

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

GENERAL MEETING PROCEDURES

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

1. CALL TO ORDER

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

2. ADOPTION OF AGENDA

3. PRESENTATIONS

- A. Solar United Neighbors (SUN).....Kate Betsko, League of Women Voters

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- A. Motion to approve minutes from the Regular City Council meeting held January 22, 2018
- B. Motion to approve the road closure and waiver of open container request for St. Patrick’s Day on Citrus Avenue on Saturday, March 17, 2018
- C. Motion to approve the Agreement for Services and Material for Municipal Election between the Citrus County Supervisor of Elections Office (SOE) and the City of Crystal River (City) at a cost of \$1,000
- D. Motion to approve a special event permit and waiver of open container submitted by Florida State Ducks Unlimited for their wild game cookout event
- E. Motion to approve the scheduling an FY 2019 Budget Workshop for Thursday, March 29, 2018 at 1:00 p.m. to be held in the Council Chambers
- F. Motion to schedule an Executive Session to discuss labor negotiations for Thursday, June 28, 2018 at 1:00 p.m.

6. PUBLIC INPUT

(Time Limit of Three Minutes)

7. PUBLIC HEARING

- A. Consideration of approval of Ordinance No. 18-O-02 providing for a small scale amendment to the future land use map (FLUE) of the comprehensive plan reclassifying 3.67 acres (MOL) of property owned by Ag-Pro Real Estate Investments, LLC from High Density Residential (HDR) land use to Highway Commercial Land Use (HC) on First Reading and setting a public hearing for February 26, 2018

QUASI-JUDICIAL

- 1. Read Ordinance by title Only for First Reading
- 2. Disclosure of Ex-Parte Communications
- 3. Swearing-In of all persons who wish to Testify
- 4. Testimony by Staff
- 5. Presentation by Applicant / Presentation by Affected Parties / Questions by City Council
- 6. Hold Public Hearing
- 7. Motion to Approve Ordinance No. 18-O-02 on First Reading

- B. Consideration of approval of Ordinance No. 18-O-03 amending the official zoning map of the City of Crystal River changing zoning on properties owned by Aq-Pro Real Estate Investments, LLC from High Density Residential 9R3) to High Intensity Commercial (CH) on First Reading and setting a public hearing for February 26, 2018

QUASI-JUDICIAL

1. Read Ordinance by title Only for First Reading
2. Disclosure of Ex-Parte Communications
3. Swearing-In of all persons who wish to Testify
4. Testimony by Staff
5. Presentation by Applicant / Presentation by Affected Parties / Questions by City Council
6. Hold Public Hearing
7. Motion to Approve Ordinance No. 18-O-03 on First Reading

8. CITY ATTORNEY

- A. Special Assessment for Vacant Buildings

9. CITY MANAGER

- A. Motion to adopt Resolution No. 18-R-13 appropriating an additional \$159,337.19 for the US-19 widening utility relocation project and approve a Three Party Escrow Agreement with the FDOT and State of Florida to fund the project
- B. Motion to adopt Resolution No. 18-R-14 and accept a proposal from Arc Surveying & Mapping, Inc. in the amount of \$15,000.00 to perform a hydrographic survey and sediment probing for the Kings Bay Restoration - Phase 1.C project

10. CITY COUNCIL

11. COMMITTEE REPORTS

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

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

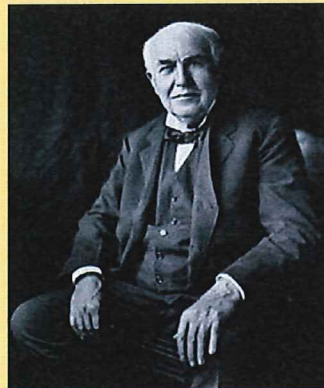
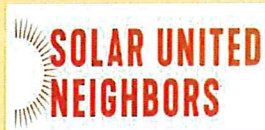
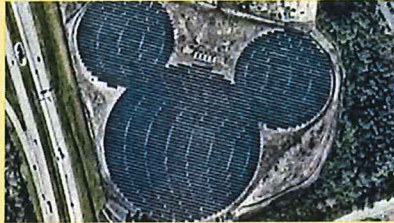
- A. Mayor Farley
- B. Vice Mayor Brown
- C. Council member Fitzpatrick
- D. Council member Gudis
- E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

15. ADJOURNMENT

Florida's Solar Future is in Our Hands



*"I'd put my money on the sun and solar energy.
What a source of power! I hope we don't have to wait
until oil and coal run out before we tackle that."*

Thomas Edison

IMPORTANT: SOLAR HELPS EVERYONE!!!!

Studies show Rooftop Solar Helps EVERYONE...HOW?

- Helps prevent need for EXPENSIVE new power plants: *biggest cause of rate increases*
- Reduces costly upgrades to grid
- Improves air and water quality
- Stabilizes utility bills for everyone
- Energy independence
- Keeps billions invested here for a stronger economy

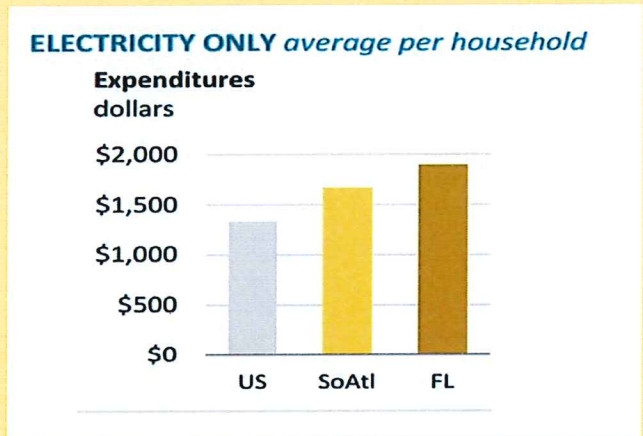
Brookings Report: Rooftop Solar: Net Metering is a NET Benefit, May 2016

FLORIDA SURGING AHEAD

- Experts say we should be in the top THREE states
- Florida had highest residential solar growth in U.S. – 110% growth in 2016 (PV MAGAZINE)
- Huge population growth expected -
Today – 21 million 2040 – 26 million

**SOLAR KEEPS JOBS AND MONEY IN FLORIDA
USING OUR HOMEGROWN ENERGY SOURCE**

Floridians Pay 40% more than the National Average



US Department of Energy

BOTTOM LINE

Jim Fenton, Director of UCF's Florida Solar Energy Center



“With an estimated 14% return, rooftop solar is the best investment today a homeowner in Florida can make.”

**Jim Fenton, PhD, Director,
Florida Solar Energy Center , UCF**

**“Rooftop PV solar is now
*4 cents per kWh hour with the Co-op
Vs
*12 cents on average for current retail for
fossil fuel”**

****Results vary by roof, region and utility.***

FLORIDA LAW

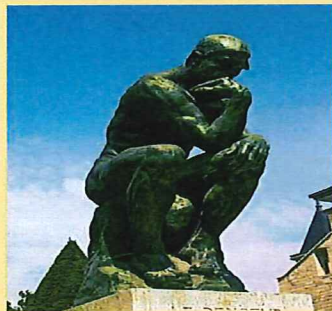
- Anyone in FL can put solar on their roof:
HOA cannot prevent
- Requires Utilities to Buy Back Unused
Power: “Net Metering”
- FL consumers do not pay property or
sales tax on rooftop solar installations

FEDERAL LAW

- Federal Law gives a 30% Investment Tax Credit off your installation cost
- Example: System cost \$10,000 (you pay net \$7,000)

CONSUMERS FACE TWO BARRIERS TO SOLAR ADOPTION

■ KNOWLEDGE



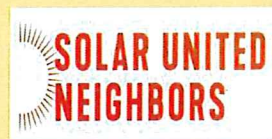
■ PRICE



**PROVEN SOLUTION:
Cooperatives Hosted by
Solar United Neighbors of Florida
Now In Five States
Making solar EASY, UNDERSTANDABLE and
AFFORDABLE!**

**21 Cooperatives in Florida in
2016/17**

Three in Orange County, two in
Broward, Sarasota, St. Pete, Alachua,
Brevard, Seminole, Volusia, Six in
Miami, Palm Beach, Tampa, North
Pinellas, St. Augustine, *with more to
come in 2018*: Tallahassee, North Keys,
Citrus, Manatee....and more



LEAGUE OF WOMEN VOTERS®
OF FLORIDA

What is a Solar Cooperative?

- **Homeowners join a geographic cooperative hosted by SUN (usually county-wide)**
- **The cooperative bundles the group's buying power...**
- **And using a competitive bidding process, members select installer and secure significant discounts**


What is a Solar Cooperative? (more)

- **Members have no obligation to go solar or sign contract**
- **Each homeowner who wants to proceed, contracts individually with the Co-op's selected installer**

SOLAR PUBLIC INFORMATION SESSIONS

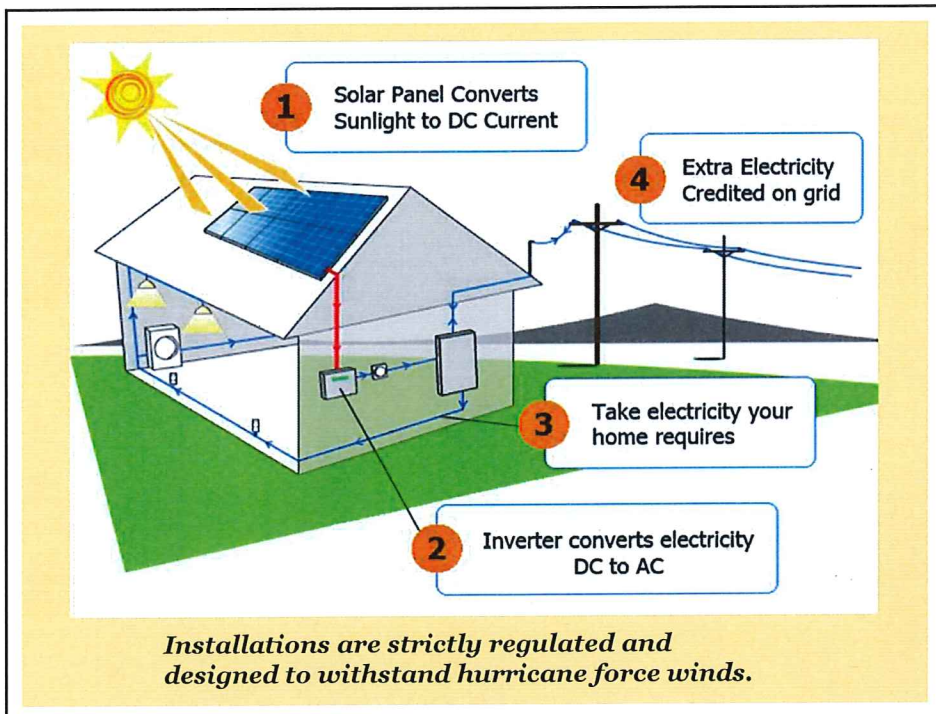


Consumers learn about solar



Meetings provide:

- Solar knowledge
- Solar Co-op benefits
- Solar financing options



Sample Solar Co-op cost breakdown

<i>Example, not actual co-op pricing. System size will vary</i>	3 kW	9 kW
System cost before incentives (\$3.00/Watt)	\$9,000	\$27,000
Co-op discount (10 to 20% off)	\$1,500	\$4,500
Initial upfront cost after co-op (\$2.50/Watt)	\$7,500	\$22,500
Federal tax credit (30% of system cost)	\$2,250	\$6,750
Estimated annual electricity savings	\$493	\$1,479
Total Cost (after one year)	\$4,757	\$14,271

Solar Payoff for Homeowners

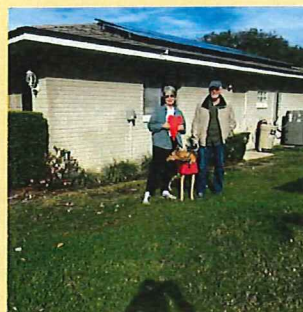
- Savings on electric bills start with hook up: 5-10 year payback
- Recover rooftop solar cost when selling:
 - ✓ new installations valued at almost new price
 - ✓ older installs valued at depreciated price

Source: 2015 DOE study "Selling into the Sun" of 8 states including Florida

PV
MAGAZINE

RESULTS of Co-ops?

- Solar reduces utility bills, consumers save money
- Solar increases property values
- “Power up” for much less when you buy an electric car
- Access to electricity during hurricane blackouts (not all systems)



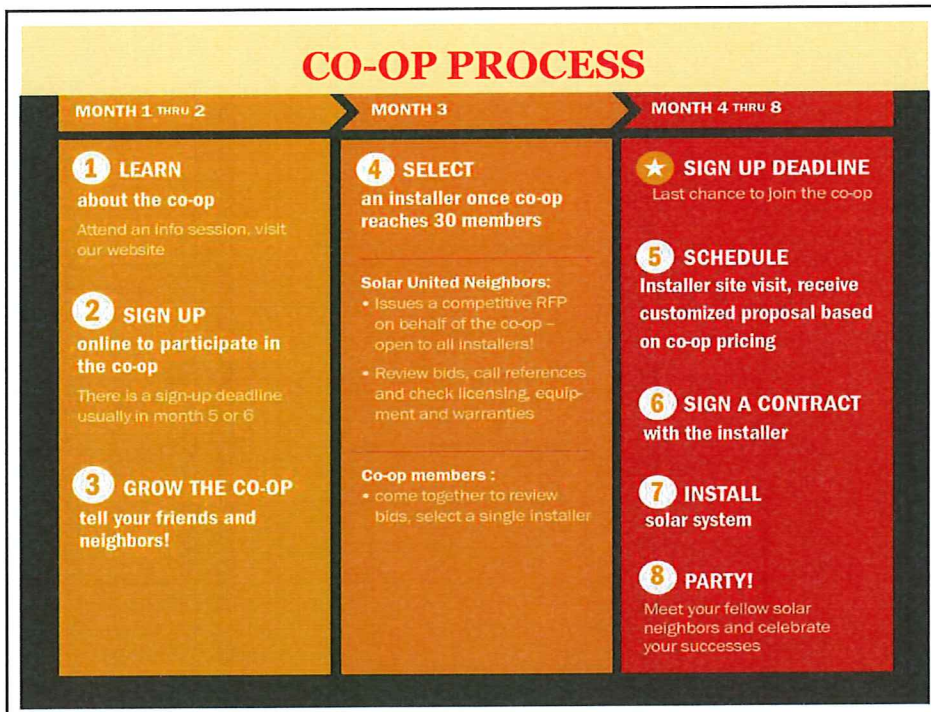
MANY CO-OP PARTNERS

- League of Women Voters chapters statewide
- Funders: Southern Alliance for Clean Energy, Gulf Coast Community Foundation, Barancik Foundation, Cities and Counties
- Sierra Club of Florida, Audubon Chapters
- County Governments: BROWARD, ORANGE, MIAMI DADE, HILLSBOROUGH
- Cities: Orlando, Rockledge Gardens, Satellite Beach, South Miami, St. Pete, Deland, and more
- Florida Green Building Council
- Florida House Institute
- Unitarian Church - UU
- UCF Sustainability
- Barry Law School, Center for Earth Jurisprudence
- Winter Park Garden Club
- Northland Distributed Church
- Rotaries: Volusia County
- Sarasota Teachers United, Volusia County Teachers Union

CO-OPS BY THE NUMBERS

- **3 months** - How long co-ops are open to new members
- **225** – Max number of members allowed in a co-op
- **30%** - Percent of co-op members that usually end up going solar
- **7 kW** - Average system size of co-op members
- **3** – Number of informational sessions for each co-op
- **1** – Number of installers chosen to service each co-op
- **1,000** – Average number of emails received & replied to by Solar United Neighbors of Florida for each solar co-op
- **18 (and counting)** – Number of co-ops that have happened in the state as of Oct 2017.

CO-OP PROCESS



PARTNERSHIP RESPONSIBILITIES

SOLAR UNITED NEIGHBORS

Handles all technical and administrative support for co-op

Creates co-op website and administrates sign up process. Responds to technical inquiries

Presents at info sessions

Facilitates RFP process, installer selection, and installer management

Provides relevant group updates and communications during all stages, conduct final assessment and data collection

COMMUNITY PARTNER

Recruits participants for the co-op

Work with Solar United Neighbors to develop and implement a media campaign to recruit co-op members

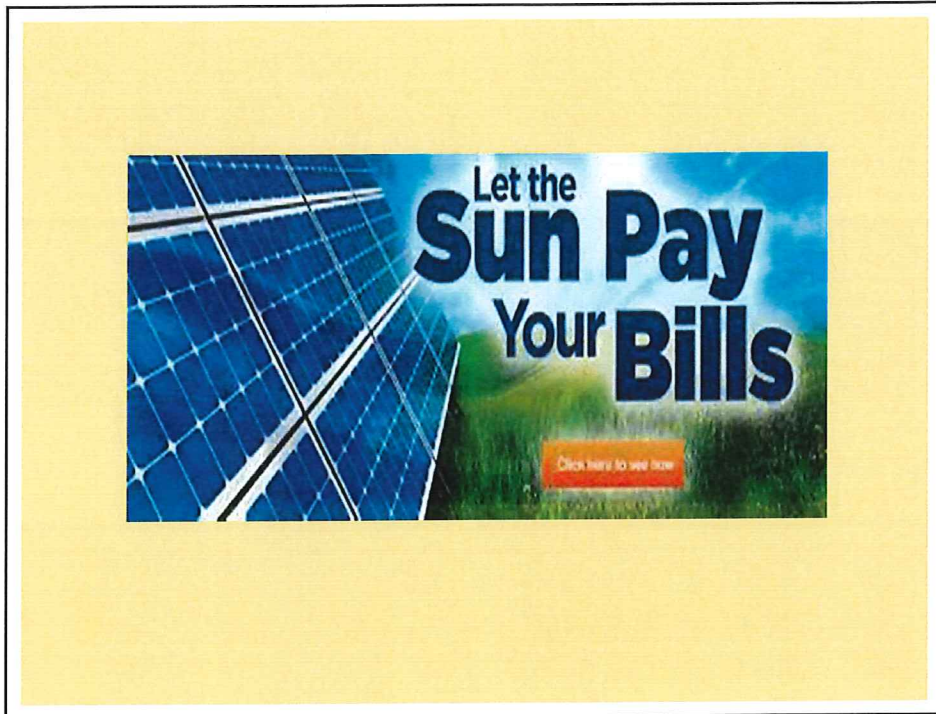
Finds and reserves space for info meeting

Serves as the 'public face' of the co-op and talks with local media when applicable

Helps direct interest towards future programs or advocacy

EVERYONE CELEBRATES A SUCCESSFUL CO-OP!





**To volunteer contact,
FloridaLeague@earthlink.net**

The logo for Solar United Neighbors is centered in a white rectangular box. It features a stylized sun icon on the left, composed of a semi-circle and radiating lines, followed by the text "SOLAR UNITED" on the top line and "NEIGHBORS" on the bottom line, both in a bold, red, sans-serif font. Below the logo, the text "To volunteer contact, FloridaLeague@earthlink.net" is written in a bold, black, sans-serif font.

Thank You For Your Time

Are there any questions?!



City of Crystal River



Minutes from the
Regular Council Meeting held
Monday, January 22nd, 2018
@ 7:00 p.m.



**Minutes of the
Crystal River City Council
Regular Council Meeting
Monday, January 22nd, 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 Present: Mayor Farley, Vice Mayor Brown, Council member Gudis, Council member Holmes

Council Absent: Council member Fitzpatrick

Staff Present: Finance Director Michelle Russell, City Attorney Cliff Taylor, City Clerk Fink, Public Works Director Beau Keene, and Planning and Development Services Director Jackie Gorman.

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

2. ADOPTION OF AGENDA

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

3. PRESENTATIONS

A. State of the City Address.....Mayor Farley
Mayor Farley presented the 2018 State of the City Address (ATTACHMENT A).

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes from the Regular City Council meeting held January 8, 2018

B. Monthly Departmental Report Summary for the month of December

C. Motion to appoint Gregory Acker to Planning Commission Alternate Seat No. 2

Background: [Agenda Sheet Requested Motion: Motion to appoint Gregory Acker to the Planning Commission Alternate Seat No. 2.

Summary: In October of 2017 Planning Commission Alternate Seat No. 2, with a term ending September 30, 2020, became vacant.

The City Clerk’s Office received an application from Gregory Acker on December of 2016. Mr. Acker was contacted by staff during the spring of 2016 who advised that he may be available to serve on Planning Commission following the summer of 2016. Mr. Acker contacted staff in January of 2018 to confirm availability and interest in serving on the Planning Commission.

Staff has reviewed the application and found that Mr. Acker is eligible to serve on the Planning Commission.

Staff Recommendation: Staff recommends approval.

End of Agenda Sheet]

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

6. PUBLIC INPUT

(Time Limit of Three Minutes)

Dee Atkins- 9851 Nokomis Point-Expressed concerns regarding performance of USFWS in management of Three Sisters Springs Refuge and spoke in favor of agreement termination.

Josh Oakhurst- Pine Ridge- Commented on BP funding of Riverwalk project Phase II and inquired about ways to finance continuing construction.

Mike Milsap – Captain Mike’s Sunshine Tours- Expressed concerns regarding manatee videos distributed by Ms. Colson and the Guardian Guides program.

Christine Oakhurst-Pine Ridge- Inquired about vacant property registry program and Mayor Farley provided confirmation that community stakeholders were discussing development of such a program.

7. PUBLIC HEARING

8. CITY ATTORNEY

9. CITY MANAGER

- A. Consideration of motion to approve waiver of administrative fees associated with Phase 1 funding for the Kings Bay Restoration Project completed by Save Crystal River, Inc.

Background: [Agenda Sheet **Requested Motion: Consideration of motion to approve waiver of City administrative fees associated with Phase 1 funding for the Kings Bay Restoration Project completed by Save Crystal River.**

Summary: On August 28, 2017, Council adopted Resolution #17-R-19 and awarded Save Crystal River, Inc. \$50,000 to cover 50% of the cost to develop permits for the remaining Kings Bay Restoration Project. During the January 8, 2018 Council meeting, Mr. Steve Lamb, President of Save Crystal River informed Council that Finance was holding payment to their organization due to non-payment in the amount of \$6,924.40, a balance remaining for administrative costs associated with the initial phase of the restoration project. He stated; SCR had no intention of not paying the balance, but he was requesting a breakdown of the fees and looking for consideration of Council to waive the fee.

Save Crystal River, Inc. was awarded \$1,600,000 to provide financial assistance for Phase 1 of the Save Crystal River Kings Bay Pilot Restoration Project in September 2015. The City and SCR entered into an agreement July 11, 2016 whereas the City agreed to assist Save Crystal River, the Grantee of the Florida Department of Environmental Protection (FDEP) grant with upfront costs for ongoing maintenance and education activities for the restoration project. The City agreed under contract to assist the Grantee with upfront costs which would be reimbursed by FDEP passing through the Grantee to the City.

As described in Task 11 of the FDEP grant award letter, the Grantee will contract with one or more qualified companies or individuals to monitor the project progress, coordinate with the City of Crystal River personnel and project subcontractors and record project activities at the project site and verify the activities are in accordance with the Grant Work Plan. As per the City and SCR agreement, Item #3, Grantee Responsibilities, the Grantee shall repay the City all funds the City pays to the Grantee, along with costs incurred by the City in its performance, within ten days of Grantee’s receipt of reimbursement from FDEP or 180 days from the project’s completion.

The City agreed to the repayment of these funds, plus any costs the City incurred during the performance of this agreement once Save Crystal River was in receipt of reimbursement by FDEP. The City advanced SCR a total of \$133,122.84 for this project during the period of August 18, 2016 and November 18, 2016. Staff incurred costs totaling \$6,924.40 for processing the agreement, monitoring the progress of the restoration projects and processing of payment. Finance invoiced SCR in June, 2017 a total of \$140,047.24 for reimbursement of the advance, plus the allowable administrative costs. As of the last Council meeting, SCR had reimbursed for the total advance, resulting in a balance consisting of the administrative costs of which Mr. Lamb is now looking for a waiver.

Friday, January 19, 2018 the City received payment of the \$6,924.40. Save Crystal River staff agreed to pay the outstanding balance; they noted their organization really needed the \$50,000 and understood they may not be reimbursed. Finance agreed payment would be processed within the next check run set for January 18, 2018.

Staff Recommendation: Staff does not recommend waiver of the administration costs due the City as such costs were approved by FDEP within the grant under Task 11 and SCR and the City agreed to reimbursement of these costs per Item #3 of their agreement. These costs were reasonable and within the grant guidelines.

End of Agenda Sheet]

Michelle Russell provided a brief overview of the item and request from last meeting. Council member Gudis spoke in favor of the request.

Motion to approve waiver of City administrative fees associated with Phase 1 funding for the Kings Bay Restoration Project completed by Save Crystal River was made by Council member Gudis; seconded by Vice Mayor Brown.

Vice Mayor Brown spoke in favor of the request and inquired about legal fees referenced in the itemized financial detail provided to Council members, noting benefits of improved communications. Concern was also expressed regarding the difference between and reimbursement of a waiver of a contractual obligation.

Amended motion to approve waiver reimbursement of City administrative fees associated with Phase 1 funding for the Kings Bay Restoration Project completed by Save Crystal River was made by Council member Gudis; seconded by Vice Mayor Brown.

Council member Holmes referred to the staff recommendation, noting that he would have been in favor of waiving legal fees. Mayor Farley spoke in favor of reimbursement and longtime city commitment to the organization and their projects.

Motion carried 4-0.

B. Motion to authorize city staff to negotiate purchase of Key Center Property on 148 NE 5th Street

Background: [Agenda Sheet **Requested Motion: Motion to authorize city staff to negotiate purchase of Key Center Property on 148 NE 5th Street.**

Summary: After Hurricane Hermine two buildings on NE 5th Street (the former United States Coast Guard Auxiliary location) were determined to be damaged beyond the fifty percent threshold established by FEMA. These properties totaling .77 acre were then transferred to the Key Training Center for their benefit. In total there are four and half lots and the two small damaged building structures. Key Training Center contacted the City a few months ago to determine if there was an interest in the properties for continued development

of the downtown. They had not yet completed a real estate appraisal and had a current price of \$125,000.00. Since the original meeting Key Training Center has received a completed real estate appraisal by Snell and Associates which has appraised the value at \$105,000.00.

The property adjoins a City paper road and the Cross Town Trail, with the 5th Street Parking Lot located across the street. In the Bayside Master Plan proposal for downtown this property is proposed for the new Creative Playground and Water Park. It could also be used for additional parking for the downtown area and access to the Cross Town Trail.

The Citrus County Property Appraiser shows the value of the property to be within 10% of the market analysis and presently yields no property taxes.

Staff Recommendation: Move forward with negotiations with the goal of purchasing the property for appraised value. End of Agenda Sheet]

Ms. Russell provided a brief overview of the item, noting strategic location and emphasizing that the request is for authorization to proceed. Mayor Farley spoke in favor of the purchase and opportunity. Vice Mayor Brown spoke in favor of the item, noting potential utilization of CRA funding for purchase. Council member Holmes commented on trees and structures on the parcel and needing attention and spoke in favor of the item. Council member Gudis spoke in favor of the item.

Motion to authorize city staff to negotiate purchase of Key Center Property on 148 NE 5th Street was made by Vice Mayor Brown; seconded by Council member Holmes. Motion carried 4-0.

10. CITY COUNCIL

11. COMMITTEE REPORTS

A. Mayor Farley

- *Waterfronts Advisory Board*

B. Vice Mayor Brown

- *Withlacoochee Regional Water Supply Authority* – Reported on discussion regarding continuation of Citrus County’s membership status (in reference to Commissioner Kinnard’s previous report regarding Citrus County contract with WRWSA), and assertion made that municipal representatives may not serve as officers.
- *Crystal River Main Street*- Reported on discussion regarding post office and century link properties, and though not in Main Street area, formal statement regarding stance on Three Sisters Springs management structure.

C. Council member Fitzpatrick

- *Metropolitan Planning Organization*

D. Council member Gudis

- *Tourist Development Council* – Reported on discussion on relaxing grant requirements, and upcoming tourism consultant report.
- *Library Governing Advisory Board*
- *Florida League of Cities*
- *Citrus County Community Charitable Foundation Board*- Reported on the availability of 4 million in grant funding for health related non-profits and hopes that mental health will be a focus.

E. Council member Holmes

- *Keep Citrus County Beautiful*- City Clerk Fink reported on annual meeting that included officer elections, discussion on taking on Save Our Waters Week, and upcoming Annual Kids Fishing Clinic at the Fort Island Trail Park on 2/25/18.
- *Springs Coast Steering Committee*- Reported on discussion regarding upcoming projects including Indian Waters sewer expansion.

12. COMMUNICATIONS

Mayor Farley reported on high volume of form letters received regarding Three Sisters Springs management structure.

Vice Mayor Brown noted that form letters may be considered piece of communication. Vice Mayor Brown then addressed the Friends of the Crystal River National Wildlife Refuge to clarify information circulating regarding Council's intentions for the property, discussed recent open house event, the need for mutual respect and communication of facts, noting volunteer's obligation to represent the city in a positive way or risk removal from the property.

To the Friends – good people- it is never intention to have a waterslide or zip line on the property- discussed open house event- overheard volunteers saying city would be installing those if they took over- be truthful, honest- show mutual respect- people calling – saying stupid or greedy- any person on official duty is obligated to represent the city in a positive life- they will be removed if caught- move forward having mutual respect- no need to miscommunicate and getting people riled up-

Council member Holmes reported on an invitation via email to submit an editorial to the Chronicle.

Council member Gudis noted that his upcoming meeting to discuss management plan proposals with Ms. Palmer will also include City Manager Burnell.

13. COUNCIL MEMBER REPORTS

A. Mayor Farley

B. Vice Mayor Brown- Discussed the need for consistency and uniformity among pedestrian crosswalks, noting a crosswalk at 3rd St and 2nd Ct., and recommended staff develop a policy. Consensus reached for staff to move forward.

C. Council member Fitzpatrick

D. Council member Gudis reported on attendance to the annual Citrus County Leadership Summit, priority of cleaning waterways and discussion held regarding the need for a mental health crisis facility, noting the possibility of N.A.M.I. utilizing city office space.

Vice Mayor Brown reported on Leadership Summit and discussion on topics including economic growth, environment and education, while commending Council member Gudis for focusing the discussion on mental health needs.

E. Council member Holmes

14. PUBLIC INPUT

(Five Minute Time Limit)

Dee Atkins- Inquired about the role of WRWSA and if other avenues existed for the City to have a voice in water transfer issues. Vice Mayor Brown provided clarification regarding WRWSA's mission and authority.

Tom Gotterup- 6083 W Fairhope Ct- In response to Vice Mayor Brown's comments regarding the Friends of the Crystal River National Wildlife Refuge, discussed differing opinions, the need to listen and all of the accomplishments made by USFWS thus far. He also discussed sequestration impacts and spoke on behalf of Refuge Manager Joyce Palmer expressing hope for a fair and equitable resolution to existing issues.

Jack Huegel- 743 SE 1st Ct- Discussed a recent Chronicle advertisement funded by the Friends of the Crystal River National Wildlife Refuge regarding future management of Three Sisters Springs, noting that USFWS management role was experimental, expressing concerns with some of the data and figures cited in the ad, and encouraged consideration of other partners like SWFWMD. He commended city management efforts, expressed concerns regarding a petition distributed on the property by Friends volunteers during Refuge Days, and recalled a previous Refuge Manager's assertions made regarding authority related to the property.

15. ADJOURNMENT

Mayor Farley adjourned the meeting at 8:15 pm

ATTACHMENT "A"

State of the City

The State of the City is overall excellent. 2017 was a pivotal year for Crystal River, a year that brought several things that were coalescing into focus for the future. Breaking ground on the Riverwalk was a game changer, a project that will unite the waterfronts and the developing downtown into a whole. 2017 was a good year for Crystal River that segues into 2018. Here are the highlights:

Riverwalk

For decades residents and city officials talked and dreamed about a Riverwalk in Crystal River, a beautiful boardwalk on the edge of the bay where visitors and residents alike could stroll, relax, and enjoy the closeness to nature. But, for decades, nothing meaningful was accomplished. All that has changed. The Riverwalk project became a reality in April of 2017 when workers broke ground on Phase 1, the landward portion. So far 2577 lineal feet have been finished and all of Phase 1 will be completed by February 2, 2018. Jack Dumas is coordinating day-to-day operations with the contractor and property owners. Because of bureaucratic red tape, funding from the BP settlement will not be available until Spring of 2019 for the beginning of Phase II, the waterfront portion of the Riverwalk. When completed late in 2019, the Riverwalk will form a walkable connection between the bay and all the downtown businesses.

Businesses

Seafood Sellers, which formerly was in the Mall, has a building unit in Kings Bay Plaza and moved in. It has proved extremely popular.

The former Fat Cats restaurant on South Citrus was badly damaged by Hurricane Hermine. A new owner has redeveloped it from the inside out and reopened it as the Hardwood Smokehouse. It too was a success from the start.

The already extremely popular Norton's Riverside Sports Bar & Grill expanded its outside deck area to accommodate more customers.

Th Hardwood Smokehouse, and Norton's, as well as Vintage on Fifth and Burke's of Ireland have brought a vibrant nightlife to downtown Crystal River.

Main Street Crystal River and the downtown businesses have initiated an event called Sip & Stroll which encourages people to visit more businesses and is improving the synergy among those businesses.

ABC liquor store completed its rebuilding. It is now more spacious, more modern, and includes new features, such as a wine tasting station and a growler refilling station.

Three Sisters Springs

The City currently has 12 full or part-time employees devoted to Three Sisters Springs, not including Park Rangers, Marine Patrol, or clerical duties.

2017 was the first year the site remained open year-round. City personnel staffed the refuge and the Welcome Center and trolley service was provided three days a week. The City purchased the trolley in 2017 to reduce operational costs incurred by leasing.

The City is currently working through Talahassee to obtain capital funds for the refuge.

The Park Rangers began conducting nightly security checks of the parks, as well as trash removal.

Three Sisters and the manatees are the driving force for the enormous growth of tourism in Crystal River.

There are disagreements with U.S. Fish and Wildlife that are under discussion, but currently unresolved.

The Kings Bay Restoration Project

Save Crystal River, in partnership with the City, continues cleaning up the waterways and bringing back the ecosystem. Here are the top five outcomes from the project this past year:

15.45 acres of canals have been restored since the beginning of the project.

73% dissimilarity in structure between restored and unrestored canals according to an independent review of the biological habitat. The report concluded that the restored and unrestored canals were statistically different in every measurable way.

78 new spring vents have been opened this year alone, including the small bubblers.

93% eelgrass plant survival rate for the Kings Bay Restoration Project. As a point of reference, the global success rate is about 50%.

5 million eelgrass plants have sprouted from 1800 planted two years ago in the pilot project phase.

We thank Save Crystal River for their ongoing success in restoring our waterways and look forward to continuing to support their efforts.

Utilities

U.S. Waters finished its first year of Utility Services for the Water and Sewer Enterprise Fund. They have made important operational improvements related to these systems. There was a concern that lead and/or copper may be contaminating the water system. They did a thorough investigation and determined that there was no contamination issue. They also got the fire supply water system redefined and labeled for fire safety. Water loss is being investigated to determine the source or sources, and replacement of large water meters is being addressed. The entire wastewater plant was brought back on line and the systems have been balanced to provide efficient and economical operation.

During Hurricane Irma 75% of all City lift stations went down due to power loss. In response, Public Works applied for a mitigation grant to acquire 33 backup lift station pumps that can continue running even during power failures. This is a 2.6 million dollar, 75/25 % grant.

Festivals

City festivals continue to draw large crowds of attendees. In 2017 the Pirate Festival drew an estimated 5000 people even though the weather was very hot. City staff is looking for a date during a cooler time of year to reschedule it going forward. The Christmas Tree Lighting/Grinchmas Festival drew 6000-7000 revelers. It has become the largest City sponsored festival. The Stone Crab Jam attracted an estimated crowd of 11,000. The Manatee Festival was also a success. While there is no reliable way to estimate the size of the Christmas Parade crowd, some of the volunteers who traditionally work it say it has been growing every year.

Hurricane Hermine Update

While Hurricane Hermine is long gone, the damage she did is still being felt. To date 12 homes have been demolished, 15 homes with over 50% damage are awaiting final determination, and 8 new homes are in differing stages of construction.

City Hall

Council and staff have recognized that City Hall is aging infrastructure that is prone to flooding. A decision was made to explore options for relocating and/or rebuilding. At the urging of the Chamber of Commerce, the Crystal River Area Council, and Main Street Crystal River, the City Council decided to focus on the Southwest corner of Citrus Avenue and Highway 19 by commissioning a feasibility study to determine whether that location is workable and suitable. A good deal of misunderstanding and conjecture ensued, with some believing the City has already made the decision to build there. That is not the case. The City will do nothing pending the results of the feasibility study. Two other locations that are possibilities are the Mall and the present location, set farther back and higher up.

Finances

Crystal River continues to enjoy a strong financial position. The General Fund has over \$100,000 in positive net position, and \$3, 707, 913 in unrestricted reserves. In addition, FEMA owes the City \$300,00 for storm cleanup reimbursement. Revenue from parking meters has increased to \$110,000 in FFY 2017. That is more than enough to pay for the Park Ranger program.

Summary

Crystal River is continuing to reinvent itself. Today the main draw for tourism is Three Sisters Springs and the manatee. Tomorrow it might be the Riverwalk and its connection to a vibrant downtown. Certainly, there are challenges ahead. Like everywhere else the marketplace is changing. Brick and mortar stores are closing and being replaced by internet shopping. Crystal River, Inverness, and the county, as well as Main Street Crystal River recognize that and are in the early stages of developing mutual strategies to address the problem of vacant and deteriorating buildings. Ours is a small city, but one with spirit, sound fiscal health, and a vision for the future. And that future looks bright for Crystal River.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: February 12, 2018

Agenda Item Number: 5B

Requested Motion: Motion to approve the road closure and waiver of open container request for St. Patrick's Day on Citrus Avenue on Saturday, March 17, 2018.

Summary: The Special Events Coordinator is requesting permission to close Citrus Avenue to hold an all-day St. Patrick's Day event. The closure will be from Highway 19 to NE 5th Street and NE 5th Street from Citrus Avenue to NE 1st Avenue. This year they are proposing a waiver of open container to allow patrons to leave the restaurants and bars included in the road closure area with drinks and enjoy the festivities outside. The bars will be required to have the alcohol that leaves their premises in a special cup for the event. All alcohol sales will be from established venues only.

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	St. Patrick's Day on Citrus Avenue		
DATES OF CLOSURES	March 17, 2018		
	From	From	From
TIMES OF CLOSURES	12:00am	11:00pm	
<i>Include set up and breakdown in dates and times</i>			
REQUESTED ROAD #1	Citrus Avenue		
START	Highway 19		
END	NE 5th Street		
REQUESTED ROAD #2	NE 5th Street		
START	Citrus Avenue		
END	NE 1st Avenue		
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	
# Requested	
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.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: February 8, 2018

Agenda Item Number: 5C

Requested Motion: Motion to approve the Agreement for Services and Material for Municipal Election between the Citrus County Supervisor of Elections Office (SOE) and the City of Crystal River (City) at a cost of \$1,000.

Summary: During election years the City contracts with the Supervisor of Elections Office to facilitate the municipal elections for the City of Crystal River. The "Agreement for Services and Material for Municipal Election" stipulates the responsibilities of each party to ensure a smooth process in providing the services and necessary materials for the 2016 Primary and General elections. The total contract amount is \$1,000, and has not increased in several years.

The Council Chamber is the designated polling place for Precinct No. 105, and will be utilized on the following dates:

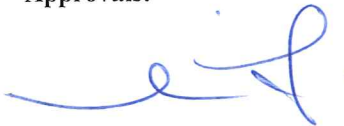
Primary Election.....August 28, 2018
General ElectionNovember 6, 2018

Funding Information:

Project Cost:	\$1,000.00
Funding Source:	001-01512-49004 (Payment-Other Govt.)
Amount Available:	\$1,000.00

Finance Department Approval: Michelle Russell

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

ATTACHMENT: Agreement for Services and Material for Municipal Election

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

**AGREEMENT FOR SERVICES AND MATERIAL
FOR MUNICIPAL ELECTION**

Election Name: **CITY OF CRYSTAL RIVER**

Election Date: **November 6, 2018**

Book Closing Date: **October 9, 2018**

Qualifying Period: 12:00 Noon, Monday, August 6, 2018 to
12:00 Noon, Friday, August 10, 2018

Logic & Accuracy Test: Friday, October 19, 2018; Time: 8:30am

Poll Worker Training: As assigned by the SOE

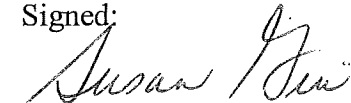
Parties to Agreement: Citrus County Supervisor of Elections Office, **(SOE)**
City of Crystal River **(City)**

1. Candidate qualifying is the responsibility of: Crystal River City Clerk. Verification of signatures on qualifying petitions will be performed by SOE at a charge of .10 (ten) cents per signature petition, to be paid to the Supervisor of Elections by the candidate. The last day to submit petition for verification is by noon on July 9, 2018. City is to remind qualifiers to get petitions in early or run the risk of not having enough signatures by deadline.
2. SOE will provide City access to the recommended materials for candidates and political committees. City to notify candidates and political committees of date and time for Logic and Accuracy test.
3. City responsible for Legal Advertisement per city charter.
4. SOE will design ballot for City approval and place order for printing.
5. Written approval of ballot proof from City within 24 hours.
6. Date candidates for ballot and loyalty oaths due to SOE: After 12:00 Noon on Friday, August 10, 2018.
7. SOE will provide all materials and services for the General Election, i.e.: ballots, Vote by Mail Ballots, and Early Voting staff for the General Election. Legal advertising of Sample Ballots, Logic and Accuracy Test, and Canvassing Board Schedule will be the responsibility of the SOE.

8. SOE to process Vote by Mail ballot requests and Vote by Mail ballots.
9. SOE is responsible for the scheduling and training of all poll workers and elections day assignments.
10. The Crystal River City Hall will be a polling place for the General Election.
11. The November 6, 2018, General Election will be canvassed by the County Canvassing Board.
12. The City shall pay the SOE an amount of \$1,000.00 for said services. The City would be financially responsible for payment if the city races require an extra ballot. The payment would be approximately \$.275 cents per ballot times the amount of City voters plus Vote by Mail and early votes.

Special Notes: _____

Signed:



Susan Gill, Supervisor of Elections

Date 1/22/18

Jim Farley, Mayor

Date _____

Mia Fink, City Clerk

Date _____

George Angeliadis, City Attorney

Date _____

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: February 12, 2018

Agenda Item Number: 5D

Requested Motion: Motion to approve a special event permit and waiver of open container submitted by Florida State Ducks Unlimited for their wild game cookout event.

Summary: The Florida State Ducks Unlimited is requesting permission to use the pavilion at Kings Bay Park for their wild game cookout on April 27, 2018 from 3:00-10:00pm. The group holds their annual conference at the Plantation and wants to expand their cookout to another waterfront area of Crystal River. The event is a family style picnic involving grills and cooking. The group is requesting a waiver of open container to be able to bring in their own alcohol for the event, there will be no sales of alcohol and a CCSO Deputy will be hired.

Staff Recommendation: Staff recommends approval.

Funding Information:

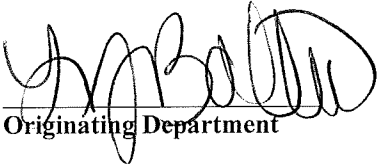
Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Special Events Permit

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

APPLICANT INFORMATION	
ORGANIZATION NAME	FL STATE DUCKS UNLIMITED
CONTACT PERSON #1	CHUCK BOHAC
TITLE	STATE CHAIR
ADDRESS	5217 81 ST N #5 ST. PETERSBURG, FL 33709
PHONE NUMBERS	727 455 8501
E-MAIL ADDRESS	CHUCK.BOHAAC@TAMPABAY.RR.COM
CONTACT PERSON #2	BRETT BAINTEK
TITLE	SENIOR REGIONAL DIRECTOR
ADDRESS	5524 CHENAVLY AVE ORLANDO, FL 32839
PHONE NUMBER	407 851 1411
E-MAIL ADDRESS	BBAINTEK@DUCKS.ORG
ORGANIZATION WEBSITE	WWW.DUCKS.ORG
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	LIBERTY ENS. CORP.
POLICY NUMBER	TB7-291-464801-035
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	FL DU STATE CONVENTION WILD GAME COOKOUT
TYPE OF EVENT	PICNIC
EVENT DATE(S)	APRIL 27, 2018 APRIL 27, 2018
EVENT TIMES	3:00 PM 10:00 PM
EVENT DATE(S)	
EVENT TIMES	
EVENT LOCATION	KINGS BAY PARK
ADDRESS	268 NW 3 RD ST CRYSTAL RIVER, FL
DESCRIPTION OF EVENT	FAMILY STYLE PICNIC, START COOKING ABOUT 3:00 PM, ATTENDEES START ARRIVING ABOUT 5:00 AND ABOUT 100 WILL COME & GO BETWEEN 5 & 10 PM ALCOHOL WILL BE SERVED BUT NOT SOLD

# OF PEOPLE EXPECTED	100 - 125			
FEES INVOLVED N/A	ENTRANCE	\$	DONATION	\$
	VENDOR	\$	BOOTH	\$
	OTHERS	\$		
PROCEEDS BENEFIT				
OPEN TO THE PUBLIC	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
FOOD SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
ALCOHOL SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
REQUESTING OPEN CONTAINER WAIVER	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
MERCHANDISE VENDORS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MUSICIANS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

EVENT SERVICES			
REQUESTING CITY PROPERTY FOR EVENT	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If yes, list property name and address below
	PROPERTY ADDRESS	KINGS BAY PARK 268 NW 3RD ST.	
REQUESTING ELECTRIC FROM CITY SITES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
LOCATION(S)	OUTLETS EXISTING ON SHELTER SUPPORT POLES		
WASTE PLAN	APPLICANTS WILL DUMP WASTE IN CITY DUMPSTER		
WASTE HAULER	CITY CONTRACTOR		
RESTROOM FACILITIES	<input type="checkbox"/> ON PROPERTY	<input type="checkbox"/> PORTABLE FACILITIES	
	If portable, Company name		
# OF RESTROOMS		# OF HANDICAPPED	
SECURITY	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If alcohol is served, CCSO must be hired
SECURITY COMPANY	COUNTY SHERIFF		
# OF PERSONS	1		
PARKING LOCATION(S)	1.		
	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			

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.
✓	501 (c) 3 Determination letter- <i>if applicable</i>
X	Liquor license
X	Signed documentation of contact with businesses and/or residents directly impacted by event. Private property letter of consent
X	Road closure request form
X	Signage request (outside of code ordinance)
✓	Meeting with City staff if required
X	Additional parking location letter(s)
X	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

FLORIDA STATE DUCKS UNLIMITED

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

WILD GAME COOK OUT AT KINGS BAY PARK

to be held on the 27th day of APRIL, 2018 until the
day of _____, 20____, during the hours of

3:00 PM - 10:00 PM

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: JAN 26, 2018

Permittee: FLORIDA STATE DOCKS UNLIMITED
(Name of Organization)

Signed By: Charles B Bohac
(Contact person)

Print Name: CHARLES B BOHAC

Print Title: STATE CHAIRMAN

City of Crystal River

Signed By: [Signature]
(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.

Charles B. Bohac
Signature

JAN 26, 2018
Date

CHARLES B BOHAC
Printed Name

Address: 5217 81 ST. N, #5

Telephone: 727-455-8501

ST PETERSBURG, FL 33709

E-mail: CHUCK.BOHAC@TAMPABAY-RR.COM

Office Use Only



Date Received: JAN 30 2018 By: _____

Via: E-mail Fax In Person Mail

Office Use Only

City Staff Approval

[Signature]
#0436

01/31/18

Sherriff's Department

Date

[Signature]

2/7/18

Fire Department

Date

[Signature]

2-6-18

Community Planning

Date

Waterfronts Manager

Date

[Signature]

2/6/18

Public Works

Date

[Signature]

1.30.18

Special Events

Date

City Manager/City Clerk

Date

Council Date: _____

Approved _____

Denied _____



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621893C-7	01/31/2018	01/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

DUCKS UNLIMITED INC
1 WATERFOWL WAY
MEMPHIS TN 38120-2350

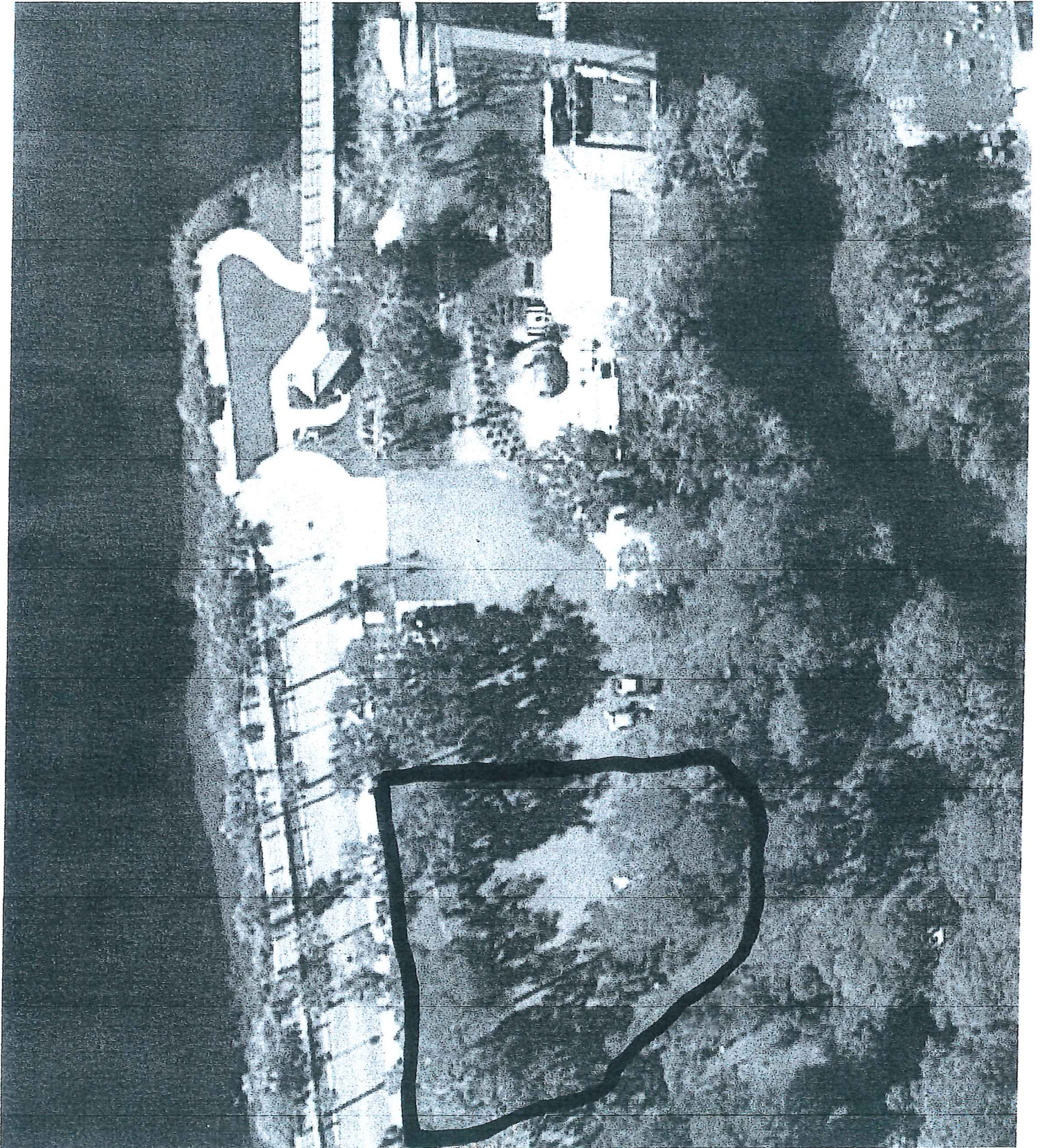
is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

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.



CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: February 12, 2018

Agenda Item Number: 5E

Requested Motion: Motion to approve the scheduling an FY 2019 Budget Workshop for Thursday, March 29, 2018 at 1:00 p.m. to be held in the Council Chambers.

Summary: Traditionally, Council holds their first Budget Workshop prior to the April Council meeting. All Councilmembers have been contacted and a quorum is available for this time and date.

Staff Recommendation: Approval of the meeting for the date listed above.

Funding Information:

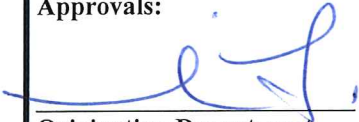
Project Cost: _____

Funding Source: _____


Amount Available: _____

Finance Department Approval: _____

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 an **FY 2019 BUDGET WORKSHOP** has been scheduled for **Thursday, March 29, 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: February 12, 2018

Agenda Item Number: 5F

Requested Motion: Motion to schedule an Executive Session to discuss labor negotiations for Thursday, June 28th 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 schedule 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 majority has indicated availability for the proposed time and date.

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

Funding Information:

Project Cost: NA

Funding Source: _____

Amount Available: _____

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Public Notice

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

PUBLIC NOTICE

An **Executive Session** will be held in the City Manager's Office, Crystal River City Hall, 123 NW Highway 19, Crystal River, FL on **Thursday, June 28th, 2018 at 1:00 p.m.** This meeting will be attended by the Mayor and City Council for the City of Crystal River with the City Manager and Finance Director. The purpose of the meeting is to discuss **Labor Negotiations**. This meeting is not open to the public. This meeting is conducted in compliance with Florida Statute 447.605(1).

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: February 12, 2018

Agenda Item Number: 7A

Requested Motion: Motion to approve Ordinance 18-O-02 providing for *land use* amendment changing 3.67 acres from High Density Residential (HDR) to Highway Commercial (HC) on first reading and setting the Final Public Hearing for February 26, 2018.

Summary:

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

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

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

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

Staff Recommendation: Approval

Funding Information:

Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments: Staff Report
Ordinance No. 18-O-02

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



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



I. Project Description:

1113 SE US Highway 19

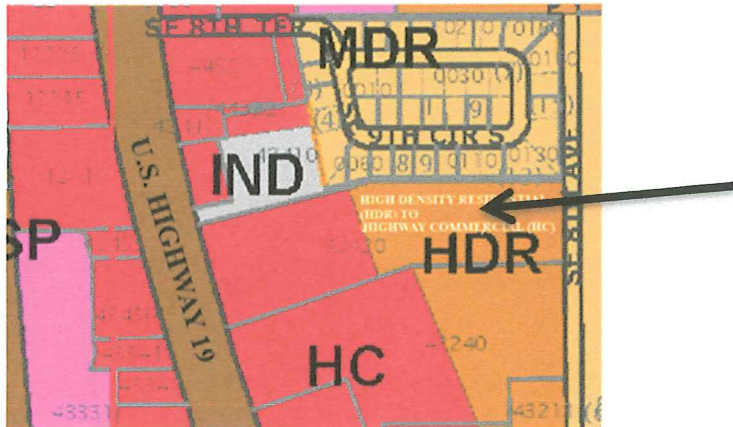
Petitioner & Property Owner:

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

Request:

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

FLUM CHANGE REQUEST



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

ZONING CHANGE REQUEST



II. **Site Data:**

Existing Use:

Vacant Commercial

Proposed Use:

Retail

Parcel Alt Key: 1089514

Parcel Size - 3.67 acres (MOL)

For Surrounding Land Uses

- North – Residential Subdivision
With 15' buffer dedicated to the City of Crystal River
As part of the Paradise Gardens Plat (see atth)
- South – Vacant Residential (Split Zoning)
- East – Commercial
- West - Crystal River Village MH Park



Proposed Use:

Commercial Retail

III. Applicable Comprehensive Plan Provisions:

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

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

Staff Analysis:

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

ORDINANCE 18-O-02

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

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, Ag Pro Real Estate Investments, LLC., owner, are requesting an amendment to the Future Land Use Element of the City's Comprehensive Plan, changing 3.67 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 *January 18, 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 3.67 acres (MOL) of property, owned by Ag Pro Real Estate Investments, LLC, 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:

BEG AT A MONUMENT ON E LINE OF SW1/4 OF NW1/4 BEING 164.35 FT S OF NE CORNER OF SW1/4 OF NW1/4, THENCE N 89 DEG 18M W 593.19 FT, TH S 76 DEG 52M W 536.96 FT TO A MONUMENT ON THE EASTERLY R/W OF US HWY19, THENCE SOUTHERLY ALONG R/W 325 FT TO MONUMENT, THENCE N 72 DEG 11M E 594 FT TO CONCRETE MONUMENT, THENCE S 89 DEG 18M E TO E BOUNDARY OF SW ¼ OF NW 1/4, THENCE N ALONG E BOUNDARY OF SW 1/4 OF NW 1/4 ALL BEING IN THE SW ¼ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18S, RANGE 17E, TO POB DESC IN OR BK 311 PG 39

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 _____

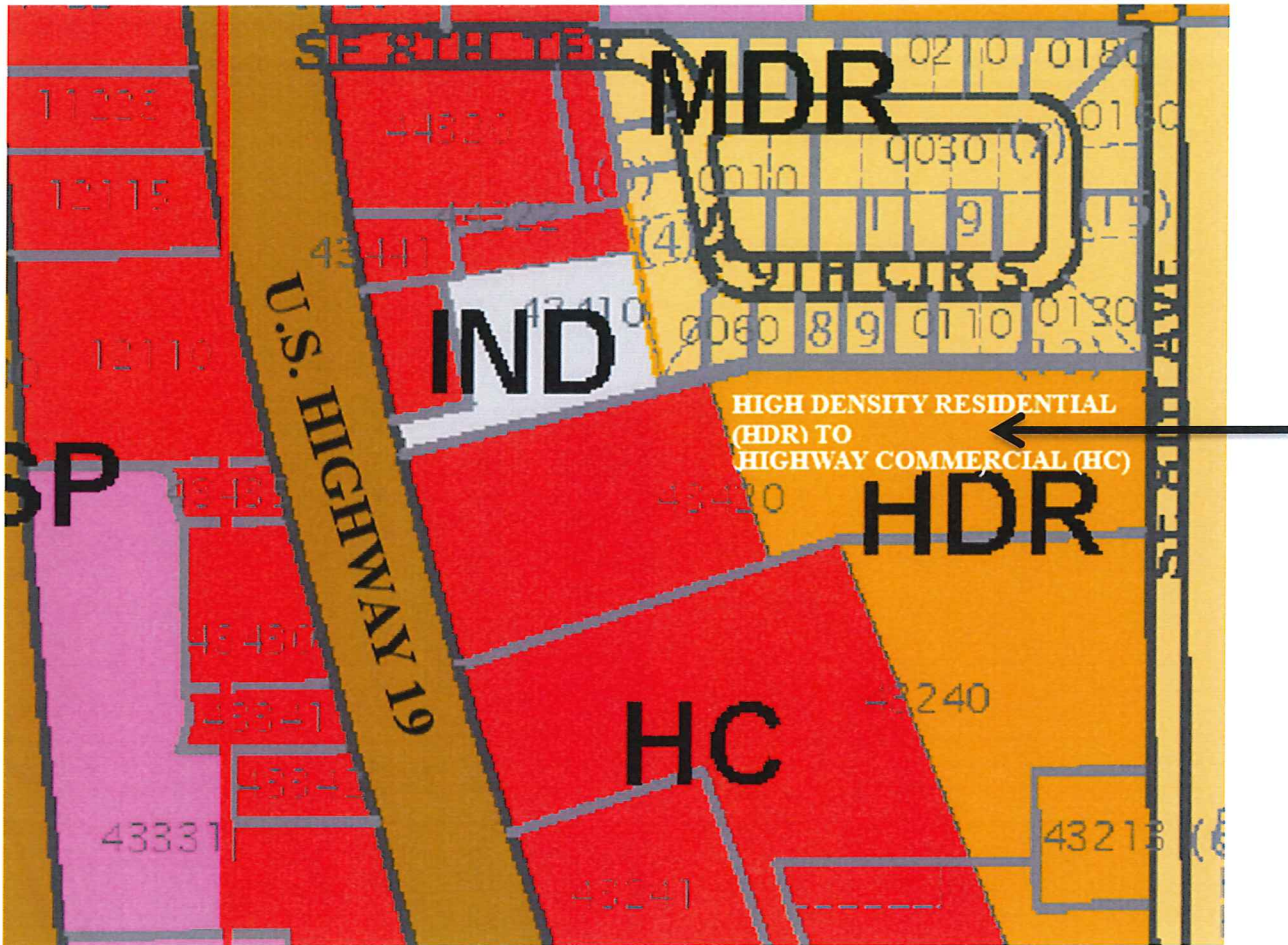
Fitzpatrick _____

George G. Angeliadis, City Attorney

EXHIBIT "A"

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

FLUM CHANGE REQUEST



CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: February 12, 2018

Agenda Item Number: 7B

Requested Motion: Motion to approve Ordinance 18-O-03 providing for *Zoning* amendment changing 3.67 acres from High Density Residential (R-3) to High Intensity Commercial (CH) on first reading and setting the Final Public Hearing for February 26, 2018.

Summary:

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

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

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

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

Staff Recommendation: Approval

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-03

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE 18-O-03

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

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:

BEG AT A MONUMENT ON E LINE OF SW1/4 OF NW1/4 BEING 164.35 FT S OF NE CORNER OF SW1/4 OF NW1/4, THENCE N 89 DEG 18M W 593.19 FT, TH S 76 DEG 52M W 536.96 FT TO A MONUMENT ON THE EASTERLY R/W OF US HWY19, THENCE SOUTHERLY ALONG R/W 325 FT TO MONUMENT, THENCE N 72 DEG 11M E 594 FT TO CONCRETE MONUMENT, THENCE S 89 DEG 18M E TO E BOUNDARY OF SW ¼ OF NW 1/4, THENCE N ALONG E BOUNDARY OF SW 1/4 OF NW 1/4 ALL BEING IN THE SW ¼ OF THE NW ¼ OF SECTION 27, TOWNSHIP 18S, RANGE 17E, TO POB DESC IN OR BK 311 PG 39

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:

George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Brown _____

Gudis: _____

Holmes: _____

Farley _____

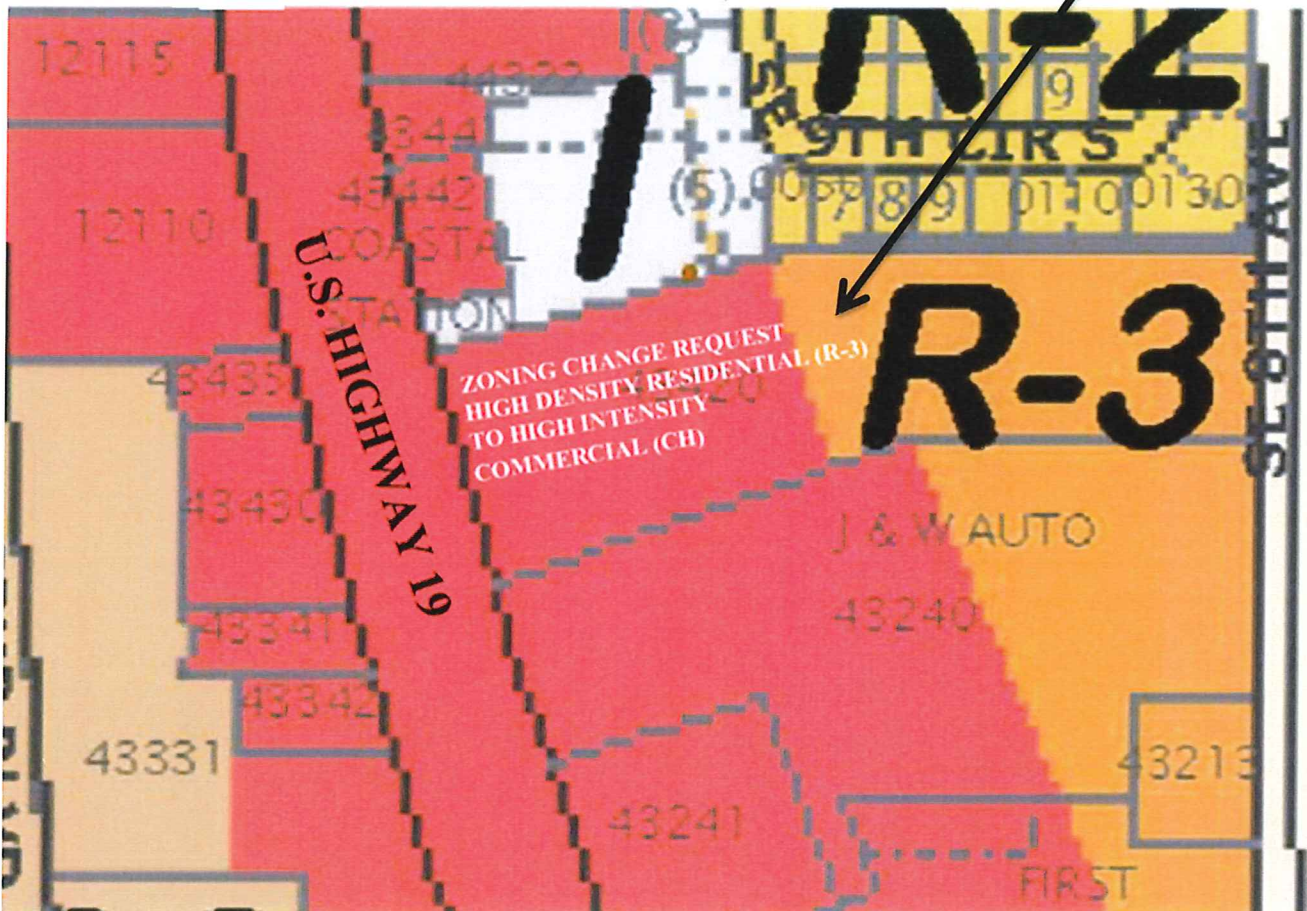
Fitzpatrick _____

EXHIBIT 'A'

Existing Zoning- High Density Residential (HDR) (3.67 Acres)

Proposed - High Intensity Commercial (CH)

ZONING CHANGE REQUEST



CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: February 12, 2018

Agenda Item Number: 9A

Requested Motion: Motion to adopt Resolution #18-R-13 appropriating an additional \$159,337.19 for the US-19 widening utility relocation project and approve a Three Party Escrow Agreement with the FDOT and State of Florida to fund the project.

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

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

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

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

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

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

The new total to be deposited is \$784,337.19 which requires a budget amendment for an additional \$159,337.19. FDOT has advised the funds must be deposited in an escrow account with the Comptroller's Office by February 21, 2018.

Staff is requesting approval of the additional funds and of the Three Party Escrow Agreement through Resolution #18-R-13.

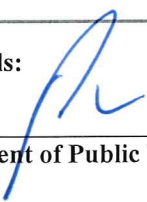
Staff Recommendation: Approval of the additional funds and of the Three Party Escrow Agreement through Resolution #18-R-13.

Funding Information:

Project Cost:	\$ 784,337.19
Funding Source:	403-43642-63034-17-01 (W&S CIP Improvements – Indian Shores Sewer Expansion Project)
Amount Available:	\$ 245,000.00
Funding Source:	403-43650-63000-1343B (W&S CIP Improvements – US19 Widening Utility Relocation)
Amount Available:	\$ 350,000.00
Funding Source:	403-43650-31000-1343B (W&S CIP Professional Svc. – US19 Widening Utility Relocation)
Amount Available:	\$ 275,000.00

Finance Department Approval: Michelle Russell

Approvals:


Department of Public Works


City Manager

City Attorney (if applicable)

Attachment: Resolution #18-R-13 (includes UWHCA Master Agreement, Utility Work Change Order No. 1, and Three Party Escrow Agreement)

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

RESOLUTION NO. 18-R-13

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

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

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

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

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

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

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

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

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

VOTE OF COUNCIL:
Farley _____
Brown _____

George G. Angeliadis, City Attorney

Holmes _____
Fitzpatrick _____
Gudis _____

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 9611

Post Date: 02/12/2018

Entered By: MRUSSELL

Entry Date: 02/07/2018

Journal: BA

Description: US19 WIDENING UTILITY RELOCATION \$ TRFR

GL #	Description	DR	CR
403-43650-63000-1343B	Res #18-R-13 - US 19 Widening Utility Re	159,337.19	
403-43642-63034-17-01	Res #18-R-13 - US 19 Widening Utility Re		159,337.19
	Journal Total:	159,337.19	159,337.19

APPROVED BY: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)

Form No. 710-010-64
UTILITIES
11/14

THIS AGREEMENT, entered into this 22 day of September, year of 2017 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and City of Crystal River, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns, or may in the future own, certain utility facilities which are or may in the future be located on any public roads or publicly owned rail corridors, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, engages in projects which involve constructing, reconstructing, or otherwise changing public roads and other improvements located on public roads or publicly owned rail corridors, hereinafter referred to as either the "Project" or "Projects"; and

WHEREAS, the Projects may require the location (vertically and/or horizontally), protection, relocation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement, may be entitled to be reimbursed for some of the Utility Work and may, under the law of the State of Florida, be obligated to perform other Utility Work at the UAO's sole cost and expense; and

WHEREAS, the FDOT and the UAO have authority to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Projects; and

WHEREAS, the FDOT and the UAO desire to enter into a master agreement which establishes the terms and conditions under which the Utility Work, both for Utility Work to be reimbursed and for Utility Work to be performed at the sole cost and expense of the UAO, will be performed by the FDOT's highway contractor for any particular project and eliminates the need for an individual agreement on each Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. **Implementing Projects**

In the event that the FDOT determines that Utility Work may be necessary for any Project, the following procedure shall apply to implementing the arrangement to have the Utility Work performed by FDOT's highway contractor for that Project, provided that the UAO and the FDOT may mutually agree to combine or eliminate all or any portion of this procedure on any Project:

a. **First Contact.**

(1) The FDOT shall send a written notice to the UAO specifying the applicable Project, offering to implement a joint arrangement for the project, providing the FDOT's then current plans for the Project, specifying the current percentages for the Allowances as defined in Subparagraph 3. d. that the FDOT requires at that time, and specifying the return date by which the UAO must comply with Subparagraphs 1.a.(2), (3) and (4).

(2) The UAO shall, by the date specified by the FDOT in the written notice, respond in writing to the FDOT's offer to implement a joint arrangement, stating whether the UAO desires to implement a joint arrangement or not for the particular Project, specifying what Facilities the UAO does not want to include in the joint arrangement, specifying what inspection and testing activities the UAO desires to have the FDOT perform under Subparagraph 2.e., and specifying the desired method of deposit for funds paid by the UAO under Subparagraph 3.e. Deposits of less than \$100,000.00 must be pre-approved by the FDOT Comptroller's Office.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)

Form No. 710-010-64
UTILITIES
11/14

- (3) In the event that the UAO timely indicates that it desires to implement a joint arrangement, the UAO, shall also return a copy of the FDOT's plans on which the location of the existing Facilities is marked or verified to FDOT's satisfaction. The UAO shall also mark which of the Facilities the UAO believes are reimbursable under this Agreement.
 - (4) If the UAO believes that the Utility Work is reimbursable under this Agreement, the UAO shall, by the date specified by the FDOT in the written notice, also return documentation of the basis for entitlement to reimbursement under the provisions of this Agreement, and a preliminary estimate of the cost for the Utility Work. Failure to timely return such documentation shall make the Utility Work not reimbursable.
 - (5) After receipt of the documents required by Subparagraphs 1. a. (2), (3) and (4), the FDOT shall send a notice to the UAO confirming the implementation of the joint arrangement, and confirming the FDOT acceptance of the items specified by the UAO under Subparagraph 1.a.(2) above.
 - (6) If the UAO fails to respond timely as required above or declines to implement a joint arrangement for the Project, or if the FDOT does not accept the items specified by the UAO specified under Subparagraph 1.a.(2), this Agreement shall no longer apply to the Utility Work for that Project and the Utility Work for that Project shall be performed under a separate arrangement.
- b. Second Contact.
- (1) After confirmation of the implementation by the FDOT pursuant to Subparagraph 1.a.(5) above, the FDOT shall, at the appropriate time, send a notice to the UAO, along with an updated set of plans for the Project, specifying the time and place of a mandatory utility meeting.
 - (2) A representative of the UAO familiar with the Project and the Facilities shall attend the meeting and be prepared to discuss the Project and the design for the Utility Work. The representative shall bring to the meeting a copy of the FDOT's updated plans marked with any existing Facilities not accurately shown thereon and marked with a preliminary Utility Work design concept.
- c. Third Contact.
- (1) After the mandatory utility meeting, the FDOT shall, at the appropriate time, send the UAO:
 - (a) Additional updated FDOT plans for the Project;
 - (b) The FDOT's then current Utility Work Schedule form (said schedule to be used in the case of a bid rejection);
 - (c) If the Utility Work is reimbursable, the FDOT's then current utility estimate summary form;
 - (d) If not previously provided, a notice verifying eligibility for reimbursement or verifying that the Utility Work is not reimbursable;
 - (e) A notice specifying the return date by which the UAO must comply with Subparagraph 1.c.(2);
 - (f) A notice specifying whether a utility permit will be required for the Utility Work;
 - (g) A notice verifying the version of the Utility Accommodation Manual that will apply to the Utility Work;
 - (h) A notice verifying the stages for the Plans Package review under Subparagraph 1.c.7.;
 - (i) The current form of Three Party Escrow Agreement for deposit of funds referred to in Subparagraph 3.e.;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)

Form No. 710-010-64
UTILITIES
11/14

- (j) The instruction form then being used by the FDOT for providing direction in following this process; and
 - (k) Such other information the FDOT deems pertinent.
- (2) Within the time frame specified in this third contact notice, the UAO shall return to the FDOT a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the Plans Package). The cost estimate which is part of the Plans Package shall be separated into an amount for the Facilities which are reimbursable and those which are not.
 - (3) The Plans Package shall be in the same format as the FDOT's contract documents for the Project and shall be suitable for reproduction.
 - (4) Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
 - (5) The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
 - (6) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT for the Project.
 - (7) UAO shall provide a copy of the proposed Plans Package to the FDOT, and to such other right of way users as designated by the FDOT, for review at the following stages identified in the notices from the FDOT referenced above. Prior to submission of the proposed Plans Package for review at these stages, the UAO shall send the FDOT a work progress schedule explaining how the UAO will meet the FDOT's production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph 1.c.(2) above.
 - (8) In the event that the FDOT finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph 1.c.(7) above, the FDOT will notify the UAO in writing of the deficiencies and the UAO will correct the deficiencies and return corrected documents within the time stated in the notice. The FDOT's review and approval of the documents shall not relieve the UAO from responsibility for subsequently discovered errors or omissions.
 - (9) The FDOT shall furnish the UAO such information from the FDOT's files as requested by the UAO; however, the UAO shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any of that responsibility to the FDOT.
 - (10) The Facilities and the Utility Work will include all utility facilities of the UAO which are located within the limits of the Project, except as specifically indicated and agreed to by the parties in the notices referenced above. These exceptions shall be handled by separate arrangement.

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- (11) The UAO shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FDOT.

2. Performance of Utility Work

- a. The FDOT shall incorporate the Plans Package into its contract for construction of the Project.
- b. The FDOT shall procure a contract for construction of the Project in accordance with the FDOT's requirements.
- c. If the portion of the bid of the contractor selected by the FDOT which is for performance of the portion of the Utility Work which is not reimbursable exceeds the FDOT's official estimate for that portion of the Utility Work by more than ten percent (10%) and the FDOT does not elect to participate in the cost of that portion of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT's contract by notifying the FDOT in writing within ten (10) days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT's contractor.
- d. If the UAO elects to remove the Utility Work from the FDOT's contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT's standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT's contractor in constructing the Project.
- e. The UAO shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the activities identified in the notices sent pursuant to Paragraph 1. to be performed by, or on behalf of the FDOT and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FDOT procedures.
- f. Except for the inspection, testing, monitoring and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.
- g. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- h. The FDOT's engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT's engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT's engineer shall determine are necessary for the prosecution of the Project.
- i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT's contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the FDOT's contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FDOT.

3. Cost of Utility Work

- a. The Utility Work will be reimbursable under this Agreement when the Project is federal aid eligible pursuant to the provisions of Section 337.403(1)(a), Florida Statutes, when a written agreement incidental to a right-of-way acquisition process requires the FDOT to compensate the UAO for the costs of any subsequent relocation of the Facilities, or when the UAO holds a compensable land interest under Florida

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condemnation law in the existing location of the Facilities at the time of the Project. In any other circumstances, the Utility Work will be performed at the sole cost and expense of the UAO. Failure of the UAO to timely provide documentation of the basis for reimbursement as required by Subparagraph 1.a.(3) of this Agreement shall make the Utility Work not reimbursable.

- b. The UAO shall be responsible for all costs of the portion of Utility Work that is not reimbursable which the FDOT does not elect to participate in under Section 337.403(1)(b), Florida Statutes and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT's engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.
- c. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT's contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- d. At least thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids, the UAO will pay to the FDOT an amount equal to the portion of the FDOT's official estimate which is not reimbursable; plus the percentages established by the notice given under Subparagraph 1.a.(1) for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, and for administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said three amounts for mobilization, maintenance of traffic and administrative costs to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).
- e. Payment of the funds pursuant to this paragraph will be made directly to the FDOT for deposit into the State Transportation Trust Fund or as provided in the Three Party Escrow Agreement between UAO, FDOT and the State of Florida, Department of Financial Services, Division of Treasury as specified in the notices provided pursuant to Paragraph 1.
- f. If the portion of the contractor's bid selected by the FDOT for performance of the Utility Work which is not reimbursable exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding FDOT participation in the cost of the Utility Work and the UAO's election to remove the Utility Work from the Project, the UAO shall, within fourteen (14) calendar days from notification from the FDOT or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the FDOT to bring the total amount paid to the total obligation of the UAO for the cost of the Utility Work which is not reimbursable, plus Allowances and 10% Contingency Fund. The FDOT will notify the UAO as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the UAO is obligated under this Subparagraph 3.f. to pay an additional amount and the additional amount that the UAO is obligated to pay does not exceed the Contingency Fund already on deposit, the UAO shall have sixty (60) calendar days from notification from the FDOT to pay the additional amount, regardless of when the accepted bid is posted.
- g. If the accepted bid amount plus allowances and contingency for the non-reimbursable Utility Work is less than the advance deposit amount, the FDOT will refund the amount that the advance deposit exceeds the bid amount plus allowances and contingency if such refund is requested by the UAO in writing and approved by the Comptroller of the FDOT or his designee.

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- h. Should contract modifications occur that increase the UAO's share of total project costs, the UAO will be notified by the FDOT accordingly. The UAO agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the FDOT is sufficient to fully fund its share of the project costs. The FDOT shall notify the UAO as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- i. The FDOT may use the funds paid by the UAO for payment of the cost of the non-reimbursable Utility Work. The Contingency Fund may be used for increases in the cost of the non-reimbursable Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the FDOT will obtain the written concurrence of the person delegated that responsibility by written notice from the UAO. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the FDOT determines that the work is necessary, the FDOT may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the UAO shall, within fourteen (14) calendar days from notification from the FDOT, pay to the FDOT an additional 10% of the total obligation of the UAO for the cost of the Utility Work established under Subparagraph 3. f. for future use as the Contingency Fund.
- j. Upon final payment to the Contractor, the FDOT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the UAO for a period of three (3) years after final close out of the Project. The UAO will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the FDOT to the UAO in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the UAO will pay the additional amount within forty (40) calendar days from the date of the invoice. The UAO agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

- a. The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the FDOT's contractor provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the FDOT's contractor makes any claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the claim and the UAO will cooperate with the FDOT in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the UAO and the FDOT's contractor shall be in writing, shall be subject to written FDOT concurrence, and shall specify the extent to which it resolves the claim against the FDOT.
- d. The FDOT may withhold payment of surplus funds to the UAO until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the FDOT to the FDOT's contractor.

5. Out of Service Facilities

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No Facilities shall be left in place on FDOT's Right of Way after the Facilities are no longer active (hereinafter Placed out of service/Deactivated) unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The UAO acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The FDOT agrees to allow the UAO to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the UAO. In the event of a breach of this Agreement by the UAO, the Facilities shall be removed upon demand from the FDOT in accordance with the provisions of Subparagraph 5. e. below.
- c. The UAO shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the UAO to use due care in its dealings with others. The UAO shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The UAO shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the FDOT or other permittees using or seeking use of the right of way.
- e. The UAO shall remove the Facilities upon 30 days prior written request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the FDOT as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the FDOT's notice to remove. In the event that the UAO fails to perform the removal properly within the specified time, the FDOT may proceed to perform the removal at the UAO's expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO. The UAO shall reimburse the FDOT for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the UAO to indemnify the FDOT for the FDOT's own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the UAO.

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6. Default

- a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from FDOT.
 - (2) Pursue a claim for damages suffered by the FDOT.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by FDOT to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the FDOT or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by FDOT to third parties.
 - (5) Suspend the issuance of further permits to the UAO for the placement of Facilities on FDOT property if the breach is material and has not been cured within 60 days from written notice thereof from FDOT until such time as the breach is cured.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the UAO.
 - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the UAO may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the

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performance of this Agreement.

When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT's failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication or judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

8. Force Majeure

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

9. Miscellaneous

a. If the Utility Work is reimbursable under this Agreement, the UAO shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this Agreement, and such compliance will be governed by one of the following methods as determined at the time of the Issuance of the work order:

- (1) The UAO will perform all or part of such Utility Work by a contractor paid under a contract let by the UAO, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the UAO.
- (2) The UAO will perform all of its Utility Work entirely with UAO's forces, and Appendix "A" of Assurances is not required.

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- (3) The Utility Work involved is agreed to by way of just compensation for the taking of the UAO's facilities on right-of-way in which the UAO holds a compensable interest, and Appendix "A" of Assurances is not required.
- (4) The UAO will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the UAO's contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, the FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into joint agreements for Utility Work to be performed by FDOT's highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. Time is of essence in the performance of all obligations under this Agreement.
- g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:
City of Crystal River, Public Works Director
123 NW Highway 19
Crystal River, Fl. 34428

If to the FDOT:
District Utility Administrator
11201 N. McKinley Drive
Tampa, Fl. 33612

10. **Certification**

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to

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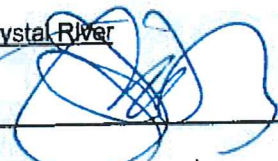
Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled Changes to Form Document."

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

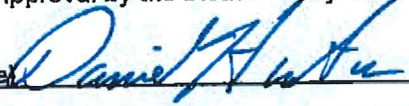
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Crystal River

BY: (Signature)  _____
 (Typed Name: _____) JIM Farley
 (Typed Title: _____) Mayor

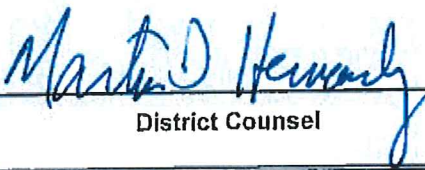
DATE: 8/31/17

Recommend Approval by the District Utility Office

BY: (Signature)  _____

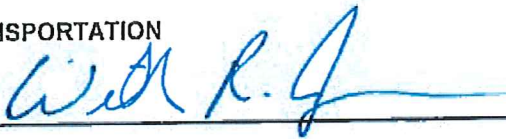
DATE: 9/20/17

FDOT Legal review

BY: (Signature)  _____
 District Counsel

DATE: 9/20/17

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature)  _____
 (Typed Name: _____) William Jones, P.E.
 (Typed Title: _____) Director of Transportation Development

DATE: 9-22-2017

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____
 (Typed Name: _____)
 (Typed Title: _____)

DATE: _____

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Crystal River ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

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

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

59-3024028

Federal Employer I.D. Number

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: February 12, 2018

Agenda Item Number: 9B

Requested Motion: Motion to adopt Resolution No. 18-R-14 and accept a proposal from Arc Surveying & Mapping, Inc. in the amount of \$15,000.00 to perform a hydrographic survey and sediment probing for the Kings Bay Restoration - Phase 1.C project.

Summary: On August 14, 2017 and September 18, 2017 Council approved expenditures for professional engineering services to develop a bid package for the Kings Bay Restoration dredging and submerged aquatic planting project.

In order to accurately determine the volume of sediment and detritus to be removed from the canal bottoms, a pre-dredge hydrographic survey is necessary. Essentially, the process consists of engaging a professional surveyor and mapper to perform soundings which incorporate GPS to accurately relay vertical and horizontal data. The result is a bathymetric map of the canal bottoms which depicts the false bottom (top of the sediment layer) as well as the hard bottom.

The soundings are ground-truthed through manual sediment probing which involves advancing a metal pipe through the sediment layer. A plate is installed on the end of the pipe which allows the operator to "feel" the initial resistance of the soft sediment layer. The depth is recorded and the pipe is then pushed through the soft layer until resistance is met; the difference yields the thickness. The data is then imported into a module which computes sediment volumes and generates cross-sections at pre-determined intervals.

This information provides a basis for bidding --- the amount of material to be removed is quantified which allows a bidder to establish a bid unit price. Additionally, upon completion of a section, the contractor will be required to provide a post-dredge survey which, when compared to the pre-dredge survey, will provide an actual volume for payment purposes and will be used to verify the work was completed within the allowable tolerances.

For this task, DPW solicited three proposals from registered professional surveying and mapping firms with the following quotes:

Arc Surveying & Mapping, Inc.	\$15,000.00
Sea Diversified, Inc.	\$14,430.00
Land & Seas Surveying, Inc.	\$17,550.00

Although the Arc Surveying and Mapping, Inc.(Arc) proposal is \$570.00 higher than the lowest quote, Arc proposes to perform cross-sectioning and sediment probing at maximum intervals of 50' along the canals whereas the low quote offers to perform same every 100'. Staff recommends paying a little extra for an increased accuracy resulting from a doubling of the frequency of testing.

*Project #16-11 was the first Save Crystal River project where the City agreed to act as administrator for their grant and advance SCR up to \$400,000. The advanced funds totaled \$140,047.24 leaving a remaining budget of \$259,952.76. On 9/18/17, Council approved to utilize \$27,810 of these funds for additional funding to Kimley-Horn and Associates in order to complete development of specifications and a bid package for the \$1,800,000 Kings Bay Restoration Project leaving a balance of \$232,142.76 as of 9/30/17. These funds were not rolled forward for FY18; they were allocated back to reserves. Staff will be transferring funds accordingly to reflect the appropriate accounting as per the budget amendment. Upon final approval of the \$1.8 million dollar project, a total of \$57,810.00 will now be reimbursed by the new grant.

Staff Recommendation: Accept a proposal from Arc Surveying & Mapping, Inc. in the amount of \$15,000.00 to perform a hydrographic survey and sediment probing for the Kings Bay Restoration - Phase 1.C project. This information will greatly improve the understanding costs to clear a canal in a measurable way.

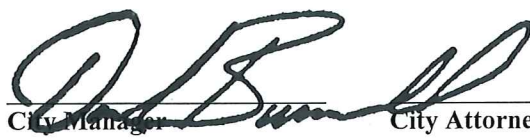
Funding Information:

Project Cost:	\$15,000.00
Funding Source:	001-01572-31000-16-11 (SCR Pilot Dredging Project #1)*
Amount Available:	\$ 232,142.76

Finance Department Approval:

Michelle H. Dunell

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments: Resolution No. 18-R-14

Arc Surveying & Mapping, Inc. proposal dated January 22, 2018

Council Action:

Approved _____

Denied _____

Deferred _____

Other _____

RESOLUTION NO. 18-R-14

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA,
AUTHORIZING THE TRANSFER OF FUNDS FROM GENERAL FUND
PROFESSIONAL SERVICE – KINGS BAY RESTORATION PROJECT #1 TO
PROVIDE FUNDING FOR AN ADDITIONAL \$15,000 FOR THE KINGS BAY
RESTORATION PROJECT #3.**

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

WHEREAS, On August 14, 2017 and September 18, 2017 Council approved expenditures for professional engineering services to develop a bid package for the Kings Bay Restoration dredging and submerged aquatic planting project. In order to accurately determine the volume of sediment and detritus to be removed from the canal bottoms, a pre-dredge hydrographic survey is necessary. This information provides a basis for bidding --- the amount of material to be removed is quantified which allows a bidder to establish a bid unit price. Additionally, upon completion of a section, the contractor will be required to provide a post-dredge survey which, when compared to the pre-dredge survey, will provide an actual volume for payment purposes and will be used to verify the work was completed within the allowable tolerances. Although the Arc Surveying and Mapping, Inc.(Arc) proposal is \$570.00 higher than the lowest quote, Arc proposes to perform cross-sectioning and sediment probing at maximum intervals of 50' along the canals whereas the low quote offers to perform same every 100'. Staff recommends paying a little extra for an increased accuracy resulting from a doubling of the frequency of testing; and,

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

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

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

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

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

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

VOTE OF COUNCIL:
Farley _____
Brown _____

George G. Angeliadis, City Attorney

Holmes _____
Fitzpatrick _____
Gudis _____

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 9615

Post Date: 02/12/2018

Entered By: MRUSSELL

Entry Date: 02/08/2018

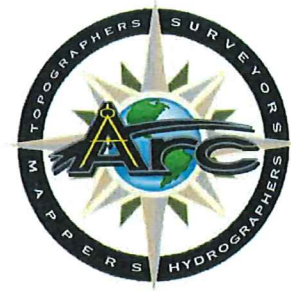
Journal: BA

Description: RES 18-R-14 KB ARC SURVEYING & MAPPING

GL #	Description	DR	CR
001-01572-31000-16-11	Hydro Survey KB Restoration Phase 1C pro		15,000.00
001-01580-99013	Hydro Survey KB Restoration Phase 1C pro	15,000.00	
001-01572-31000-17-25	Hydro Survey KB Restoration Phase 1C pro		15,000.00
001-01572-31000-16-11	Hydro Survey KB Restoration Phase 1C pro	15,000.00	
	Journal Total:	30,000.00	30,000.00

APPROVED BY: _____

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FL 32210
PHONE (904) 384-8377 FAX (904) 384-8388
www.arcsurveyors.com



January 22, 2018

Attn: Beau Keene, P.E
City of Crystal River Dept. of Public Works
123 NW Hwy19
Crystal River, FL 34428
Email bkeene@crystalriverfl.org

RE: Hydrographic Surveying Services Kings Bay Restoration Project, Crystal River, Florida

Dear Mr. Keene:

As requested, Arc Surveying & Mapping, Inc. (Arc) is providing a proposal for surveying services for the above referenced project.

- 1. General Scope:** Arc will provide all equipment and personnel necessary to provide hydrographic surveys on Canals 2, 3, 4 and 7. Arc will verify and set any control points necessary in the appropriate datums. Cross sections will be taken in each canal at 50 ft. intervals. Three (3) probes will be taken at each cross section using a 3/4" steel pipe. Probes will be pushed to refusal or hard bottom. Survey work will be performed under the supervision of a Licensed Florida Professional Surveyor and Mapper and an ACSME Certified Hydrographer.
- 2. Horizontal Coordinate System and Vertical Datum:** Arc shall confirm and utilize, as the horizontal datum, the Florida State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD83). Arc shall confirm and utilize, as the vertical datum, the National American Vertical Datum of 1988 (NAVD88).
- 3. Deliverables:** Arc will provide planview drawings in either Micro Station or Auto CADD format, pdf files of all drawings, cross section views depicting the soundings and probe data at each section. Volume calculations, top of sediment to probe elevation, will also be provided. Three (3) sets of hard copy drawings, signed and sealed by a Licensed Florida Professional Surveyor & Mapper.
- 4. Professional Fees:** Arc will perform the above scope of work for the lump sum amount of \$15,000
- 5. Schedule:** Work will be scheduled to begin within 1 week of the official Notice-to-Proceed (NTP).

PAYMENT TERMS: Payment is due within 30 days of the date of the invoice, in US Dollars. Client shall notify Arc, in writing, of any objections, if any, to an invoice within ten days of the date of the invoice. Otherwise, the client shall deem the invoice proper and acceptable. In the event the undersigned fails to make payment on the terms herein specified, the undersigned agrees to pay all costs and reasonable attorney's fees incurred by Arc, whether suit is filed or not. Furthermore, the undersigned agrees that the Duval County Circuit Court in Jacksonville, Florida will be the sole jurisdiction and venue for any legal actions filed as a result of any dispute concerning this agreement, including interpretation, enforcement and collection actions. Arc accepts credit cards for payment, a convenience fee of 3% will be assessed on all credit card transactions.

Sincerely,

Frank Sawyer
Frank Sawyer
President

Accepted By: _____

Date: _____

For: The City of Crystal River Dept. Public Works