

# City of Crystal River



Agenda Packet  
for  
Regular Council Meeting  
Monday, May 29<sup>th</sup>, 2018  
7:00 p.m.



**Agenda**  
**Crystal River City Council**  
**Regular Council Meeting**  
**Monday, May 29<sup>th</sup>, 2018 @ 7:00 p.m.**  
**Council Chamber, City Hall**

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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  
Jennifer Rey, City Attorney  
Lisa Morris, City Clerk

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**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.

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**GENERAL MEETING PROCEDURES**

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

**1. CALL TO ORDER**

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

**2. ADOPTION OF AGENDA**

**3. PRESENTATIONS**

- A. Key to the City.....Mayor Farley
- B. National Bicycle and Bike Safety Month Proclamation.....CRMS
- C. Fiscal Year 17 Audit Presentation.....Mauldin Jenkins

**4. UNFINISHED BUSINESS**

**5. APPROVAL OF CONSENT AGENDA**

- A. Motion to approve minutes from the Regular City Council meeting held April 23, 2018 and May 14, 2018
- B. Monthly Departmental Report

**6. PUBLIC INPUT**

*(Time Limit of Three Minutes)*

**7. PUBLIC HEARING**

- A. Consideration of approval of Ordinance No. 18-O-06 amending the City of Crystal River Land Development Code, Chapter 4, Site Design Requirements, specifically Section 4.04.02(A), by eliminating the two (2) acre minimum for a Planned Unit Development (PUD) on Final Reading and setting a public hearing for May 29, 2018

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE CITY OF CRYSTAL RIVER LAND DEVELOPMENT CODE, CHAPTER 4, SITE DESIGN REQUIREMENTS; SPECIFICALLY SECTION 4.04.02(A) BY ELIMINATING THE TWO (2) ACRE MINIMUM REQUIREMENT FOR A PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

- 1. Read Ordinance by title Only for Final Reading
- 2. Hold Public Hearing
- 3. Motion to Adopt Ordinance No. 18-O-06 on Final Reading

- B. Consideration of approval of Ordinance No. 18-O-10 amending Chapter 20 of the City of Crystal River Code of Ordinances "Advisory Boards and Commissions", Section 20-32 "Appointment" changing the total number of appointed (WAB) members from twelve (12) to nine (9) on first reading and setting a public hearing for

June 11, 2018

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA,  
AMENDING THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES,  
CHAPTER 20 - ADVISORY BOARDS AND COMMISSIONS, SECTION 20-32  
APPOINTMENT, CHANGING THE TOTAL APPOINTED MEMBERS FROM  
TWELVE (12) TO NINE (9); PROVIDING FOR REPEAL OF CONFLICTING  
ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN  
EFFECTIVE DATE.**

1. Read Ordinance by title Only for First Reading
2. Hold Public Hearing
3. Motion to Approve Ordinance No. 18-O-10 on First Reading

**8. CITY ATTORNEY**

**9. CITY MANAGER**

- A. Motion to approve Interlocal Agreement Between Citrus County, Florida and The City of Crystal River, Florida Titled: Citrus/Crystal River Automatic and Mutual-aid Response Plan
- B. Motion to approve the special event permit, road closure request and waiver of open container submitted by Best Florida Fest for the Crystal River Scallop Fest
- C. Motion to amend the existing "Agreement to Lease Vehicles or Equipment" between the City of Crystal River and U.S. Waters to add a 2018 F-250 Service Truck (Vehicle ID 682)
- D. Motion to adopt Resolution No. 18-R-16 and approve the purchase of railing and post kits from Finyl Sales, Inc. in an amount not to exceed \$25,000.00 for railing replacement at Kings Bay Park and to authorize an expenditure of up to \$1,000.00 for mounting hardware
- E. Motion to adopt Resolution No. 18-R-17 and approve a piggyback purchase off Florida Sheriffs Association Cooperative Purchasing Program for a portable lift station bypass pump from Thompson Pump in the amount of \$60,723.00
- F. Motion to approve a purchase from Barney's Pumps, Inc. in the amount of \$23,850.00 for the replacement of two (2) new submersible sewage pumps for Lift Station #34.
- G. Motion to adopt Resolution No. 18-R-18 approve a State-bid piggyback purchase from the Florida Department of Management Services "Construction and Industrial Equipment" Contract from Ring Power Systems in the amount of \$64,765.90 for a 200 kW Caterpillar generator and an additional expenditure of up to \$4,500 to allow for construction of an elevated generator pad and for the initial fueling of the generator
- H. Motion to authorize Florida Rural Water Association to provide engineering assistance which includes the development of an application package to the Drinking Water State Revolving Fund for a low-interest loan for a complete water meter replacement program based on Advanced Metering Infrastructure technology, lead gooseneck mitigation, additional water main isolation valves, and; in consideration of these services, authorize a financial contribution to this association in an amount not to exceed \$19,500

- I. Motion to approve the purchase of real property and due diligence costs for the property located at 148 NE 5th ST.; Crystal River, FL in the amount of \$110,085.00 and to authorize the City Manager to execute all closing documents upon completion of legal review
- J. Update regarding commencement of demolition phase of abatement process for a property that incurred damage caused by Hurricane Hermine
- K. Motion to delegate a City Council Member to the Three Sisters Coordination Committee

**10. CITY COUNCIL**

**11. COMMITTEE REPORTS**

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

**12. COMMUNICATIONS**

**13. COUNCIL MEMBER REPORTS**

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

**14. PUBLIC INPUT**

*(Five Minute Time Limit)*

**15. ADJOURNMENT**

# PROCLAMATION

WHEREAS, the bicycle is a viable and environmentally-sound form of transportation and an excellent form of recreation; and

WHEREAS, many citizens will experience the joys of bicycling during the month of May through participation in educational programs, races, helmet promotion activities, or just getting out and going for a ride; and

WHEREAS, the Crosstown Trail and Withlacoochee Trail attract trail users each year from all around the state by providing economic, health, and scenic benefits to citizens of Florida, Crystal River and Citrus County; and

WHEREAS, these bicycling activities and attractions have great potential to have a positive impact on Crystal River's economy and tourism industry, and to stimulate economic development by making the City attractive to businesses and citizens who enjoy spending time outdoors and leading healthy lifestyles;

and  
WHEREAS, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

WHEREAS, the Bike and Pedestrian Advisory Committee (BPAC), schools, parks and recreation departments, police departments, hospitals, companies and civic groups throughout the region will be promoting bicycling as a leisure activity as well as an environmentally-friendly alternative to the automobile during the month of May 2018; and

WHEREAS, the education of bicyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users.

NOW, THEREFORE I, Jim Farley, Mayor of Crystal River, Florida along with my fellow members of Crystal River City Council, do hereby proclaim the month of May as National Bike Month and Bicycle Safety Month in the City of Crystal River and urge my fellow citizens to recognize and participate in its observance.

## National Bike Month and Bicycle Safety Month

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Crystal River, Florida, this 29<sup>th</sup> day of May, 2018.



Mia Fink, City Clerk

*[Signature]*

Attest:

Jim Farley Mayor

# City of Crystal River



Minutes from the  
Regular Council Meeting held  
Monday, April 23<sup>rd</sup>, 2018  
@ 7:00 p.m.



**Minutes of the  
Crystal River City Council  
Regular Council Meeting  
Monday, April 23<sup>rd</sup>, 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 Fitzpatrick, Council member Gudis, Council member Holmes

**Council Absent:**

**Staff Present:** Finance Director Michelle Russell, City Attorney Jennifer Rey, City Clerk Fink, Public Works Director Beau Keene, Special Events Coordinator Leslie Bollin and Planning and Development Services Director Jackie Gorman.

Mayor Farley led in the Pledge of Allegiance and Council member Holmes led the invocation. Mayor Farley recognized Chamber of Commerce Executive Director Josh Wooten; County Commissioner Brian Coleman; and Joe Meek, Chamber of Commerce Board Chair.

**2. ADOPTION OF AGENDA**

**Motion to adopt the agenda was made by Vice Mayor Brown; seconded by Council member Gudis. Motion carried 5-0.**

**3. PRESENTATIONS**

- A. *Arbor Week Proclamation*.....*Crystal River Tree Board*
- B. *National Women's Health Week Proclamation*.....*American Lung Association*

**4. UNFINISHED BUSINESS**

**5. APPROVAL OF CONSENT AGENDA**

- A. Motion to approve minutes from the Regular City Council meeting held April 12, 2018
- B. Monthly Departmental Reports for the month of March
- C. Motion to appoint Michael Martin to the Planning Commission Alternate Seat No. 2 and Gregory Acker to At-Large Seat No. 6

**Background:** [Agenda sheet **Requested Motion: Motion to appoint Michael Martin to the Planning Commission Alternate Seat No. 2 and Gregory Acker to At-Large Seat No. 6.**

**Summary:** In February of 2018 Planning Commission At-Large Seat No. 6 became vacant. Planning Commissioner Gregory Acker, previously holding Alternate Seat No. 2, is recommended for appointment to At-Large Seat No. 6.

The City Clerk's Office received an application from Michael Martin in March of 2018. Staff has reviewed the application and found that Mr. Martin 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 Council member Gudis; seconded by Council member Holmes.**

**6. PUBLIC INPUT**

*(Time Limit of Three Minutes)*

**Phillis Rosetti- 209 SE Paradise Rd.** – Expressed concerns regarding USFWS Management Plan, including lack of performance measures, reimbursement clause, and discretionary authority of Refuge Manager, and noting the direct impact Three Sisters Springs has on the local community.

**Julie Morris- USFWS Association-** Discussed USFWS conservation and wildlife advocacy mission and spoke in favor of a continued multi-agency partnership, noting benefits including leveraged resources and federal funding, and acknowledging challenges of navigating bureaucracies.

**Joan Luebbe- 1004 SE 5<sup>th</sup> Avenue-** Discussed past actions by the Friends of the CRNWR and advocacy efforts for a continued partnership and spoke in favor of the City's Alternative Management Plan, noting funding certainty, efficiency of local government, and affordable ticket pricing.

**Dr. Harley Barnett-** Discussed his experience as a videographer for manatee documentaries (provided a copy to Council), expressing concerns regarding river degradation, environmental impact and potential consequences of losing federal funding and support and noting challenges and benefits of federal-local partnerships.

**Phil Jannarone- Paradise Point Road-** Discussed the manatee tourism industry and benefits of privatization.

**Jack Huegel- 743 SE 1<sup>st</sup> Court-** Spoke in favor of the City's Alternative management Plan, commended staff, and expressed concerns regarding the twenty year term, reimbursement clause, state of the property and recalled past USFWS management actions.

**Trisha Green-** Read a comment on behalf of Mary Morgan (ATTACHMENT A).

**Liz Kleen-Wildlife Biologist- USFWS-** Noted errors in a prior draft of the City's Alternative Management Plan, and spoke in favor of continued management by, listed current USFWS contributions and expressed concerns regarding City management including discontinuation of Refuge Days.

**Janis Huegel-743 SE 1<sup>st</sup> Court-** Spoke in favor of City's Alternative Management plan, noting city contributions including related to access and quality of service, and funding certainty under local management. She also expressed concerns regarding continued management under USFWS, noting lack of on-site improvements and timely reporting.

**Zoe Morris-Crystal River-** Spoke in favor of City's Alternative Management Plan, noting local government ability to best identify community needs.

**Mike Engiles- Crystal River Watersports-** Discussed the efforts of Three Sisters Springs Community Working Group and timing of the recommendations presented in April of 2017, noting Council's vote to begin process for renegotiations in May of 2017, expressed concerns regarding a lack of opportunity for the current Refuge Manager to move forward with vetted recommendations. He also expressed concerns regarding lack of clarity in the City's comparison document, specifically related to policy and how manatee

tours will be affected under the City's Alternative Management Plan, noting a recent ordinance requiring tour vessels to obtain decals.

**Robert McClinton- Crystal River Watersports-Mermaid Tails-** Discussed the spike in local population over the past decade and expressed concerns regarding City's ability to manage.

**Gail Kostelnick-2021 NW 13<sup>th</sup> Street-** Spoke in favor of continued USFWS management of Three Sisters Springs, noting her recent letter published in the Chronicle and another by former City Manager Andy Houston, expressing concerns regarding ability of city staff and funding.

**Cindy Guy- 1301 SE 4<sup>th</sup> Avenue- Majestic Manatee- Majestic Wedding Chapel-** Spoke in favor of continued USFWS management of Three Sisters Springs, discussing the on-the-water role of manatee tour companies, ineffectiveness of city's Water Enforcement tour companies and the impact of the City's trolley service on the local manatee tour operations.

**Broderick Jenkins-Crystal River-** Discussed the costly nature of ending partnerships, speaking in favor of a continued partnership, and encouraging Council to enhance the existing arrangement through contributions.

**Ron Ross- Gulf Coast Expeditions-** Discussed the role of tour operators and volunteers in on the water enforcement and education, noting efforts of tour operators to fill vacancies during sequester, and expressing concerns regarding city's understanding of responsibility and cost of enforcement and oversight.

**Capt. John Spann- Plantation-** Discussed importance and uniqueness of the swim-with program, expressing concerns regarding potential liabilities and city's ability to handle manatee protection and enforcement, and the critical nature of protecting manatees and the program.

Mayor Farley confirmed that the City's Alternative Management Plan did not involve ending the swim-with program.

**Capt. Mike Dunn-** Spoke in favor of a continued partnership, noting challenges in a partnership and the importance of protecting manatees.

**Captain Jim-** Spoke in favor of a continued partnership, and cost of failing to get along.

**Pete Langolis- Crystal River-** Discussed concerns regarding City assuming sole management of the site including size of the community and risk involved.

**Charles Lee- Audobon FL- Director of Advocacy-** Spoke in favor of a continued partnership, as necessary to preserving and protecting a natural resource, and discussed the timeline of events that led up to acquisition of the site and development of the current management plan and agreement.

**Pat Rose- Save the Manatee Club-** Spoke in agreement with Mr. Lee's previous comments, noting the collaborative effort to obtain the property, original vision for the partnership, and working group recommendations, and noting concerns with each of the draft proposals.

**Josh Wooten- City County Chamber of Commerce-** Spoke in agreement with Mr. Rose's previous comments, providing a brief history of the collaborative acquisition effort, noting community involvement, the National Geographic article about the site and surrounding area, and the need to continue working through a partnership.

**Kennedy Smith-Crystal River-** Discussed concerns regarding the USFWS Management Plan, noting the twenty year term and funding uncertainty, suggesting investment in the site be placed in ESCROW.

**Tom Gotterup- 6083 W. Fairhope Ct. - Friends of the CRNWR President-** Thanked former City Manager Andy Houston, Chamber of Commerce staff, Mike Engiles, META and the Friends, compared the number of comments in favor of City management with those in favor of USFWS management of continued partnership, and expressed concerns that state appropriated funding cited in City's plan was not guaranteed.

Council member Holmes requested comments received from Dee Atkins via email be entered into the record (ATTACHMENT B).

**7. PUBLIC HEARING**

**8. CITY ATTORNEY**

City Attorney Rey presented a memo regarding Three Sisters Springs property management (ATTACHMENT C) focused on liability and enforcement concerns.

**9. CITY MANAGER**

- A. Discussion and comparison of the two proposals for Three Sister Springs Property by United States Fish and Wildlife Service and City of Crystal River Staff

**Background:** [Agenda Sheet] **Information Only: Presentations, discussion and comparison of the two proposals for Three Sister Springs Property by United States Fish and Wildlife Service and City of Crystal River Staff.**

**Summary:** City Staff and Representatives from United States Fish and Wildlife will make verbal or Power Point presentations on highlights of the attached plans and address City Council questions related to the each proposal and the differences.

As current management entity for the property, USFWS will first outline their plan and address Council questions.

City staff will then outline the alternate management plan for the property and address Council questions.

City Attorney will also provide input on the two plans from a legal perspective.

Open discussion to follow related to each plan as presented with staff and/or USFWS Representative to address any further questions.

**Staff Recommendation:** NA

End of Agenda Sheet]

**Ernie Clark – Area Supervisor- USFWS-** Expressed full support for Refuge Manager Joyce Palmer, noting her collaborative approach and benefits of incrementalist pace of federal government action. He confirmed USFWS commitment to continued partnership, continued representation as stewards of CRNWR and active participants in community.

*Mayor Farley acknowledged presence of Jonathan Torres, representing Senator Marco Rubio's Office.*

Refuge Manager Joyce Palmer distributed a revised comparative analysis table to Council members (received after agenda deadline) (ATTACHMENT D) and presents PowerPoint "Three Sisters Springs Management Plan" (ATTACHMENT E).

She discussed the purpose of the long term agreement to ensure that USFWS will be a party for the lifetime of any facilities that are put in place, the purpose of the reimbursement clause due to federal appropriations law, and noting provisions that may be made in the event that the city managed the site independently, including monthly presence of a USFWS biologist and manatee education.

Council discussion was then held regarding proposed agreements terms, site facilities and improvements, benefits of a coordination committee, funding concerns, and local decision making authority by USFWS leadership during which Ms. Palmer addressed Council questions and provided clarification. Further Council discussion was held regarding issues related to public access, future site development, interagency communications, and recent events leading up to renegotiation of the management plan during which Council member Holmes spoke in favor of termination if the current agreement with USFWS and adoption of the City's Alternative Plan proposal.

City Manager Burnell then discussed the Alternative Management Plan, providing an overview of events leading up to the renegotiations and noting potential federal funding shortfalls. He also discussed water quality improvement and other capital projects completed by the city, and other efforts to address on the water issues. He provided an overview of events leading up to the city's development of the Three Sisters Springs Visitor Center and Trolley tour , noting future funding secured for the site and cost cutting measures including seasonal employment. He also discussed how potential issues, such as attendance levels and volunteer staffing, would be addressed. He expressed concerns regarding USFWS plan provisions including capital funding reimbursement, limited city discretion, and increased admission cost. He spoke in favor of city's proposal, but noted that staff will support Council decision.

He also addressed Council member Gudis' questions regarding enterprise funding levels and affordability. Council member Holmes also provided confirmation that he was in favor of termination of existing agreement and City management of property. Council member Fitzpatrick inquired about enterprise funding levels for past and prior seasons, for which City Manager Burnell provided clarification noting establishment of a capital fund to cover slow seasons.

Mayor Farley discussed the comparison document and expressed concerns regarding long term sustainability and funding uncertainty based on factors including economy and weather.

He also spoke in favor of a continued partnership and discussed ways in which the City could help to decrease cost and increase efficiency, including in-house treatment of invasives and commended the current manager.

Vice Mayor Brown spoke in favor of a continued partnership with USFWS, commending efforts of all management entities, including SWFWMD for their on-site restoration projects, discussing original intent of the management agreement and plan, and expressing concerns regarding uncertainty of future Council's decisions. He discussed the benefits of a continued partnership under USFWS proposed plan including USFWS scientific expertise and coordination committee, and noted concerns regarding City's proposed plan including liabilities and funding uncertainty.

Council member Fitzpatrick spoke in favor of a continued partnership with USFWS, commending staff efforts and the resulting dialogue, noting risks associated with assuming sole management responsibility, and noting concerns with proposed reimbursement clause and potential sequestration.

Council member Holmes spoke in favor of the City's Alternative Plan, noting continued and ongoing revisions to each, issues presented by the City Attorney, and the need to continue negotiations.

Council member Gudis discussed the nature of the partnership, expressing concerns regarding the USFWS Draft Management Plan, including the 2 year term, revenue sharing and increased admission cost, and noting the need for further negotiation.

Council member Fitzpatrick noted the preference of continuing under the current plan and agreement and Council member Gudis noted that the current arrangement could be improved.

B. Motion to approve the United States Fish and Wildlife Services Plan for management of the Three Sisters Springs property

**Background: [Agenda sheet Requested Motion: Motion to approve the April 2018 United States Fish and Wildlife Service (USFWS) Draft Management Plan for the Three Sisters Springs Property.**

**Summary:** The USFWS can play a vital role in management of Three Sisters Springs and would like to continue managing the property. The Crystal River National Wildlife Refuge has been working cooperatively with the City to update the management plan and intends to work together with the City to develop the property as mutually agreed upon. The Refuge has assisted the City in meeting the intent of the Florida Communities Trust in granting funds to the City for purchase of the property and 19 of the 21 covenants have been initiated, are ongoing, or have been completed. We are prepared to invest significant funding into permanent structures, given certain conditions including a long-term lease to invest funds on lands not federally owned, sharing of entrance fees collected, and the ability to implement the plan once approved by City Council.

The USFWS has developed infrastructure for public access and enjoyment, including an access road, a 1,500-foot boardwalk, a picnic pavilion, temporary entrance gate, and 1.75 miles of trails. Next steps include construction of a permanent entry gate and booth, landscaping, and fencing at the public entrance off Three Sisters Springs Trail; new interpretive panels on existing trails; permanent public restrooms; manatee viewing platforms along Magnolia Springs; an observation platform for viewing wetland wildlife (herons, egrets and fish); and trail improvements, including wheelchair accessible surfaces. The USFWS will also develop environmental interpretation and education programs to connect people with nature at this unique site.

**Staff Recommendation:** NA

End of Agenda Sheet]

**Motion to approve the April 2018 United States Fish and Wildlife Service (USFWS) Draft Management Plan for the Three Sisters Springs Property was made by Council member Fitzpatrick; seconded by Vice Mayor Brown.**

City Attorney Rey reminded Council of some outstanding contractual items to be addressed, including valuation of capital investment and reimbursement and suggested amending motion to include language to provide policy direction to staff to iron out critical points and for Council to come back for final approval of plan and actual agreement. Discussion was then held with Ms. Palmer distinguishing management plans from actual management agreements.

**Motion to amend the original motion to include language as suggested by City Attorney Rey (underlined portion below) was made by Council member Fitzpatrick; seconded by Vice Mayor Brown.**

**Motion to approve the draft United States Fish and Wildlife Services Plan for management of the Three Sisters Springs property with direction to staff and USFWS to iron out critical points (as**

**discussed) for Council to come back for approval of final management plan and corresponding agreement. Motion as amended carried 3-2 (Council member Gudis and Council member Holmes in opposition).**

C. Motion to approve the City of Crystal River's Alternate Plan for management of the Three Sister Springs property

**Background:** [Agenda Sheet **Requested Motion: Motion to approve the City of Crystal River's Alternate Plan to manage the Three Sister Springs property.**

**Summary:** This alternate plan has been developed in response to a unanimous vote by the Crystal River City Council (City) to put United States Fish & Wildlife Service (Service) on notice for failing to meet contractual obligations of the Management Plan (Plan) The Plan is a document containing contractual obligations the City must meet, with Florida Community Trust (FCT) as trustee of the property. The original intent was to have the Service manage and do the majority of improvements on site as documented in the 2010 Plan which shows capital and operational goals.

Originally, the City did not plan to have any responsibility relating to site operations. The Service requested that the City help meet the public access requirements of FCT and to assist in public education on the water. This was due to public outcry, poor visitor experiences, along with funding and regulatory issues within the Service. The City's role changed substantially over time in order to meet public demand for use of the property. City Council agreed to assist and the City took on the majority of operational functions at Three Sisters Springs, with the City having the most to lose. Crystal River was once a fishing village, then became a bedroom community for Duke Energy, and now it has become a tourist destination for outdoor water-related activities. Good or bad, this has become the life blood of our community.

The City now operates a Welcome Center, provides transportation in and out of Three Sisters, manages all visitors to the Three Sisters site and employs fourteen full or part-time personnel during manatee season. This year's budget included all required positions to operate independently utilizing no City tax dollars. The capital investment to meet many of the required improvements is also addressed with no City tax dollars expended.

This alternate plan lays out how the City would operate Three Sisters Springs without the Service's management. The intent of the original plan does not change as described in the original Executive Summary, except for changing the manager of the property from the Service to the City. The Crystal River National Wildlife Refuge (CRNWR) will remain but the Three Sisters and the three springs would be excluded if this alternate plan is approved. This plan will require FCT approval.

**Staff Recommendation:** Senior staff members have agreed and believe the operations/ management accomplished to date at Three Sister Springs and development of an alternate plan that is realistic is the best choice for the City of Crystal River. It achieves the following: Local accountability, lower ticket price, all monies collected remain local, maintains superior customer service, ability to adjust to changing environments, better assures site improvements that will be approved by Council and the citizens of Crystal River have an opportunity for direct input, an opportunity for improved local pride in our City, policies and development to enhance changes to promote local usage.

All Senior staff members will however respect and follow whatever determination by City Council.

End of Agenda Sheet]

## **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-* Reported that Joe Meek stepped down as Board President and Carol Kimbrough was nominated to assume that role, reported on approval of pump house historic preservation grant, and efforts to draft a vacant property registry ordinance.

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 - Reported that he was pleased a decision had been made regarding Three Sisters Springs property management and looked forward to moving on to other items. .
- B. Vice Mayor Brown- Concurred with Mayor's comments, noting many positive Riverwalk comments received.
- C. Council member Fitzpatrick- Concurred with Mayor's comments, commended staff and C.R.O. Deputy Roush's presence on the river.
- D. Council member Gudis- Reported that he was glad a decision was made and willing to what is necessary to make partnership work.
- E. Council member Holmes- Commended staff.

### 14. PUBLIC INPUT

*(Five Minute Time Limit)*

**Ed Flowers-Crystal River-** Presents handout proposing modification of existing tennis court to fit four full size pickleball courts. (ATTACHMENT F).

**Arthur Larrell-** Spoke in support of Mr. Flowers proposal, noting the fast growth of the sport and community benefit.

**Rick Biccione-** Spoke in favor of proposal, noting his involvement in sport at 91 years of age.

**Jackie Enoch-** Spoke of experience playing pickleball tournaments, popularity of sport and support of modifying existing courts, rather than building new.

*Brenda Flowers- Crystal River-* Spoke in favor of proposal and of experience playing with people of all ages, and noting locations of existing courts.

*Charles Wesner-* Spoke in favor of the proposal, noting that it is a commonly promoted amenity throughout many communities.

**15. ADJOURNMENT**

**Mayor Farley adjourned the meeting at 10:22 p.m.**



# ATTACHMENT "A"

April 23, 2018

Crystal River City Council

RE: TSS Management

Dear Council Members,

Regretfully, I cannot attend tonight's City Council Meeting as Joe and I are helping family in Chattanooga.

Joe Smith and I are very concerned about the funding for the Three Sisters Spring improvements. The "Comparative Analysis" states under "Operational Costs" That "Total \$1,050,381 first year commitment with no City taxpayer funding, all ticket fee and grant based."

The grant was \$400,000 and the ticket fees I believe, grossed between \$75,000 and \$100,000. Where is the other \$650,000 coming from?

TSS EXPENSES	COST
Boardwalk and sixth platform	TBD
2 Observation platforms (Magnolia)	\$100,000.00
1 Observation Wetlands	\$50,000.00
Main Entrance Enhancements	\$50,000.00
Nature Trail Improvements	\$50,000.00
Fishing Docks (2)	\$60,000.00
Additional Pavillion	\$35,000.00
Education Station	\$80,000.00
Restrooms	\$170,000.00
Parking Improvements	\$50,000.00
Interpretive Signs	\$10,000.00
Infrastructure Improvements	\$95,000.00
Staffing	\$312,161.00
Maintenance	\$102,220.00
Trolley	\$20,000.00
<b>Total Expenses</b>	<b>\$1,184,381.00</b>

This is too much for a city of 3500 people to take on. Council balked at \$45,000 for pickle ball courts recently. Do not be penny wise and pound foolish.

The City is going take over plant and wildlife survey monitoring. What does a biologist cost to do that survey? What does invasive plant removal cost?

How much will it cost to train the paid staff or volunteers to take over interpretation on the boardwalk and the trails?

USFWS has experience developing interpretive programs, public outreach, and educational materials. They are in the business of habitat management, exotic/invasive plant control, and habitat restoration.

**Please partner with USFWS and keep the property in the hands of the experts.**

**Three Sisters Spring is successful because it is part of a Federal Wildlife Refuge.**

Sincerely, Mary Morgan 124 N Citrus Ave, Crystal River, FL 34428

ATTACHMENT "B"

3SS

RECIEVED 4/23/18 FROM DEE ATKINS

1. THESE ARE THE SAME COMMITMENTS AND PLAN WE'VE SEEN AND HEARD MANY TIMES IN 10 YEARS AND NOTHING HAS BEEN DONE. THEY'VE NEGLECTED OUR GEM FOR 10 YEARS AND I DON'T SEE ANYTHING CHANGIING. AS A MATTER FACT, INSTEAD OF MAKING LUDICROUS DEMANDS SUCH AS A 25 YEAR CONTRACT AND POSSIBLE REIMBURSEMENT FOR WHAT WAS PROMISED IN THE FIRST PLACE, THEY SHOULD BE ASHAMED AND EMBARRASSED AND CHOMPING AT THE BIT TO FULFILL THEIR COMMITMENTS.
2. ANOTHER POINT, THE FRIENDS KEEP ITERATING HOW THEY HAD SUCH A LARGE PART IN THE PURCHASE. THAT'S TRUE, HOWEVER, THEY DIDN'T DO IT ALONE. THERE WERE ALOT OF PRIVATE DONATIONS FROM CITIZENS AND OTHER ORGANIZATIONS SUCH AS THE ROTARY. I WAS ONE OF THOSE DONORS AND I WAS IN TALLAHASSEE THE DAY WE WENT BEFORE THE FCT VYING FOR THE GRANT ALONG WITH MANY OTHER PEOPLE THAT WERE NOT MEMBERS OF THE FRIENDS..
3. YOU KNOW, THE CIVIL WAR ENDED IN 1865 LEAVING THE COUNTRY IN SHAMBLES. 20 YEARS LATER THERE WERE NETWORKS OF RAILWAYS FROM ONE COAST TO THE OTHER, OIL REFINERIES MAKING ENOUGH KEROSENE TO LIGHT EVERY HOME, BUSINESS, STREETS. TWO YEARS LATER WE WERE MASS PRODUCING STEEL TO BUILD BUILDINGS AND BRIDGES.

BUT OUR FEDERAL AGENCY, THAT IS SUPPOSED TO HAVE ALL THESE WONDERFUL RESOURCES, HASNT EVEN MET THE COMMITMENTS AND PROMISES OF A 57 ACRE REFUGE IN 10 YRS.. NOT EVEN A RESTROOM.

THIS IS SUPPOSED TO BE A REFUGE AND YET THE ONLY THING THAT'S CONDUCIVE TO WILD LIFE IS THE SPRINGS THAT GOD GAVE US AND THE WETLANDS THAT SWFWMD GAVE US, AS PROMISED.

4. YOU WILL BE MAKING AGREEMENTS WITH STAFF THAT HAS NO AUTHORITY TO APPROVE OR ALLOCATE FUNDING AND THEY SAY ALL THEIR COMMITMENTS ARE CONTINGENT ON FUNDING. WE'VE BEEN DOWN THAT ROAD..MORE THAN ONCE IN THE LAST 10 YEARS.

THE PROPERTY HAS BEEN DEFOLIATED AND NEGLECTED AND USFWC HAVE ONLY SHOWN ME THEY ARE POOR STEWARDS OF WHAT SHOULD BE A WONDERFUL AND BEAUTIFUL 'REFUGE'.

BE VERY CAREFUL, MY FRIENDS!!! ITS AN AGREEMENT I'M SURE NONE OF YOU WOULD ACCEPT IN THE PRIVATE SECTOR. THEY WOULDN'T HAVE LASTED 6 MONTHS MUCH LESS 10 YEARS.

ATTACHMENT "C"

**THE HOGAN LAW FIRM®**

*We mean business<sup>SM</sup>*

MEMORANDUM OF LAW

**TO: CRYSTAL RIVER CITY COUNCIL  
DAVE BURNELL, CITY MANAGER**

**FROM: JENNIFER C. REY, ESQ.  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY**

**RE: THREE SISTERS SPRINGS PROPERTY MANGEMENT**

**DATE: APRIL 20, 2018**

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We have been asked to advise the City Council on the legal issues associated with Three Sisters Springs and the future management of the property. To this end, there are five areas of focus where legal liability arises: Contractual Liability, Financial Liability, Personal Injury Liability, Environmental Liability, and Enforcement Concerns.

***Contractual Liability***

Based on the funding sources for the acquisition of Three Sisters Springs, the City committed to meeting the obligations set forth in the Florida Community Trust Declaration of Restrictive Covenants. Some of these Declarations have been completed to date; others have not. Certain Declarations require an ongoing commitment on behalf of the City. To date, the City has delegated the completion of these Declarations to the U.S. Fish and Wildlife Service (the "Service"). Should the City decide to continue with a Management Plan with the Service, it is suggested that the agreement clearly delineate how the Service will meet each of the obligations under the Declarations and that a timetable with deadlines be established so that all parties are clear on what obligations need to be met or performed by a date certain. Furthermore, where Declarations require construction or development of capital improvements or structures, it should also be clearly delineated on what process will be used to determine where the improvements or structures will be constructed and how their design will be determined. Not having clear guidance to address these issues may delay compliance with the Declarations. Finally, to the extent the agreed upon improvements deviate from the FCT grant agreement or application, the parties would be wise to obtain approval from the FCT to ensure the project maintains an appropriate level of points to support the grant.

In the event the City chooses, to terminate its Management Agreement with the Service, then the City becomes solely responsible for completing and maintaining the commitments set forth in the Declaration. Some of the ongoing obligations under the Declarations include:

- Annual scheduled educational classes or programs (at least 12)
- Natural Communities shall be preserved and appropriately managed.

- Project shall be maintained in a manner that protects and enhances listed and non-listed native species and their habitat.
- Ongoing monitoring and control program for invasive vegetation and nuisance native plant species.
- Feral animal removal program

### ***Financial Liability***

To date, the property management and operational costs, including tourist and educational activities, are being jointly funded through a variety of sources including federal, state, local, and private dollars. The Service has funded its property management costs using federal and private dollars. Should the City decide to continue its Management Agreement with Service, the Service has asked for a 20 year term for the Agreement, and in the event the City terminates the new Agreement, the Service requires that the City pay it back for the depreciated costs of capital improvements to the property installed or constructed after the new Management Agreement is in effect. It is our recommendation that, in the event the City terminates the new Agreement, the City should only be responsible for the depreciated value of the Capital Improvements funded through federally appropriated funds, and not any private or philanthropic funds. It is also our recommendation that should the Service terminate the Agreement, that the City not be responsible for paying back any of the funded capital improvements. The current proposed Management Plan provided by the Service is not consistent with these recommendations.

In the event the Service is no longer responsible for property management, federal funds may no longer be available to assist with property management or other capital improvement costs. Should the City choose to terminate the current Management Agreement with the Service, then the City, and local taxpayers, are liable for the full costs of property oversight, including, but not necessarily limited to the following: infrastructure improvements, daily maintenance and operational costs, transportation of the public to and from the site, invasive species control (animal and vegetative) and the hiring of on-site personnel (including the hiring or designation of current City staff as the Refuge Manager). The City may use a variety of funding sources to fulfill its financial obligations to carry out the performance obligations in the Declarations, including enterprise funds, CRA funds, grant funding or private philanthropy; however, ultimately, if alternative revenue sources are inadequate to meet the funding requirements for City's performance obligations, the City must be prepared to use general ad valorem tax revenue. To the extent that the City does not currently have the staff or capacity to perform its obligations under the Declarations, the City may incur additional financial burdens to either hire personnel or contract with individuals or businesses to carry out the obligations under the Declaration.

### ***Personal Injury Liability***

As with any city property, the City is subject to liability for injuries that occur on the property. Although the City is currently liable for damages associated with injuries occurring on the property, under the current Management Agreement, there is shared or joint liability with the Service. To the extent, the Service is no longer managing the property, or constructing any of the improvements, the City assumes sole liability for damages for injury to persons or property occurring at Three Sisters. The City does have statutory immunity, and has the capacity to insure itself against potential damages. If the City assumes management of Three Sisters, the City will

need to evaluate its existing insurance coverage to ensure the City is adequately insured for any additional potential liability it may incur.

### ***Environmental Liability***

Since the Service has been managing Three Sisters, the Service has assumed liability for managing the environmental commitments and conditions of the property. Should the City choose to terminate its Management Agreement with the Service, the City will now have sole liability with respect to both environmental commitments under the Declarations and environmental conditions. For example, in 2015 the Service was sued by Public Employees for Environmental Responsibility (PEER) for “taking” of manatees as a result of permits it had issued for guided swim tours. If the City assumes sole management responsibility, the City will likely be a target for similar lawsuits. In addition, absent the Service’s management of the Property, the City will have sole liability for the environmental management of the property to include planting and cultivating native species, monitoring and removing invasive species, and preserving the natural communities occurring on the property. Another legal concern arises out of the potential for environmental contamination. Activity or development on the property creates the risk or potential for environmental contamination. In the event an incident occurs causing contamination to the property, the City would have sole liability and responsibility for cleanup and mitigation.

### ***Enforcement Concerns***

Currently, the Service provides a certain level of enforcement on the property (and in the water) to include enforcement of federal law, particularly those regarding wildlife protection. If the City continues under a modified Management Agreement with the Service, a certain level of federal enforcement will continue to be provided. However, if the City terminates its Management Agreement with the Service, the City then assumes sole responsibility for enforcement of laws, ordinances and regulations on the landward portion of the property. It is currently understood that the Citrus County Sheriff’s Office, under its interlocal agreement with the City, cannot enforce federal law; therefore, the City would need to evaluate how federal laws would be enforced on the property, particularly with respect to protected species. In addition, the City would have sole responsibility for enforcement of City rules and regulations as they apply to the property. It should be noted that while the Service will always maintain a presence in Crystal River, and on the bay, the level and responsiveness of such enforcement is unclear if the City assumes management responsibilities.

## Three Sister Springs Management Plans Comparative Analysis

### Operations and Procedures

Item	USFWS	City
<b>Performance Measurements</b>	<p>A Three Sisters Springs Coordination Committee comprised of the refuge manager, city manager, a representative from the SWFWMD, a resident of Crystal River selected by the committee through an application process, and a liaison from city council will meet regularly to enhance coordination among the partners and to act as a bridge between the partners and city council. The committee will provide valued input on management goals for the property and review and evaluate progress through regularly scheduled committee meetings. Public input will be incorporated through City Council, committee members and through the federal planning process.</p>	<p>Performance measures will be in place. City operations will receive input from City Council, Community Working Group, and the public. This format allows for accountability to the people of the community.</p>
<b>Decision-making Process</b>	<p>Once the management plan is approved by City Council, USFWS will implement elements identified within the plan with consensus of the Coordination Committee. Council will receive regular reports on progress through the council member appointed to the committee.</p>	<p>The management plan will be implemented by the City. Decisions are made by City Manager who is <i>overseen</i> By Council. City Council will receive regular reports progress. The Waterfronts Manager and Three Sisters staff will oversee projects and progress on site.</p>
<b>Operational Costs</b>	<p>Fiscal Year 2017 expenditures</p> <ul style="list-style-type: none"> <li>• \$301,715 staffing</li> <li>• \$26,000 Maintenance</li> <li>• <b>\$327,715 total/year</b></li> </ul> <p>Fiscal Year 2018 budget</p> <ul style="list-style-type: none"> <li>• \$358,200 staffing</li> <li>• \$30,000 maintenance</li> </ul> <p>Added costs proposed if city operates trolley:</p> <ul style="list-style-type: none"> <li>• \$100,000 staffing</li> <li>• \$75,000 Maintenance</li> <li>• <b>\$175,000 total/year</b></li> </ul> <p>Additional costs proposed if USFWS operates trolley:</p>	<p>Current Budget: 2018</p> <ul style="list-style-type: none"> <li>• \$220,469 staffing</li> <li>• \$100,000 Maintenance</li> <li>• \$20,000 trolley</li> <li>• <b>\$409,124 total/year</b></li> </ul> <p>Proposed Budget: 2019</p> <ul style="list-style-type: none"> <li>• \$312,161 staffing</li> <li>• 101,220 Maintenance</li> <li>• 20,000 Trolley</li> <li>• \$617,000 Capital Investment</li> </ul> <p>Total \$1,050,381 first year commitment with City taxpayer funding, all ticket fee and grants</p>

### Three Sister Springs Management Plans Comparative Analysis

	<ul style="list-style-type: none"> <li>• \$350,000 staffing</li> <li>• \$25,000 Maintenance</li> <li>• <b>\$475,000 total/year</b></li> </ul> <p>\$924,000 in federal funds available for capital improvements</p>	<p>based.</p>
<p><b>Staffing</b></p>	<p>Current:</p> <ul style="list-style-type: none"> <li>• 9 FT employees that spend 32% time on TSS</li> </ul> <p>Proposed:</p> <ul style="list-style-type: none"> <li>• 8 FT employees that spends up to 10-25% time on TSS</li> <li>• Up to 5.5 employees that spend 100% time on TSS depending on City involvement</li> </ul>	<p>Current:</p> <ul style="list-style-type: none"> <li>• 1 FT permanent 1 FT seasonal, 6 PT permanent</li> <li>• 2 PT seasonal employees that spend 100% time on TSS</li> <li>• 2 FT employees that spend 10% time on TSS</li> <li>• 1 Full Time Staff that spends x% of time on TSS</li> </ul> <p>Proposed:</p> <ul style="list-style-type: none"> <li>• The City if managing the property would fill budgeted position left open this year and make two full time temporary jobs permanent.</li> </ul> <p>Admission price will be lower since operational costs will be lower.</p>
<p><b>Admission Price</b></p>	<p>The Service request of a \$3.00 - \$5.00 fee per person to meet a desired total dollar value of \$100,000. The City may need to accept the loss, increase the cost of the ticket price, or fund the trolley in through additional ways.</p>	<p>Management decisions will be lower since operational costs will be lower.</p>
<p><b>Policy</b></p>	<p>Management decisions must align with National Wildlife Refuge System mission and policy. USFWS is currently working a 15-year management plan, the Comprehensive Conservation Plan (CCP), for the refuge which would include the Three Sisters Springs property. This is an ideal time for City Council, City staff and the public to have input in the direction of the CCP.</p>	<p>Management decisions follow the City Comprehensive Plan and City Ordinances. The City may need to create new ordinances to monitor in-water activities if USFWS decides to discontinue regulating the sanctuaries in Three Sisters Springs.</p>
<p><b>Volunteer Group</b></p>	<p>USFWS has established an active volunteer group which includes a network of support nationally and internationally. Volunteers greet visitors on the board walk, monitor and report manatee interaction, and</p>	<p>City would be required to establish a smaller group to manage monitoring the spring. If the gate system repeats the city does have a position that could be used to cover this area if required. City staff is comfortable with</p>



### Three Sister Springs Management Plans Comparative Analysis

<b>Visitor Services</b>	conduct multiple interpretive and wildlife viewing tours.  City will act as concessionaire under USFWS management for the trolley service. Other concessionaires may be considered.	development of a volunteer base.
<b>Property Improvements</b> (costs listed if included in plan)		
<b>Item</b>	<b>USFWS</b>	<b>City</b>
<b>Payment of Investment</b>	The proposed length of agreement is for 20 years. If the City terminates the agreement prematurely, the City agrees to reimburse USFWS the depreciated or prorated (to be determined by council) value of improvements made to the property.	The City plan does not impose any costs to the taxpayer of Crystal River in its operational or capital plan. Therefore it can if it is in the best interest of the City transfer management to others in the future there are no direct negative impacts to the City taxpayer.
<b>Entrance</b>	Install permanent fee booth, gate, landscaping and fencing. To be completed by 2020. <ul style="list-style-type: none"> <li>• Cost: \$100,000</li> </ul>	Make improvements on fee booth, create drive-through window for staff safety, move gate back to alleviate traffic congestion, install new entrance gates and permanent fencing. To be completed by 2021. <ul style="list-style-type: none"> <li>• Cost: \$50,000 in 2019 to make functional and reduce labor.</li> <li>• Further facade improvements complete by 2020</li> </ul>
<b>Interpretive Signage</b>	Add 8 interpretive signs, 6 panels and improve current kiosk panels. To be completed by 2020. <ul style="list-style-type: none"> <li>• Cost: \$20,000</li> </ul>	Add a combination of interpretive sign and trail signage throughout property. <ul style="list-style-type: none"> <li>• Cost: \$10,000</li> </ul>
<b>Restrooms</b>	Construction expected by 2020 <ul style="list-style-type: none"> <li>• Cost: \$250,000</li> </ul>	Construction in 2018/19 <ul style="list-style-type: none"> <li>• Cost: \$170,000</li> </ul>
<b>Wetland/Birding Platform and 2 Platforms Magnolia Springs</b>	Construction expected by 2020, design and placement of the overlooks on magnolia springs incorporated homeowner concerns. Wetland platform will be placed along ADA accessible trail. <ul style="list-style-type: none"> <li>• Cost: \$60,000</li> </ul>	Designs include ADA accessibility, minimal impact to habitat, and blinds on structure overlooking Magnolia Springs to address homeowners' concerns. Constructed in 2018/19. <ul style="list-style-type: none"> <li>• Cost: \$100,000</li> </ul>

### Three Sister Springs Management Plans Comparative Analysis

<b>ature Trails (1.75 miles list)</b>	<p>Improve existing trails (resurface with natural and pervious surfaces where possible, will meet ADA requirements). Construction expected by 2020. Bikes will be allowed on specified trails</p> <ul style="list-style-type: none"> <li>• Cost: \$75,000</li> </ul>	<p>Yes, improve trails as needed and create a bike path, install short boardwalk, an educational native flora trail and additional 0.25 mi trail. ADA requirements are a priority. Construction expected by 2025.</p> <ul style="list-style-type: none"> <li>• Cost: \$50,000</li> </ul>
<b>mporary Parking Lot</b>	<p>Construct accessible parking spaces. Construction expected by 2020.</p>	<p>Determine minimum parking requirements to minimize impacts, and improve permanent ADA parking. Construction expected to vary based on development details and timeline</p>
<b>egative Buffer</b>	<p>Proposed along Magnolia Trail (approximately 0.15 miles) and along property boundary where needed. Native vegetation will be used, including pollinator gardens where feasible. Construction expected by 2020.</p> <ul style="list-style-type: none"> <li>• Cost: \$35,000</li> </ul>	<p>Possible relocation of trails away from water's edge, plant native and Florida Friendly vegetation as recommend by SWFWMD and Citrus County Native Plant Society to protect and enhance shoreline.</p> <ul style="list-style-type: none"> <li>• Cost is part of the annual maintenance</li> </ul>
<b>ardwalk</b>	<p>Entrance support railing complete and certified.</p>	<p>TBD, City would like to consider additional platform platforms in the future.</p>
<b>otic and Invasive Plant Control</b>	<p>Annual spot treatments as needed by staff</p> <ul style="list-style-type: none"> <li>• Cost: labor and materials</li> </ul> <p>Entire property treated periodically (3-5 years) as needed.</p> <ul style="list-style-type: none"> <li>• Up to \$35,000/treatment</li> </ul>	<p>City has licensed exotic plant control employee who remove invasive annually.</p> <ul style="list-style-type: none"> <li>• Cost is part of annual maintenance</li> </ul>
<b>ndoor Educational Facility</b>	<p>Develop an outdoor educational facility up to 1,000 square feet with 12 parking spaces (including 2 bus spaces). If funding becomes available, construction may occur by 2026.</p> <ul style="list-style-type: none"> <li>• Cost: \$350,000</li> </ul>	<p>TBD Needs further discussion with Community Work Group. This plan includes a proposed outdoor/open area up to 1,000 square feet. Timeline not known at this time.</p> <ul style="list-style-type: none"> <li>• Cost: TBD</li> </ul>
<b>ff-site Education Center</b>	<p>The USFWS does not plan to construct the 2,000 to 20,000 square feet visitor/educational center.</p> <p>The Refuge is renovating their existing offices and visitor contact stations damaged by hurricane Hermine which will include improved educational/interpretive displays and a multi-purpose/education room separate</p>	<p>The City opened the Three Sisters Springs Center in 1990 in downtown Crystal River. Improvements will be made to building to enhance educational opportunities by 2025. No planned off site educational facility of USFWS for Manatee and Manatee habitat.</p>

### Three Sister Springs Management Plans Comparative Analysis

	from this plan.	
<b>Parking Lot</b>	Up to 12 parking spaces including accessible and bus spaces to support outdoor educational facility. Additional parking to meet ADA and operational needs will be evaluated in the future.	The City is looking to continue trolley operations, for parking closer to the property entrance. The City's goal is to minimize total parking onsite to reduce impact.
<b>Piers on Lake Crystal</b>	1-2 Piers 500 square feet or less. If funding becomes available, construction may occur by 2026. <ul style="list-style-type: none"> <li>• Cost: \$125,000</li> </ul>	2 Piers to be constructed 2019 <ul style="list-style-type: none"> <li>• Cost: \$60,000</li> </ul>
<b>Weather Shelter</b>	Construct a cover over an existing 150 square feet concrete slab to provide shelter during inclement weather. If funding becomes available, construction may occur by 2026. <ul style="list-style-type: none"> <li>• Cost: \$10,000</li> </ul>	City will add areas with shade and/or cover to provide shelter during inclement weather. To be constructed 2019 to 2027. <ul style="list-style-type: none"> <li>• Cost: \$1,000 to 2,000 each</li> </ul>
<b>Maintenance Shed</b>	150 square foot shed. If funding becomes available, construction may occur by 2026. <ul style="list-style-type: none"> <li>• Cost: \$2,500</li> </ul>	The City is not proposing to construct a shed onsite. The City has a maintenance shop 2 miles away. <ul style="list-style-type: none"> <li>• Cost: N/A</li> </ul>
<b>Grass</b>	Resurface 54,200 square feet of access road to reduce dust. If funding becomes available, construction may occur by 2026. <ul style="list-style-type: none"> <li>• Cost: \$500,000 to \$600,000</li> </ul>	Utilize heavier rock/shell aggregate to continue having pervious surfaces. Permeable paving options will be looked at. Construction 2020 - 2023 <ul style="list-style-type: none"> <li>• Cost: \$50,000</li> </ul>
<b>Native Plants</b>	Propose restoring 34 acres of native plants including pollinator garden. If desired, could restore 17 acres of wetlands. If funding becomes available, construction may occur by 2026. <ul style="list-style-type: none"> <li>• Restoration Cost: \$50,000 to \$200,000</li> <li>• Pollinator garden cost: \$5,000</li> </ul>	The City will work with SWFWMD, Citrus County Native Plant Society, and other contractors to restore natural hydric hammock habit and encourage other native plant growth. Construction will start 2019 – 2025 <ul style="list-style-type: none"> <li>• Cost: \$TBD likely grant eligible</li> </ul>
<b>Children's Nature Trail and/or Adult Art Trail</b>	Educational trail (replicas of bird nests, animal dens, fish, wildlife, animal tracks and scat). Long-term planning, unknown time frame.	A 0.5 mile loop educational trail with native flora and educational displays. Construction to start in 2020. <ul style="list-style-type: none"> <li>• Cost \$50,000 from future Enterprise funding grants if available.</li> </ul>

### Three Sister Springs Management Plans Comparative Analysis

<b>Utilities</b>	<p>Water, power, and sewer have been installed but need to be extended to support the new location of the restrooms proposed by the Community Working Group. Power is currently only available at the boardwalk.</p> <ul style="list-style-type: none"> <li>• Cost: \$115,000</li> </ul>	<p>2019-2020 Utilities services will be installed for complete long-term build out of plan. Build out may include power to gazebos, water fountains, safety lighting/security lighting listed as infrastructure in this plan.</p> <ul style="list-style-type: none"> <li>• Cost \$95,000</li> </ul>
<b>Littoral Zones</b>	<p>Long-term planning, unknown time frame.</p>	<p>The littoral zones in Lake Linda would be very expensive without contribution of clean fill by others.</p>
<b>Fish Stocking Program</b>	<p>Evaluate the need if stocking fish is needed in Lake Linda and partner with Florida Fish and Wildlife Conservation Commission</p>	<p>Start in 2019</p>
<b>Catch and Release</b>	<p>Catch and release program will be evaluated as part of the CCP process</p>	<p>Start in 2020</p>
<b>Mooring Area</b>	<p>Not included in this plan. Will be evaluated as part of the CCP process.</p>	<p>2018 -2022 Mooring area outside Three Sister Springs \$15,000 grant awarded to City in 2018 for mooring fill in Kings Bay</p>
<b>Benches</b>	<p>Planned as part of annual budget</p>	<ul style="list-style-type: none"> <li>• Start 2019 to 2027</li> </ul>
<b>Important Notes</b>		
<b>Item</b>	<b>USFWS</b>	<b>City</b>
<b>Partnership</b>	<p>USFWS would be responsible for implementing elements of the plan once approved by City Council and has funding (\$925,000) for projects included in Tier 1. The plan is based on and will assist the City in fulfilling the FCT restrictive covenants. The City may terminate the agreement for any reason with a 6-month notice but must reimburse USFWS if the agreement is terminated prior to the 20-year length. Approximately one-third of refuge staff time currently spent (~\$301,000) on management of the property annually at no cost to the City of Crystal River or its' citizens. All maintenance and repairs currently conducted and funded by the refuge at no cost to the City of Crystal</p>	<p>USFWS will be involved as it related to educational opportunities, manatee interactions and manatee health issues. Stakeholder groups will meet regularly to be inclusive in the decision making process. City will also work with the State of Florida to establish manatee sanctuaries in Three Sisters Springs, since USFWS will not continue regulating them.</p>

### Three Sister Springs Management Plans Comparative Analysis

	<p>River or its' citizens. <b>Legal liability falls on refuge/U.S. Fish and Wildlife Service at no cost to the City of Crystal River or its' citizens.</b></p> <p>Management decisions will be in accordance with National Wildlife Refuge System mission and policy. City also has no final decision-making authority but is vested concessionaire if desired.</p> <p>Current refuge staff has:</p> <ul style="list-style-type: none"> <li>• Biological expertise (plants, mammals, birds, ecology, springs, wetlands, etc.).</li> <li>• Experience in manatee management</li> <li>• Experience in habitat management.</li> <li>• Experience in exotic/invasive plant control.</li> <li>• Experience in habitat restoration.</li> <li>• Experience developing public facilities.</li> <li>• Experience managing public access to conservation lands.</li> <li>• Experience managing concessionaires.</li> <li>• Experience developing public outreach and education materials.</li> <li>• Experience developing interpretive programs for visitors.</li> <li>• Experience developing education programs for school groups.</li> <li>• Experience managing federally listed species and related outreach and education with the public (land and water).</li> <li>• Experience managing commercial activities on federally owned or managed lands in fair and equitable manner.</li> <li>• Experience developing tourism opportunities with local governments.</li> </ul>	
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## Three Sister Springs Management Plans Comparative Analysis

<b>Long-term Commitment</b>	<p>Improvements to property beyond Tier 1 projects are contingent upon funding from USFWS/ Refuge/Friends group. Contract will last a minimum of 20 years. If City wishes to cancel contract prior to 20 years, the City will be liable for costs of capital improvements onsite minus depreciated or prorated value (to be determined by City council).</p>	<p>City needs to develop long-term plan and Ordinances meet long-term standards.</p>
<b>Political Stability</b>	<p>The national budget for the USFWS has decreased in recent years. The President's FY2018 Proposed Budget included a \$10.4 million decrease for the National Wildlife Refuge System. However, the enacted appropriation provided an overall increase of \$2.8 million for the NWRs.</p>	<p>The City's budget for TSS has increase over the last few years and more positions have been added. The 2018 budget reflects a continued growth based on activity levels. City Council consists of 5 elected positions, and will provide policy oversight of Three Sister Springs.</p>
<b>Contractual Requirements</b>	<p>FCT requirements must be met, and this plan must be approved by FCT</p>	<p>FCT requirements must be met, and this plan must be approved by FCT</p>
<b>Monitoring Manatees in Three Sister Springs</b>	<p>USFWS has invested significant effort in managing manatees and people in Three Sisters Springs at no cost to the City or its' citizens. The refuge strives to protect warm water habitat at Three Sisters Springs for manatees when they need to be there to survive while maintaining public access by establishing the lobe closures based on manatee use patterns within the springs, banning paddle craft during manatee season, and developing and implementing a science-based management protocols to protect manatees during cold weather events. See page 9 of the management plan for details.</p>	<p>Springs would be closed intermittently during cold weather by USFWS. Manatee sanctuaries in the lobes Three Sisters Springs will be implemented by the City and monitored. Enforcement of manatee violations will be FWC and USFWS on request.</p>
<b>Tourism</b>	<p>National and international recognition of National Wildlife Refuge System (NWRs) increases tourism in the local area.</p> <p>Banking on Nature 2013: Crystal River National Wildlife Refuge (CRNWR) visitors have significant economic impact on local economy (Carver and</p>	<p>The property and the property around Three Sisters Springs would no longer be a part of the Crystal River National Wildlife Refuge. There have been concerns expressed that this would reduce tourism to the area; however, the Crystal River Refuge will still exist, and search trends show that most people search for "Crystal River" and "Crystal Springs", while few search for the</p>

### Three Sister Springs Management Plans Comparative Analysis

	<p>Caudill 2013).</p> <ul style="list-style-type: none"> <li>o Over 400,000 visitors to CRNWR annually</li> <li>o Total recreation (non-consumptive and fishing) expenditures \$24.2 million</li> <li>o 278 jobs</li> <li>o \$11.5 million employment income</li> <li>o \$4.6 million tax revenue</li> </ul>	<p>“Crystal River National Wildlife Refuge”. The City has increased its social media popularity by 150% in the 1 year alone. The Three Sisters Springs Center and trolley tours have helped increase business to the downtown</p>
<p><b>Liability</b></p>	<p>Legal liability falls on refuge/U.S. Fish and Wildlife Service at no cost to the City of Crystal River or its’ citizens.</p>	<p>Increased liability for the City, including in-water recreation. Additions to the current Florida League of Cities policy would be required.</p>
<p><b>Political Stability</b></p>	<p>The national budget for the USFWS has decreased in recent years. The President’s FY2018 Proposed Budget included a \$10.4 million decrease for the National Wildlife Refuge System. However, the enacted appropriation provided an overall increase of \$2.8 million for the NWRs.</p>	<p>The City’s budget for TSS has increased over the last 5 years and more positions have been added. The 2018 budget reflects a continued growth and lower ticket cost to special interest. City Council consists of 5 members who provide guidance to City functions. Both plans have potential negative aspect of political stability</p>

### Three Sisters Springs Management Plan

*Crystal River National Wildlife Refuge*




U.S. Fish and Wildlife Service

### Acquisition of Three Sisters Springs

- Crystal River National Wildlife Refuge & Friends group spearheaded acquisition
- National Wildlife Refuge Association
  - Coordinated Public and Private Partner funds: **\$10.5 million**
    - Asked City to apply for Florida Communities Trust grant
    - Southwest Florida Water Management District
    - Felburn Foundation
    - Department of Interior/US Fish and Wildlife Service
    - Community support and donations
- July 2010 – purchase/Management Plan/Management Agreement



### U.S. Fish and Wildlife Service Investment

Expenditure	Amount		
Capital Improvements	\$1,323,978		
Resource Management	\$60,000		
Purchase of Water Rights	\$3,225,000		

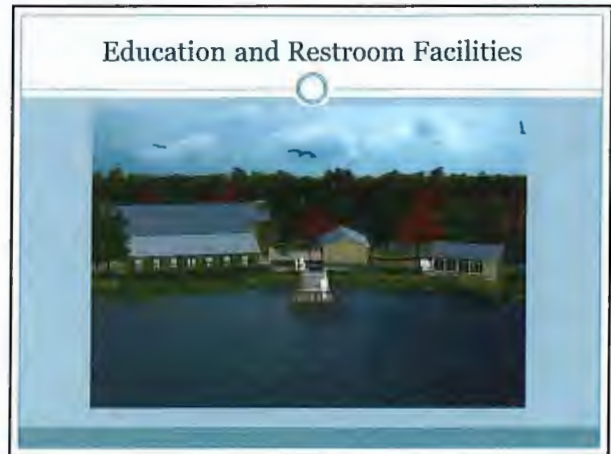
Annual Costs	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018
Staffing	\$276,000	\$301,715	\$358,200
Maintenance	\$28,000	\$26,000	\$30,000

### Initial Land Management and Planning

- 2010
  - Removed pine plantation
  - Removed boulders in the spring run
  - Removed unwanted structures and fencing
  - Began exotic plant treatments by staff
- 2011
  - Boardwalk with 5 viewing platforms constructed
  - Sequestered/Budget Control Act
- 2012
  - Development Master Site Plan - still pending approval by council
  - Management Plan revised/approved by FCT only – still pending approval by council







### Habitat Management

- Pine plantation removed
- Exotic plant control
  - Staff time and materials annually
  - 2013 licensed contractor treated entire property - \$25,000
  - 2018 licensed contractor on hold - \$35,000
- Native plantings
  - 60+ trees planted - Citrus County Native Plant Society
  - Treatment wetlands and springs - SWFWMD
- Encourage natural establishment of native shrubs and grasses

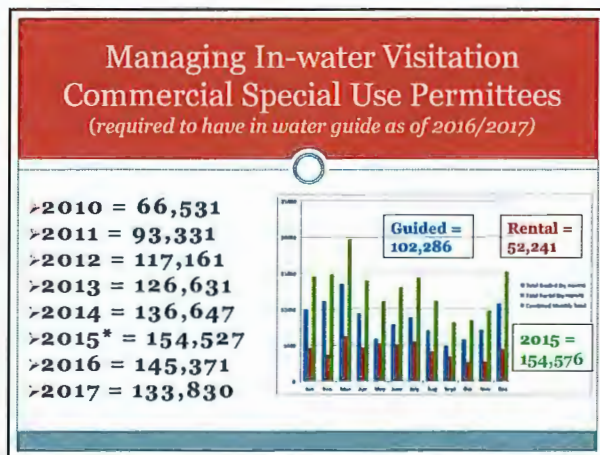




### Improved Manatee Protections in the Springs

- Facilitates emergency closures at critical times
  - Environmental/Biological guidelines
  - Temperature at Gulf based on 11 years of telemetry data

**Biological Guidelines Flow Chart and Temperature in Springs**



### On-site Environmental Education and Interpretation

- > 140 volunteers greet and educate visitors on boardwalk
- 30 interpretive programs provided FREE to the public per week during manatee season (2016/17 & 2017/18)
  - Walk through the Wetlands: 4/day
  - Beyond the Boardwalk: 4/day
  - Birdwatching Hikes: 2/week
- Pilot 4<sup>th</sup> and 5<sup>th</sup> grade education Crystal River Primary School - 2017
- CRPS Teacher training - 2017



- Permanent access road from Three Sisters Trail
- Guard house/fee booth
- Underground utilities (water & sewer) along the road
- Temporary fencing and gates
- Temporary parking
- Retention swales
- Pavilion

**Capital Improvements 2014/2015**  
 Funding allocated from Regional Office - 81.71 million  
 Federal Lands Access Program grant City - 8384,000  
 USFWS - 8782,500


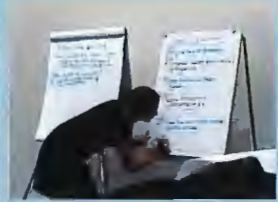


U.S. Fish and Wildlife Service

### Three Sisters Springs Community Working Group

2016: 4 Facilitated meetings - Formal Recommendations to City Council in October

2017: Prioritized recommendations - still pending Council approval

### Status of Management Agreement

- Poor coordination/rumor/innuendo about status of agreement
  - Three Sisters Springs Workshop: June 27, 2016
  - Planned events in December without notification
- January 25, 2017 council workshop
  - USFWS requested update management plan and agreement
  - Not invest any more money until completed
- April 2017
  - USFWS letter requesting update management plan and agreement
  - Not invest any more money until completed
- May 2017
  - City council voted to give 6-month notice of termination
  - Negotiated to update management plan and agreement
- August 2017
  - USFWS received termination letter with 90-day notice
- November 2017
  - USFWS reiterated commitment and desire to work together

U.S. Fish & Wildlife Service

**Tier 1** USFWS: \$925,000 Refuge: \$55,000 Friends: \$60,000

A. Improve Visitor Gaze and Fee Book  
 B. New Interpretive signs  
 C. Restrooms  
 D. Extend Utilities for Restrooms

E. Magnolia Springs Viewing Platform  
 F. Wetland Viewing Platform  
 G. Improve 1.75 miles of trails including ADA surfaces

H. Construct ADA accessible parking  
 I. Establish vegetative buffers and access trails  
 J. Exotic and Invasive plant control (17 acres)

Legend:  
 - Boardwalk  
 - Lake Crystal Trail  
 - Wetland Trail  
 - Three Sisters Springs Utk Boundary  
 - Beyond the Boardwalk Trail  
 - Pathless Trail  
 - Existing features  
 - Vegetation Buffer

**Crystal River Entry Gate Sketches**

**General Fabrication:**  
 All components should be professionally fabricated to ensure the proper presentation of the sculpture. The sculpture should be made of weather-resistant materials, including paint, as well as the use of weather-resistant materials.

**Visual References:**  
 - Visual Reference 1: A large sculpture of a manatee in a natural setting.  
 - Visual Reference 2: A smaller sculpture of a manatee in a natural setting.  
 - Visual Reference 3: A sculpture of a manatee in a natural setting.

**Color Suggestions:**  
 - Blue  
 - Green  
 - Brown

**Notes:**  
 - The sculpture should be placed in a natural setting.  
 - The sculpture should be made of weather-resistant materials.  
 - The sculpture should be made of weather-resistant materials.

Wingtip Works  
 David Williams  
 Wingtip Works © 2018

**Common Wetland Birds at Three Sisters Springs**

**Common Wetland Plants at Three Sisters Springs**

**Common Wetland Insects, Amphibians, Reptiles, and Fishes at Three Sisters Springs**

**Springs**  
 A spring is a natural outflow of groundwater or surface water. Springs are found in many parts of the world. The springs at Three Sisters Springs are located in the heart of the refuge.

**Manatees**  
 The spring water temperature is about 72-74°F year-round which is a warm temperature for manatees. The water is also very clear and free of pollutants. The springs are a popular destination for manatees.

**Springs**  
 A spring is a natural outflow of groundwater or surface water. Springs are found in many parts of the world. The springs at Three Sisters Springs are located in the heart of the refuge.

**Functional Agreement**

- Would allow Refuge to manage the property according to National Wildlife Refuge System mission and policy
  - All activities must comply with federal mandates/legislation
    - Refuge Recreation Act of 1962
    - National Wildlife Refuge System Administration Act of 1966
    - National Wildlife Refuge System Improvement Act of 1997
    - Federal Lands Recreation Enhancement Act

### Coordinated Management

- City Council approval of Management Plan
  - Refuge can then implement plan elements without additional approval by council
- Three Sisters Springs Coordination Committee
  - 5 members
    - × City Manager
    - × City Council Member
    - × SWFWMD representative
    - × Refuge Manager
    - × Resident of Crystal River
  - Provides valued input on management goals and planning efforts
  - Evaluates progress through regularly scheduled meetings
  - Manage by consensus; otherwise refuge manager consults with committee and makes final decision in accordance with NWRs mission in policy (\*Refuge assumes legal liability through agreement)



### Functional Agreement

- Refuge can't use appropriated funds on property it does not own unless:
  - Long-term agreement is in place: 20-years
  - If City agrees to reimburse the USFWS for depreciated or prorated costs of all capital improvements if terminated prematurely
- To support operations, share funds from ticket sales once the Refuge establishes an entrance fee
  - Up to 30% of current ticket price
  - \$3 to \$5 per person



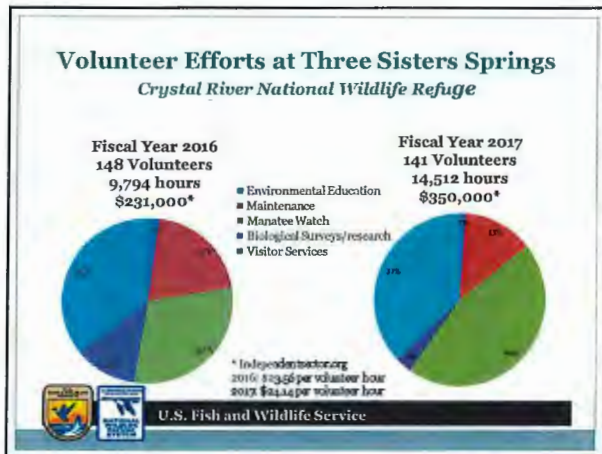

### Benefits to City to Retain Partnership

- Biological and habitat management capability and expertise
- Education & Interpretation programs
- Manatee management
- Management of in-water visitation at Three Sisters Springs
- Maintenance of infrastructure, grounds and facilities



### Benefits to City to Retain Partnership

- Legal liability at no cost to City or it's citizens
- Law enforcement coverage commitment
- National Wildlife Refuge System mission, federal law, and policy govern our actions - **predictability**
- Public input on programs, activities, and capital improvements required – **public buy in**
- \$1,040,000 funding (USFWS, Refuge, and Friends)
- Established volunteer program



- ### Disadvantages to Retaining Partnership
- Increased time for implementation due to environmental analysis and public input process
    - Legal, thoroughly vetted and environmentally sound
  - Budget dependent on annual Congressional appropriations
    - President's FY2018 Proposed Budget - \$10.4 million decrease for the National Wildlife Refuge System
    - Enacted appropriation - overall increase of \$2.8 million for the NWRS
    - Refuge has existed for 35 years and will continue to be funded

### Florida Communities Trust

21 Declaration of Restrictive Covenants

Status:  
17 Completed

- Land use/zoning changes - City
- Permanent recognition sign - USFWS
- Installation of wetland treatment area - SWFWMD
- Interpretive signs - USFWS & SWFWMD
- Wetland treatment area provide wildlife habitat - SWFWMD
- Wetland areas planted with native vegetation - SWFWMD/USFWS/Citrus County Native Plant Society
- Archaeological measures - none present
- Pedestrian sidewalk connection - City
- One-quarter mile or more of trails - USFWS
- Ensure site is part of Cross Town Trail - City
- No pumping, withdrawal diversion from or impoundment of ground or surface water - USFWS/Felburn Foundation

### Florida Communities Trust


21 Declaration of Restrictive Covenants

Status:  
Completed and continuous

- 12 regularly scheduled education programs per year - USFWS
- Preserve natural communities - USFWS & SWFWMD
- Protect native listed/non-listed wildlife and their habitats - USFWS & SWFWMD
- Exotic vegetation removal - USFWS & SWFWMD
- Implement invasive vegetation monitoring and control program - USFWS
- Feral animal removal program - USFWS

### Florida Communities Trust

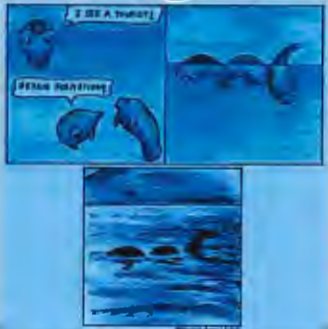
- 21 Declaration of Restrictive Covenants
- Status: 4 Initiated – lack of approval from council
- Construct 4 recreation facilities - USFWS
  - Pavilion, boardwalk
- Access to open water shoreline - USFWS
  - Kayak landing, fishing pier
- Locate and design parking with minimal impacts - USFWS
- Upland area planted with native vegetation - USFWS



### Teamwork



### Questions?





**Succession Planting**  
Plan includes:

- Native upland and/or wetland forest communities
- Native butterfly gardens



U.S. Fish and Wildlife Service



Economic Benefits to Crystal River from Refuge Visitation and Budget Expenditures*	
Recreation Expenditures	Net Economic Value
<ul style="list-style-type: none"><li>• 430,000 visitors</li><li>• \$24.2 million</li></ul> 	<ul style="list-style-type: none"><li>• 278 jobs</li><li>• \$11.5 million in employment income</li><li>• \$4.6 million in tax revenue</li></ul> <p>*Banking on Nature. Carver and Caudill 2013</p>

My name is Ed Flowers and I live in Crystal River.

A few months ago, I played my first Pickleball tournament in Lake City. It was held over a weekend and played on four courts. Players came in from TX , NC, TN, GA, and AL to participate. This brought in tourist money to local hotels, gas stations, RV parks, restaurants, local shops, etc.

Holding Pickleball tournaments in LeGrone Park would also allow players and their families to generate revenue at local businesses and tourist spots in Crystal River.

If I understand correctly, there are three (3) Pickleball court options on the table for discussion. I would like to provide my input on these options and present a 4<sup>th</sup> option to you.

### **Options:**

#### **1) Using the Basketball Court**

- There is a high cost to level off and resurface & paint the basketball court
- Additional cost to fence around the court
- This option would provide only two Pickleball courts
- Courts would face the wrong direction East/West instead of North/South
- Basketball players would lose their court

#### **2) New Pickleball Court Construction**

- The Chronicle stated \$45,000 for one court and \$65,000 for two courts
- This option provides 1-2 designated Pickleball courts, but 4 courts would better serve the community.
- The basketball court would remain
- All 4 tennis courts would remain

#### **3) Temporarily Taping of ONE of the existing four Tennis Courts**

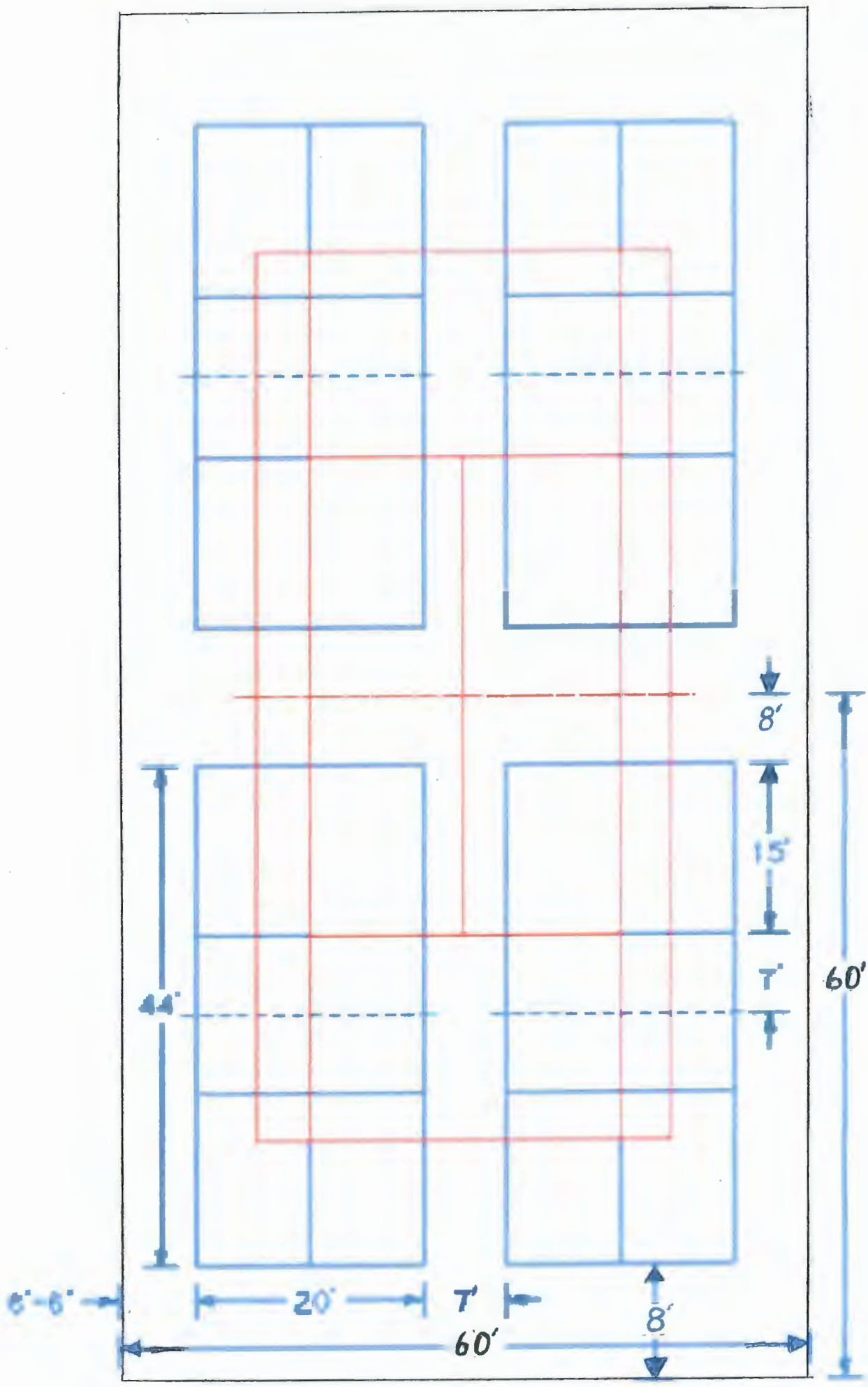
- One Pickleball court is not sufficient for the 20+ players who usually show up with Pickleball groups.
- Temporary tape deteriorates from the elements and is time consuming to clean up and replace.

#### **4) My Option - Repaint 4 Pickleball courts in the same amount of space of ONE tennis court (see attached diagram)**

- This would allow 4 designated Pickleball courts
- Would allow courts for warm-up, beginners, intermediate, and extreme players to play all at the same time
- These courts would correctly face North and South
- This option would cost UNDER \$6,500
- This would allow enough courts for tournament play (such as youth tournaments, open tournaments, and senior tournaments).
- This option would retain the basketball court
- This option would still retain three (3) tennis courts

In closing, I hope you will consider the 4 court option, which will provide the most usage of the space available at the most reasonable cost. Thank you.

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S





7011 Wilson Rd.  
West Palm Beach FL 33413  
561-964-2001, Fax: 561-964-5009  
www.sportsurfaces.com

## PROPOSAL/AGREEMENT

April 23<sup>rd</sup> 2018

### CUSTOMER

Crystal River FL

Agreement made between Sports Surfaces LLC. hereinafter called the Contractor and Bicentennial Park hereinafter called the Customer for the conversion of (1) tennis court into (4) pickleball courts with respect to the following terms and specifications:

#### COURT PREPARATION:

Court Size 60' x 120'

The Contractor will pressure clean and power blow court(s) as necessary to remove loose dirt, mildew and oil.

The Contractor will patch depressions greater than 1/8" after 1 hour drying time in sunlight, grind down any ridges as necessary. Depressions are low spots that hold water on the court. Cracks will be filled with crack filler.

The Contractor will paint net posts. Tennis Net posts and tennis net will remain to serve as a divider net.

Note: court must have a minimum of 1% slope in one plane in order to guarantee removal of water.

#### SURFACING OF TENNIS COURT(S)

The Contractor will apply (1) Coat of Acrylic Resurfacer over entire court area to fill voids and provide smooth surface.

The Contractor will apply (2) Coats of Acrylic Color Concentrate (two-tone), To provide in depth color over court surface.

Color Choice

*(Colors may be selected by visiting [www.sportmaster.net](http://www.sportmaster.net) and following the Court Designer link)*

The Contractor will add lines for (4) pickleball courts in white per regulations. No tennis court lines!

The Contractor shall thoroughly and expediently clean up all drums, trash, etc. upon job completion.

#### FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of \*\*\*\*\*FIVE THOUSAND FIVE HUNDRED DOLLARS (\$ 5,500.00)\*\*\*\*\*

# City of Crystal River



Minutes from the  
Regular Council Meeting held  
Monday, May 14<sup>th</sup>, 2018  
@ 7:00 p.m.



**Minutes of the  
Crystal River City Council  
Regular Council Meeting  
Monday, May 14<sup>th</sup>, 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 Fitzpatrick, Council member Gudis, Council member Holmes

**Council Absent:**

**Staff Present:** Finance Director Michelle Russell, City Attorney Jennifer Rey, City Clerk Fink, Public Works Director Beau Keene, Special Events Coordinator Leslie Bollin and Planning and Development Services Director Jackie Gorman.

Mayor Farley led in the Pledge of Allegiance and Council member Gudis led the invocation. Mayor Farley recognized County Commissioners Jeff Kinnard and Brian Coleman; and Sheriff Prendergast.

**2. ADOPTION OF AGENDA**

Mayor Farley requested that the agenda be amended to place item 3C before 3A.

**Motion to adopt the agenda as amended was made by Vice Mayor Brown; seconded by Council member Gudis. Motion carried unanimously.**

**3. PRESENTATIONS**

*A. Bikeways and Trails Master plan.....Dennis Dix, Hernando Citrus MPO*  
Dennis Dix, MPO Director discussed the Bikeways and Trails Master plan to facilitate connectivity among trails throughout the MPO area, pedestrian safety and traffic calming measures. He also addressed questions regarding pedestrian right of way at crosswalks, and announced his retirement.

*B. Better Speech and Hearing Month Proclamation .....Citrus Sertoma Club*  
Mayor Farley presented the proclamation to Sertoma Club members who thanked Council.

*C. Police Week Proclamation.....Sheriff Mike Prendergast*  
Mayor Farley presented the proclamation to Sherriff Mike Prendergast who discussed officers lost in the line of duty since January and CCSO Officers that lost their lives in the field.

**4. UNFINISHED BUSINESS**

**5. APPROVAL OF CONSENT AGENDA**

A. Motion to approve minutes from the Budget Workshop held March 29, 2018 and Regular City Council meeting held April 23, 2018

B. Motion to approve waiver of open container for the Music under the Stars Event scheduled for June 23, 2018

**Background:** [\[Agenda sheet\]](#) **Requested Motion: Motion to approve the waiver of open container request for the music under the stars event on June 23, 2018.**



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**5. APPROVAL OF CONSENT AGENDA**

A. Motion to approve minutes from the Budget Workshop held March 29, 2018 and Regular City Council meeting held April 23, 2018

B. Motion to approve waiver of open container for the Music under the Stars Event scheduled for June 23, 2018  
**Background: [Agenda Sheet Requested Motion: Motion to approve the waiver of open container request for the music under the stars event on June 23, 2018.**

**Summary:** The City Special Event Department is hosting an upcoming Music under the Stars events in Kings Bay Park on Saturday, June 23, 2018. They are asking for waiver of the City's open container policy for the duration of the event, 6:30-8:30 pm. This will allow attendees to bring in their beverage of choice along with their food. A CCSO Deputy will on site for the event.

**Staff Recommendation:** Staff recommends approval.

End of Agenda Sheet]

C. Motion to approve waiver of open container and road closure request for the City's Old Fashioned 4th of July

**Background:** Agenda Sheet **Requested Motion: Motion to approve waiver of open container and road closure for the Old-Fashioned 4<sup>th</sup> of July event.**

**Summary:** The City special events department will once again be hosting the Old-Fashioned 4<sup>th</sup> of July event at Kings Bay Park on Wednesday, July 4<sup>th</sup>. The event will include: live music, food vendors, games, contests, and beer and wine sold by a local non-profit. They are requesting closure of NW 3<sup>rd</sup> Street from Bay Path Drive from Tuesday, July 3<sup>rd</sup> at 9:00pm to Tuesday, July 4<sup>th</sup> at 11:30pm. They are also requesting a waiver of open container restrictions for the event area.

**Staff Recommendation:** Staff recommends approval

End of Agenda Sheet]

**Motion to approve the consent agenda was made by Council member Fitzpatrick; seconded by Vice Mayor Brown. Motion carried unanimously.**

## **6. PUBLIC INPUT**

*(Time Limit of Three Minutes)*

**Barry Bowman- 1711 NW 20th Ave-** Discussed a gasoline sheen appearing in a canal between 18<sup>th</sup> and 20<sup>th</sup> Court and ongoing efforts by City Water Patrol and FDEP to identify and address the issue, noting impact to residents and wildlife in the area. Council member Holmes suggested contacting USCG about a test kit and Mayor Farley confirmed that staff will contact FDEP for further follow up.

**Susan Wells- 3918 N Tallahassee Road-** Discussed an issue regarding lighting recently installed at the Days Inn, status of ongoing efforts to address it through staff and impact on the surrounding residents. Staff was directed to continue efforts to address the issue.

**Dan Marcum- 3918 N Tallahassee Road-** Discussed the intensity of the lighting discussed during the previous comment and other invasive elements in their surrounding area. Ms. Gorman then provided Council with an update including contact with the property owner and potential permitting issues.

**Joyce Palmer- Refuge Manager- Crystal River National Wildlife Refuge-** Discussed USFWS partnership with the City and next steps in finalization of the draft management plan, including appointment of a Council member to the Three Sisters Springs Coordination Committee and Mayor Farley confirmed that an item would be placed on the next Council agenda.

Further discussion was held regarding SWFWMD participation on the committee, approval process for the draft plan and agreement and timeline for completion. It was also noted by City Attorney Rey that the Committee could proceed with formation and discussion though authority of the committee to act would not be in place until the agreement was in place.

## **7. PUBLIC HEARING**

- A. Consideration of approval of Ordinance No. 18-O-06 amending the City of Crystal River Land Development Code, Chapter 4, Site Design Requirements, specifically Section 4.04.02(A), by eliminating the two (2) acre minimum for a Planned Unit Development (PUD) on First Reading and setting a public hearing for May 29, 2018



Background: [Agenda Sheet] **Requested Motion: Motion to approve Ordinance No. 18-O-06 amending Chapter 4, Section 4.04.02 of the Land Development Code eliminating the 2 Acre minimum requirement for Planned Unit Developments on First Reading and setting a public hearing for May 29<sup>th</sup>.**

**Summary:** The Crystal River Land Development Code, specifically Section 4.04.02 – Minimum requirements for a Planned Unit Development (PUD) Zoning District, Section A. states that the minimum land area for a PUD shall be two (2) acres.

PUD's allow flexibility by allowing Developer's to depart from "cookie cutter" lot forms and setback requirements, therefore allowing more creative uses of open space and urban design. Having a minimum lot size of 2 acres will take away opportunities for the development of downtown properties that do not meet this requirement.

Our Land Development Code has been written to protect those areas of interest that may be of concern during the design process and allows both Planning Commission and City Council to be involved in the approval process.

Staff is requesting that the minimum land area for a PUD be removed from the LDC in order to allow better development of properties within the City of Crystal River. This does not change any of the other processes in establishing the PUD (Public Hearings, Development Agreements, etc.).

The Planning Commission recommended approval of the proposed Ordinance on May 3, 2018.

**Staff Recommendation:** Approval

End of Agenda Sheet]

**Motion to read the Ordinance by title only was made by Council member Gudis; seconded by Council member Fitzpatrick. Motion carried unanimously.**

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE CITY OF CRYSTAL RIVER LAND DEVELOPMENT CODE, CHAPTER 4, SITE DESIGN REQUIREMENTS; SPECIFICALLY SECTION 4.04.02(A) BY ELIMINATING THE TWO (2) ACRE MINIMUM REQUIREMENT FOR A PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**Motion to approve Ordinance No. 18-O-06 amending Chapter 4, Section 4.04.02 of the Land Development Code eliminating the 2 Acre minimum requirement for Planned Unit Developments on First Reading and setting a public hearing for May 29<sup>th</sup> was made by Council member Gudis, seconded by Council member Fitzpatrick.**

Council Discussion: There was none.

Public Input: There was none.

**Motion carried unanimously on a roll call vote.**

**8. CITY ATTORNEY**

City Attorney Rey reported that Mr. Angeliadis' last day is May 25th.

**9. CITY MANAGER**

- A. Motion to award a three-year continuing contract for paving and related services to Pave-Rite, Inc. utilizing unit pricing: Group 1 = \$2,160.38; Group 2 = \$2,090.48; and Group 3 = \$2,098.95 subject to standard FDOT provisions for the adjustment of fuel and bituminous material cost fluctuations over the term of the contract

**Background:** [Agenda Sheet **Requested Motion: Motion to award a three-year continuing contract for paving and related services to Pave-Rite, Inc. utilizing unit pricing: Group 1 = \$2,160.38; Group 2 = \$2,090.48; and Group 3 = \$2,098.95 subject to standard FDOT provisions for the adjustment of fuel and bituminous material cost fluctuations over the term of the contract.**

**Summary:** The City budgets funds annually for general street/parking lot maintenance and resurfacing. Historically, this work has been let for competitive bid each year and the scope of work was limited to the specific roadway sections and/or parking lots identified in the bid documents.

This process did not allow for unforeseen projects like emergency roadway repairs that happen often with sink hole, water and sewer repairs. Under the purchasing policy staff is required to solicit three quotes, DPW has encountered difficulty in finding paving contractors who are willing to look at a repair areas and quote. To eliminate this hurdle and the potential for lower cost on smaller paving repairs, DPW is requesting the award of a three-year term continuing contract for paving and related services. Small projects are priced at Group 1 costs and for larger projects it would be Group 3.

If approved, DPW would enjoy the ability to quickly complete paving services as repairs arise --- similar to how we currently do for concrete and electrical work. Staff proposes to continue to bring major street selection with expected prices to Council for approval and the services would be paid out at the appropriate bid unit prices listed for Pave-Rite, Inc. (see attached).

In the interest of fairness and to be consistent with how FDOT operates the bid unit prices will be subject to adjustment for fuel and asphalt costs as they fluctuate over the three-year term. The calculation for the adjustment is to conform to FDOT's defined methodology which considers the date range between when the bid numbers were quoted and the time a project commences. The price adjustment can go up or down.

Workmanship and materials are to conform to FDOT's standard specifications and include a one-year contractor warranty.

The following price proposals were received in response to the advertisement for bids:

<u>Bidder</u>	<u>Location</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Total</u>
Pave-Rite, Inc.	Lecanto, FL	\$2,160.38	\$ 2,090.48	\$ 2,098.95	\$ 6,349.81
D.A.B. Constructors, Inc.	Inglis, FL	\$8,874.00	\$12,790.50	\$20,754.05	\$42,418.55
Art Walker Construction, Inc.	Ocala, FL	\$9,936.00	\$ 8,454.00	\$11,579.00	\$29,969.00

The lowest responsive bidder is Pave-Rite, Inc. who has been awarded our annual paving contract for the past several consecutive years and has performed satisfactorily.

**Staff Recommendation:** Award a three-year continuing services contract for paving services to Pave-Rite, Inc. End of Agenda Sheet]

Ms. Russell provided a brief overview of the item to Council.

**Motion to award a three-year continuing contract for paving and related services to Pave-Rite, Inc. utilizing unit pricing: Group 1 = \$2,160.38; Group 2 = \$2,090.48; and Group 3 = \$2,098.95 subject to standard FDOT provisions for the adjustment of fuel and bituminous material cost fluctuations over the term of the contract was made by Council member Holmes; seconded by Council member Gudis. Motion carried unanimously.**

- B. Motion to enter into a professional services agreement with Long & Associates Architects/Engineers, Inc. for architectural/engineering services related to the assessment of alternative sites and master planning of a new City Hall

**Background:** Agenda Sheet **Requested Motion: Motion to enter into a professional services agreement with Long & Associates Architects/Engineers, Inc. for architectural/engineering services related to the assessment of alternative sites and master planning of a new City Hall.**

**Summary:** On 3/12/2018, Council authorized Staff to begin negotiations with Long & Associates Architects/Engineers, Inc. ("Long") for architectural/engineering services related to the commencement of a feasibility study for a new City Hall.

With reference to the attached fee proposal, Long suggests progressing through a series of steps so that a consensus can be developed before moving on to the next sequential task.

For the initial effort, Long proposes to assess alternate sites and develop a master plan with includes a needs assessment and conceptual drawings.

Long proposes to provide these services on a time and expense basis at their standard rates with a not-to-exceed limit of \$60,000.00.

The proposed approach and fee arrangement appear logical and Staff recommends approval of Long's proposal.

**Staff Recommendation:** Enter into a professional services agreement with Long & Associates Architects/Engineers, Inc. for architectural/engineering services related to the assessment of alternative sites and master planning of a new City Hall. End of Agenda Sheet]

Mayor Farley noted that the purpose is also to determine the site. Council member Holmes requested a detailed attendance record and timesheet for work performed. Public Works Director Beau Keene addressed Council questions regarding the pricing.

**Motion to enter into a professional services agreement with Long & Associates Architects/Engineers, Inc. for architectural/engineering services related to the assessment of alternative sites and master planning of a new City Hall was made by Vice Mayor Brown, seconded by Council member Gudis. Motion carried unanimously.**

- C. Competitive Florida Partnership Grant

**Background:** [Agenda Sheet **Requested Motion: Motion to approve a proposal to DEO requesting for the 2018 Competitive Florida Partnership Grant.**

**Summary:** Crystal River could use Professional services to assist staff in providing information to our public with specific long term picture and strategies for obtaining more commercial waterfront space and identifying public and private goals and objectives within the Bayside Waterfront District.

The City is seeking a grant to assist with developing a long-term strategy to expand access in existing public (or private) spaces to accommodate commercial activities while preserving the integrity of our waterfront neighborhoods. If it is found that the demand in the selected waterfront area is greater than what can be reasonably accommodated in existing public and private facilities, the master plan will identify potential properties that could be acquired in the future to accommodate additional waterfront access.

Partnered with Competitive Florida staff, the community will undertake an asset-based, community-driven approach to writing an economic development strategy.

**Staff Recommendation:** Approval End of Agenda Sheet]

**Motion to approve a proposal to DEO requesting for the 2018 Competitive Florida Partnership Grant was made by Council member Gudis; seconded by Council member Holmes. Motion carried unanimously.**

D. DEO Technical Assistance grant

**Background:** [Agenda Sheet **Requested Motion: Motion to approve a proposal to DEO requesting \$40,000 from the Community Planning Technical Assistance Grant for the 2018 Bayside Complete Streets Study.**

**Summary:** The Florida Legislature has appropriated funding to the Florida Department of Economic Opportunity (DEO) for Community Planning Technical Assistance Grants. The grants provide communities the opportunity to develop innovative planning and development strategies to promote a diverse economy, vibrant rural and suburban areas and meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas.

Attached you will find a proposal submitted by the City requesting \$40,000 to fund a study that would produce a Multimodal traffic circulation master plan based on Complete Streets design criteria that would support the activities identified in the Bayside Master Plan.

The project will produce an actionable intermodal design for the Bayside Study Area that can be ready for approval by City Council. The plan, when implemented in later projects, would provide safe, inviting facilities for people of all ages, abilities and modes within the Bayside study area.

**Staff Recommendation:** Approval End of Agenda Sheet]

**Motion to approve a proposal to DEO requesting \$40,000 from the Community Planning Technical Assistance Grant for the 2018 Bayside Complete Streets Study was made by Council member Holmes; seconded by Vice Mayor Brown. Motion carried unanimously.**

**10. CITY COUNCIL**

**11. COMMITTEE REPORTS**

- A. Mayor Farley
  - *Waterfronts Advisory Board* - Reported on Riverwalk survey and presentation discussion and Kings Bay jurisdictional issues.
- B. Vice Mayor Brown
  - *Withlacoochee Regional Water Supply Authority Crystal River Main Street*
- C. Council member Fitzpatrick
  - *Metropolitan Planning Organization-* Meets tomorrow.
- D. Council member Gudis
  - *Tourist Development Council*
  - *Library Governing Advisory Board*
  - *Florida League of Cities*
  - *Citrus County Community Charitable Foundation Board-* Reported that the Board is accepting grant applications.
- E. Council member Holmes
  - *Keep Citrus County Beautiful-*
  - *Springs Coast Steering Committee-*

**12. COMMUNICATIONS**

Council member Gudis reported on a recent proclamation presentation for the USCG Auxiliary Group.

**13. COUNCIL MEMBER REPORTS**

- A. Mayor Farley-Commented on City Attorney Angeliadis’ retirement.
- B. Vice Mayor Brown- Discussed great turn out the recent One-Rake-at-a-Time event.
- C. Council member Fitzpatrick- Commended work of CRO Deputy Roush.

Mayor Farley commended Commander Dalton for his work with the City and philanthropic efforts.

- D. Council member Gudis
- E. Council member Holmes- Reported on the upcoming Eel Grass Planting Event being held May 18<sup>th</sup> at Hunter Springs Park.

**14. PUBLIC INPUT**

*(Five Minute Time Limit)*

**Mike Engiles- Crystal River Watersports-** Discussed a grant received for preliminary planning of a mooring field recently received by the City, inquiring about the purpose of establishing mooring fields and shared concerns expressed among the guides regarding the impact on their businesses. Council discussion was held regarding addressing existing mooring issues in Cedar Cove, as well as controlling access and navigational issues in the area around the Three Sisters Springs entrance. Clarification was also provided regarding an assertion made regarding the City’s intent to establish a mooring field outside of Hunter’s Cove.

*Mary Morgan-Crystal River-* Clarified that issues regarding boats anchoring and impeding navigable waterways in the area outside of Three Sisters Springs is caused by privately owned vessels and rental boats, not tour boats. She also discussed difficulties in educating paddlers on staying out of the channel.

*Peter Weber-Crystal River-* Inquired as to why a consultant would be requested to identify a City Hall location and Vice Mayor Brown and Council member Gudis provided explanation of the purpose.

**15. ADJOURNMENT**

**Mayor Farley adjourned the meeting at 8:19 p.m.**

# City of Crystal River



## DEPARTMENTAL MONTHLY REPORTS SUMMARY

April 2018



## *Departmental Monthly Reports Summary*

**FINANCE DEPARTMENT: No Report available at agenda deadline.**

### **CLERK'S OFFICE:**

During the month of April Clerk's office staff attended and prepared minutes for 6 meetings, handled 17 public records requests, handled 2 lot purchase/sales inquiries and 0 deed inquiries, 1 plot marking request, prepared and filed 1 liens, prepared and filed 1 release of liens, and prepared 6 agendas and 13 agenda items, performed - notarizations, and the Clerk's office facilitated 1 bid openings. Clerk's office staff published advertising and notices of meetings, ordinances and workshops. Staff facilitated election related tasks. Staff provided admin support to the Waterfronts and Community Services Department. Staff facilitated legal and IT requests, managed cellphone account, FEMA reporting, printer and postage reports, maintained the Golf Cart registry and handled golf cart registrations.

### **FIRE DEPARTMENT:**

CRFD responded to 21 calls during the month of April, with 4 calls being canceled. There were 19 calls in cit6 of which were canceled, 2 outside of city calls 1 of which was canceled. Total water usage for the period was approximately 2500 gallons.

**PLANNING & DEVELOPMENT SERVICES: No report available at agenda deadline.**

### **Permitting & Inspections:**

During the month of April there were 45 permits issued for a total of \$20,691.00. There were a total of 110 inspections of which 109 were building inspections, and 1 final fire inspection and 0 fire plan reviews. The inspections were performed as follows:

Ed Hollenbeck, Building Official – 109

Mark Jones, CBO – 0

Mike Dow, Fire Inspection – 1

### **PUBLIC WORKS:**

**Parks:** Nothing new to report.

**Personnel:** Interviews were held for the mechanic position; that position has proven challenging to fill.

**Facilities:** Staff worked with Long & Associates to finalize a professional services agreement related to the feasibility study for a new City Hall for Council's consideration.

**Public Water:** US Water routinely fixes minor water line leaks --- no significant breaks this period.

Discussions continued with Florida Rural Water Association and FDEP regarding a comprehensive water meter replacement program



**Public Sewer:** It was determined that the wastewater treatment plant does in fact qualify for a 10-year permit (vs. the typical 5-year) and the FDEP renewal application was modified accordingly; the FDEP offers a 10-year permit to facilities that have maintained a satisfactory record of compliance and accurate reporting as a financial incentive to encourage such.

The odor control media at Lift Station #19 (TSST/Ft. Island Trail) was replaced

**CRA:** The majority of the work on the CRA sidewalk railing replacement project was complete this period.

The landscaping portion of the CRA split-rail beautification project commenced.

**Roads:** The FY2018 thermoplastic pavement striping and marking project progressed as scheduled.

The multi-year paving bid was advertised.

DPW began performing the traffic counts as necessary for the Comprehensive Plan's Transportation Element

**Drainage:** Nothing new to report.

**Grant Projects:** Staff continued working with FEMA and Division of Emergency Management re: the mitigation grant for sanitary lift station emergency pumping.

Staff provided review comments to the consultant engineer for the Wastewater Master Plan being performed under the Indian Waters Phase I grant project

### **SPECIAL EVENTS:**

In April the City hosted two events: Movie on the Beach and Music Under the Stars. Movie on the Beach was another great success with approximately 150 people in attendance. Due to inclement weather the Music Under the Stars event was canceled. This event has been rescheduled for June 23<sup>rd</sup>. Planning continues for the 3<sup>rd</sup> Annual Kings Bay Pirate Fest which has continued to grow each year. Also, staff is in the planning stages for a new summer event at Hunter Springs Park!

### **WATERFRONTS AND COMMUNITY SERVICES:**

#### **Business Licenses**

There were 9 businesses that opened in the City between March 1<sup>st</sup> and April 30<sup>th</sup>, 2018.

- Vapor Spot and Smoke Inc. (tobacco shop), 51 NW Hwy 19, CR
- White's Quality Auto (used car sales), 824 NE 5<sup>th</sup> Street, CR
- Kem Wilson Jones, (hair stylist at M Hair Studio), 28 NE 4<sup>th</sup> Street, CR
- Randi Cochran Longfellow, (hair stylist at M Hair Studio), 28 NE 4<sup>th</sup> Street, CR
- Miranda King, (hair stylist at M Hair Studio), 28 NE 4<sup>th</sup> Street, CR
- Christine Kirby, (hair stylist at M Hair Studio), 28 NE 4<sup>th</sup> Street, CR

- Haley Rain Skin and Wax Boutique (Esthetician), 717 Hwy 19, CR
- Manatee Marquee (storage facility), 256 NE 4<sup>th</sup> Street, CR
- Patrick Russell (handyman), home occupation

### **Code Enforcement**

- 22 cases opened
  - 10 new cases prepared for hearings
  - 5 cases taken to hearings (2 vacation rentals, 2 business license, 1 Building Dept.)
  - 5 complaints investigated, verified, and case folders prepared
  - 30 violations observed, case folders prepared
  - 19 cases closed
  - 0 cases referred to County
- Vacation rentals: Investigation continued to ensure compliance which resulted in the two aforementioned new cases being taken to hearings.
  - Improved internal notification to the Building and Planning Dept. regarding cases with permit and building/zoning violations.

### **Park Rangers**

**Hunter Springs Park:** Park rangers received numerous calls related to reserving the pavilion at Hunter Springs Park; callers were advised to contact the Public Works Department for reservations. Compliance with parking was very good overall within and near Hunter Springs Park. Staff encountered several parking issues due to the high volume of people wanting to be closer to the park than the overflow area.

Park Ranger staff believes that signs are needed on NE 2<sup>nd</sup> Street near NE 1<sup>st</sup> Avenue showing additional parking area.

New signs were installed at the rock jetty advising people to NOT climb on the rocks; which appears fairly effective so far.

**LeGrone Park:** Two water leaks by the tennis courts were reported to Public Works and were fixed and problems with the bathroom auto locks were resolved by Public Works and Park Rangers.

**Yeoman Park:** The water issues were resolved and the park was re-opened.

Additional:

- Park Rangers answered questions regarding manatees and the area amenities through public interactions at the City parks.
- Staff erected warning signs for possible flooding during a tornado and flood watch.
- Damage occurred to the dock at Kings Bay that is used by the City and Sheriff Office. It was caused by a Manatee tour boat that came in very fast due to the storms and excessive winds. Proper personnel were informed.

- Park Ranger posted warnings on boat trailers parked on NW 1<sup>st</sup> Avenue (behind the Military Outlet). Park Ranger resolved the issue by talking with Kings Bay Lodge as one of their employees stated they were directing people to park there.

### **Three Sisters Springs**

Three Sisters Springs had a total of 1,080 visitors in April, which was 300 less visitors than we had during April of last year. As manatee season ended, staff worked on projects to improve visitor services and ready for the next manatee season. Staff continued to work with U.S. Fish and Wildlife Service on various projects, such as interpretive signage and improvement to road conditions.

Three Sisters Springs was featured in a documentary released by PBS called The Forgotten Coast: Wild Florida. This documentary explored many local attractions along the Nature Coast.

This month on social media:

- Facebook:
  - New followers: 491
  - Total followers: 24,233
  - Post with the most people reached: 6,269 people on Earth Day post about The Forgotten Coast PBS documentary
- Instagram:
  - Total followers: 2,482
  - Photo with the most likes: 253
- Appeared in 18 news articles

A decision by Council vote it was determined that the U.S. Fish & Wildlife Service (USFWS) would continue manage the 57-acre site for the next 20 years.

### **Water Patrol**

Strong winds in April caused an increased number of vessels coming loose from moorings: 6 vessels came loose and 1 washed ashore. This also increased the risk to paddle craft and other vessels and a few required transport and safe return to port. A majority of vessels in distress had lack of proper safety equipment and/or the owner lacked boating knowledge.

Potential violations observed while on patrol (not all potential violations observed or reflected):

- 40 vessel speed concerns
- 10 no dive flag where required
- 21 paddle craft or boats without proper safety equipment
- 18 Bow Riding
- 0 vessel sunk
- 6 vessels loosened from mooring and/or adrift
- 1 additional vessel washed ashore/beached after being adrift.

# City of Crystal River



## DEPARTMENTAL MONTHLY REPORTS

April 2018

# City of Crystal River



## FINANCE DEPARTMENT Departmental Monthly Report

April 2018

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 7A

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**Requested Motion:** Motion to approve Ordinance No. 18-O-06 amending Chapter 4, Section 4.04.02 of the Land Development Code eliminating the 2 Acre minimum requirement for Planned Unit Developments on Final Reading

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**Summary:** The Crystal River Land Development Code, specifically Section 4.04.02 – Minimum requirements for a Planned Unit Development (PUD) Zoning District, Section A. states that the minimum land area for a PUD shall be two (2) acres.

PUD's allow flexibility by allowing Developer's to depart from "cookie cutter" lot forms and setback requirements, therefore allowing more creative uses of open space and urban design. Having a minimum lot size of 2 acres will take away opportunities for the development of downtown properties that do not meet this requirement.

Our Land Development Code has been written to protect those areas of interest that may be of concern during the design process and allows both Planning Commission and City Council to be involved in the approval process.

Staff is requesting that the minimum land area for a PUD be removed from the LDC in order to allow better development of properties within the City of Crystal River. This does not change any of the other processes in establishing the PUD (Public Hearings, Development Agreements, etc.).

The Planning Commission recommended approval of the proposed Ordinance on May 3, 2018.

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**Staff Recommendation:** Approval

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**Funding Information:**

Project Cost:

Funding Source:

Amount Available:

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**Finance Department Approval:** \_\_\_\_\_

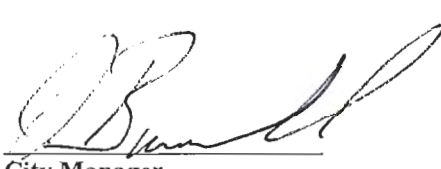
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**Approvals:**



\_\_\_\_\_

Originating Department



\_\_\_\_\_

City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Ordinance No. 18-O-06

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**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

**ORDINANCE NO. 18-O-06**

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE CITY OF CRYSTAL RIVER LAND DEVELOPMENT CODE, CHAPTER 4, SITE DESIGN REQUIREMENTS; SPECIFICALLY SECTION 4.04.02(A) BY ELIMINATING THE TWO (2) ACRE MINIMUM REQUIREMENT FOR A PLANNED UNIT DEVELOPMENT (PUD); 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 update and revise the City's Land Development Code relative to the regulation of Planned Unit Developments (PUD's; and

**WHEREAS**, the City Council of the City of Crystal River understands the importance and significance of having a well planned community within the City of Crystal River; 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 May 3, 2018; and

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

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

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

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

**SECTION 1. PURPOSE.**

The purpose of this Ordinance is to amend the requirement for minimum land area for a Planned Unit Development (PUD) as set forth in the City of Crystal River Code of Ordinances, Appendix A, Land Development Code, Chapter 4 - Site Design, Section 4.04.02 Minimum requirements for a PUD

District; for the reasons set forth in the above "WHEREAS" clauses, which are incorporated herein, in haec verba.

**SECTION 2. AUTHORITY.**

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

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

Chapter 4, Section 4.04.02(A) Minimum requirements for a PUD district as follows:

- A. There is not a minimum land area requirement for a PUD.

**SECTION 3. REPEAL OF CONFLICTING ORDINANCES.**

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

**SECTION 4. SEVERABILITY.**

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

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon passage.

**ATTEST:**

**CITY OF CRYSTAL RIVER**

\_\_\_\_\_  
**MIA FINK, CITY CLERK**

\_\_\_\_\_  
**JIM FARLEY, MAYOR**

**PASSED** on First Reading \_\_\_\_\_

**NOTICE** Published on \_\_\_\_\_

**PASSED** on Second & Final Reading \_\_\_\_\_



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

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George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Brown \_\_\_\_\_

Gudis: \_\_\_\_\_

Holmes: \_\_\_\_\_

Farley \_\_\_\_\_

Fitzpatrick \_\_\_\_\_

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 7B

**Requested Motion:** Motion to approve Ordinance No. 18-O-10 amending Chapter 20 of the City of Crystal River Code of Ordinances "Advisory Boards and Commissions", Section 20-32 "Appointment" changing the total number of appointed (WAB) members from twelve (12) to nine (9) on first reading and setting a public hearing for June 11, 2018.

**Summary:** The City of Crystal River Code of Ordinances, specifically Chapter 20 "Advisory Boards and Commissions", Section 20-32 – "Appointment" addresses the consistency and makeup of the Waterfronts Advisory Board.

During the March 12, 2018 meeting, Council approved updated bylaws for the Waterfronts Advisory Board, which included a change to the member composition from nine (9) members to seven (7) members and two (2) alternates.

It was later determined that in order to ensure consistency between the bylaws and City Code, adoption of an ordinance amending the language pertaining to the total number of appointed board members was necessary.

The Waterfronts Advisory Board was briefed on the upcoming revision during their meeting held May 1<sup>st</sup>, 2018.

**Staff Recommendation:** Approval

**Funding Information:**

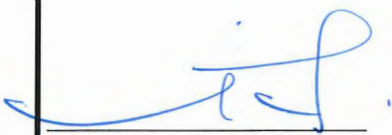
Project Cost:

Funding Source:

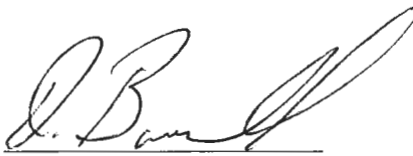
Amount Available:

**Finance Department Approval:** \_\_\_\_\_

**Approvals:**



\_\_\_\_\_  
Originating Department



\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Ordinance No. 18-O-10

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

**ORDINANCE NO. 18-O-10**

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, CHAPTER 20 - ADVISORY BOARDS AND COMMISSIONS, SECTION 20-32 APPOINTMENT, CHANGING THE TOTAL APPOINTED MEMBERS FROM TWELVE (12) TO NINE (9); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Crystal Code of Ordinances, specifically Chapter 20, Advisory Boards and Commissions, stipulates the number of appointed members for the Waterfront Advisory Board; and

**WHEREAS**, the Waterfront Board recently amended the Bylaws by changing the number of appointed members from twelve (12) to nine (9); and

**WHEREAS**, the City Council of the City of Crystal River, Florida recognizes the need to update and revise the By-laws from time to time; 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 CODE OF ORDINANCES IS AMENDED AS FOLLOWS:**

**SECTION 1. PURPOSE.**

The purpose of this Ordinance is to amend Chapter 20, Section 20-32 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.

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

## **CHAPTER 20 - Chapter 20 - ADVISORY BOARDS AND COMMISSIONS**

### **Section 20-32 – Appointment**

The waterfronts advisory board shall consist of nine (9) members appointed by the city council including five (5) members being residents of the city and two (2) members being residents of Citrus County plus two (2) alternate members. The board will include at least one (1) person from the following categories, when possible:

- (1) Dive/tourism industry;
- (2) Environmental specialist;
- (3) An attorney not employed by the city;
- (4) Financial services industry (i.e., banker, CPA, etc.);
- (5) Restaurateur/merchant/hotel operator;
- (6) Engineer, architect, builder or other construction professional;
- (7) Operation of a commercial fishing or related business.

The appointment of members to the waterfronts advisory board shall be made in such a manner that whenever possible, the terms of office of the members in categories (1) through (4) shall take place during alternating appointment cycles with members in categories (5) through (7).

### **SECTION 3. REPEAL OF CONFLICTING ORDINANCES.**

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

### **SECTION 4. SEVERABILITY.**

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

**SECTION 6. EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon passage.

**ATTEST:**

**CITY OF CRYSTAL RIVER**

\_\_\_\_\_  
**MIA FINK, CITY CLERK**

\_\_\_\_\_  
**JIM FARLEY, MAYOR**

**PASSED** on First Reading \_\_\_\_\_

**NOTICE** Published on \_\_\_\_\_

**PASSED** on Second & Final Reading \_\_\_\_\_

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

**VOTE OF COUNCIL:**

Brown \_\_\_\_\_

Gudis: \_\_\_\_\_

Holmes: \_\_\_\_\_

Farley \_\_\_\_\_

\_\_\_\_\_  
Jennifer Rey, City Attorney

\_\_\_\_\_  
Fitzpatrick

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9A

**Requested Motion:** Motion to approve "Interlocal Agreement Between Citrus County, Florida and The City of Crystal River, Florida Titled: Citrus/Crystal River Automatic and Mutual-Aid Response Plan"

**Summary:** The City of Crystal River and Citrus County have been providing fire service related Mutual Aid to each other since the Departments were formed. The current Mutual Aid Agreement between the City and County is dated May 17, 1988. This agreement states that if one agency needs aid the other would supply that aid upon request. Since the early to mid 90's the two Departments have been operating on an automatic aid basis. Meaning, based on the type of call, automatic aid is put into place, both into and out of the City on the initial callout. The agreement before you puts this response process into a written form that allows both the City and County to continue providing the highest level of safety to our residence and neighbors. The new agreement has both an automatic as well as a standard mutual aid provision. Automatic aid into the City will be only for structure fires. Automatic aid from the City to the County will be a) structure fires to the beats hi-lighted on the map, b) brush fires one beat north of City, c) vehicle fires one beat north of the City. All other calls will be handled under the standard Mutual Aid provision. Meaning a verbal request is required.

The Fire Service, whether the City or the County, strives to deal with all issues that it is tasked. However there are times that additional resources are required. That is why we use agreements of this nature, to assist our neighbors in need. One thing to keep in mind is that this agreement may be more important to the City due to the number of neighbors that it has.

**Staff Recommendation:** Staff recommends the approval of Citrus /Crystal River Automatic and Mutual-Aid Response Plan.

**Funding Information:**

Project Cost: Reimbursement of supplies provision.

Funding Source:

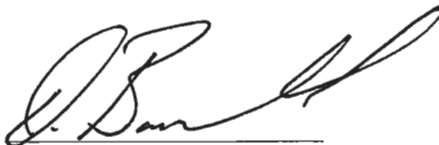
Amount Available:

**Finance Department Approval:** \_\_\_\_\_

**Approvals:**



Originating Department



City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Interlocal Agreement

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN  
CITRUS COUNTY, FLORIDA  
AND  
THE CITY OF CRYSTAL RIVER, FLORIDA**

**Titled:**

**CITRUS/CRYSTAL RIVER AUTOMATIC AND MUTUAL-AID RESPONSE PLAN**

THIS INTERLOCAL AGREEMENT (the Agreement) dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), and the CITY OF CRYSTAL RIVER, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "CITY"), all collectively referred to as the "PARTIES".

WHEREAS, the Parties presently maintain and operate emergency service departments, with firefighting, rescue, and emergency medical equipment with associated personnel; and;

WHEREAS, the Parties wish to enter into this Agreement for the provision of Automatic Aid and Mutual Aid; and

WHEREAS, the Parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency or disaster too great to be dealt with unassisted or in a situation in which a party may not be able to expeditiously respond due to commitments at the time of a particular incident or event; and;

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

NOW THEREFORE, incorporating the above recitals as stated herein, it is agreed by and between the Parties hereto that each of the Parties agree to assist the other pursuant to the following stipulations, provisions and conditions:

1. **Recitals.** The recitals set forth herein are accurate, correct and true, and incorporated herein by this reference.
2. **Definitions.** As used in this Agreement, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.
  - (a) "Aiding Fire Rescue Department" means the fire rescue department providing Automatic or Mutual Aid to the Alarm Fire Rescue Department.
  - (b) "Alarm Fire Rescue Department" or "Agency" means the fire rescue department in whose jurisdiction the emergency occurs.

- (c) "Automatic Aid" means the automatic dispatch of pre-specified fire department apparatus with a minimum of two (2) personnel from the fire department providing the "aid" to the fire department primarily responsible for the property location.
- (d) "Mutual Aid" means a request for assistance and response by another jurisdiction for apparatus, equipment and/or personnel. Mutual Aid provides for the shared use of resources to properly manage large or multiple incidents. The requested responding units will be specified and a decision made by the Aiding Fire Rescue Department if resources are available to respond.
- (e) "Notification" means to inform the individual or the entity identified of knowledge of the incident. Notification in and of itself does not mandate response if the situation is under control by the units on scene.
- (f) "Structure Fire" means a fire involving the structural components of various types of residential, commercial, or industrial buildings. Residential buildings range from single-family detached homes and townhouses to apartments and tower blocks, or various commercial buildings ranging from offices to shopping malls. This is in contrast to vehicle fires, wildfires, or other outdoor fires.

3. **Purpose and Intent.**

- (a) The purpose and intent of this Agreement is for the Parties to provide the best service possible to residents of their respective jurisdiction to include Automatic Aid for a reported structure fire and Mutual Aid for reported fire alarms, medical emergencies, rescue scenarios, and brush fires. The Parties agree to provide such reciprocal assistance on an Automatic Aid and Mutual Aid basis based on availability. The Parties further agree to provide for Mutual Aid and Assistance by providing fire, rescue, emergency medical, hazardous material, technical rescue, and other similar emergency services in the event of disasters resulting from natural phenomena, accidents, or otherwise when the disaster is too great to be handled without assistance. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective Parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party, nor is it the intention of the Parties to combine their individual departments into a single department or district providing the services encompassed by this Agreement.
- (b) The City of Crystal River and Citrus County hereby agree that the Crystal River Fire Department and Citrus County Fire Rescue will provide primary fire protection services within their respective jurisdictions. For areas of automatic aid, it is expressly understood that the City of Crystal River is the primary responding and responsible agency for the municipal area of the municipality, and that Citrus County Fire Rescue is the primary responding and responsible agency for unincorporated areas that are outside of the municipality. The parties enter this Agreement with the understanding that Either Party's Level of Fire Service may be enhanced at a point in time. Should the level of service change or be enhanced,



Citrus County Fire Rescue and the Crystal River Fire Department reserve the right to revisit the parameters for automatic aid, and if deemed appropriate, change the area of automatic aid as shown upon Appendix B.

- (c) The City of Crystal River agrees to utilize Citrus County Fire Rescue to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated as if stated herein.
- (d) Citrus County Fire Rescue agrees to utilize Crystal River Fire Department to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated as if stated herein.
- (e) Automatic or Mutual Aid structural firefighting apparatus shall be staffed with a minimum of two (2) State of Florida-compliant certified firefighters.
- (f) All apparatus responding pursuant to this Agreement will be fully serviceable and will meet the standards detailed in NFPA 1901.
- (g) All operations will be conducted based on adopted fire/rescue standards and NFPA 1500 safety standards.

4. **Procedures for Requesting Emergency Assistance.**

- (a) Responses to all emergencies shall be by request except as identified in Paragraph 3, sections (c) and (d). The company officer or higher authority of the Alarm Fire Rescue Department shall initiate the request. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.
- (b) The Alarm Fire Rescue Department shall contact the providing Parties dispatch center via the information identified in the "Implementation Plan" attached as Appendix "A" to this Agreement and incorporated as if stated herein.
- (c) Responses to structure fires in the areas identified in Paragraph 3, sections (b) and (c) shall be automatic dispatch based upon the dispatch procedures of the Alarm Fire Rescue Department. No formal requests need to be made to initiate assistance. Response notification will be handled via the Citrus County Sheriff's Office Communication and Dispatch Center.

5. **Duties and Level of Service.**

- (a) No department, officer or employee of the Parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
- (b) The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to this Agreement.

- (c) Disputes or disagreements as to the level of services and/or standards of performance shall be reported by the complaining party to the Fire Chief or his designee of the party that provided the service or took the action, from which the complaint arose, both departments shall meet to discuss and develop a resolution to the situation.
- (d) The decision of the Fire Chief of each party shall be final and conclusive as to the geographic boundaries of response, the level of services rendered or standards of performance observed by the party's personnel. The Parties agree that the Automatic Aid portion of this agreement will be reviewed and revised periodically. Any changes to the agreement shall be in writing and signed by the Parties. The map and description of the defined geographic is located in Appendix B. The Parties further agree that the Mutual Aid portion of this Agreement is applicable in any geographical region that is the primary response area of the Crystal River Fire Department or Citrus County Fire Rescue. A Fire Rescue Department providing Automatic Aid or Mutual Aid while within the jurisdiction of another Fire Rescue Department shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exists as follows:
  - 1. The Incident Commander in charge on scene of the emergency shall communicate orders and directions to the Aiding Fire Rescue Department's Officer in Charge via the designated radio channel or in person.
  - 2. The Alarm Fire Rescue Department shall maintain responsibility for the handling of the incident and supplying appropriate Command Staff. Should the need arise to utilize Automatic Aid or Mutual Aid commanding officers, the "Unified Command System" will be established and incident priorities will be established and incident priorities will be determined and executed.

6. **Employee Status.**

Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim against the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

7. **Liabilities and Responsibilities of Parties.**

- (a) No party hereto, its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees.
- (b) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

- (c) Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.
- (d) The Parties, when providing emergency medical services shall work under the direction of their respective Agency's medical director and utilizing their respective BLS protocols.
- (e) Neither party shall be liable for any claims or damages occasioned by the negligent or intentional actions of the employees or agents of the other party. The Parties agree to hold the other party harmless from such claims to the extent authorized by Section 768.28 of Florida Statutes and fully retain all defenses and immunities provided by law with respect to any claim or action occurring as a result of this agreement.
- (f) By execution of this Agreement, neither party waives its sovereign immunity as provided by general law.

8. **Response and Resource Utilization Review.**

- (a) On a semi-annual basis the Fire Chief for Citrus County Fire Rescue and the Fire Chief for the Crystal River Fire Department shall meet and agree on the number of responses made by each jurisdiction in each of the categories listed in 3(d) above and submit those numbers to the respective parties subject to this agreement.
- (b) In the event a party finds the number of requested apparatus responses unacceptable, such party shall inform the other party in writing of its concerns and the parties shall meet within 15 calendar days of receipt of the written notice to discuss the issue and seek a remedy for its resolution.
- (c) Each party agrees to furnish necessary equipment, resources, and facilities in order to render Automatic and Mutual Aid services to the other party in accordance with the terms of this Agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such mutual aid services.
- (d) Either Agency furnishing any equipment pursuant to this Agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance, and repair of that equipment.
- (e) Either Agency furnishing aid pursuant to this Agreement shall fully compensate its employees during the time such aid is being given.
- (f) It shall be the responsibility of the Agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

9. **Term of Agreement.**

This Agreement shall commence at 12:00 AM on the date of full execution of the Parties and continue through midnight on September 30, 2018, at which time this Agreement shall

automatically renew for one-year periods unless cancelled by either party, modified by mutual agreement of the Parties, or terminated by operation of law. This Agreement may be cancelled by either party giving the other party one hundred eighty (180) days written notice of its intent to cancel.

10. **Public Records Requirements.**

CITY will keep and maintain public records required by the COUNTY to perform the service. Upon request from the COUNTY's custodian of public records, CITY will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. CITY will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if CITY does not transfer the records to the COUNTY. Upon completion of the Agreement, CITY will transfer, at no cost, to the COUNTY all public records in possession of the CITY or keep and maintain public records required by COUNTY to perform the service. If CITY transfers all public records to COUNTY upon completion of the Agreement, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the Agreement, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology system of the COUNTY. If CITY does not comply with the COUNTY's request for public records, the COUNTY shall enforce the contract provisions in accordance with the contract and may cancel the contract.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE:352/527-5235;EMAIL:NANCY.COLOGNA@CITRUSBOCC.COM

11. **Governing Law.**

All questions, issues, or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Party/Parties to be in Citrus County, Florida and Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida.

12. **Implementation.**

The Agency Fire Chiefs have met and prepared an implementation plan identified in the Appendix of this Agreement.

13. **Authorization.**

Pursuant to this Interlocal Agreement, each party hereto authorizes the other party to perform the duties and services required herein.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST:

**AS TO CITY OF CRYSTAL RIVER:  
CITY COUNCIL  
CRYSTAL RIVER, FLORIDA**

\_\_\_\_\_  
MIA FINK,  
CITY CLERK

\_\_\_\_\_  
JIM FARLEY  
MAYOR, CITY OF CRYSTAL RIVER

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE G. ANGELIADIS, ESQ.  
CITY ATTORNEY

**AS TO CITRUS COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
CITRUS COUNTY, FLORIDA**

\_\_\_\_\_  
ANGELA VICK,  
CLERK OF COURT

\_\_\_\_\_  
RONALD E. KITCHEN, JR.  
CHAIRMAN, CITRUS COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DENISE A. DYMOND LYN, ESQ.  
COUNTY ATTORNEY

## APPENDIX – A

### Implementation Plan

This Implementation Plan has been created and agreed to by the Fire Chiefs of the Crystal River Fire Department and Citrus County Fire Rescue.

#### 1) Request for Assistance

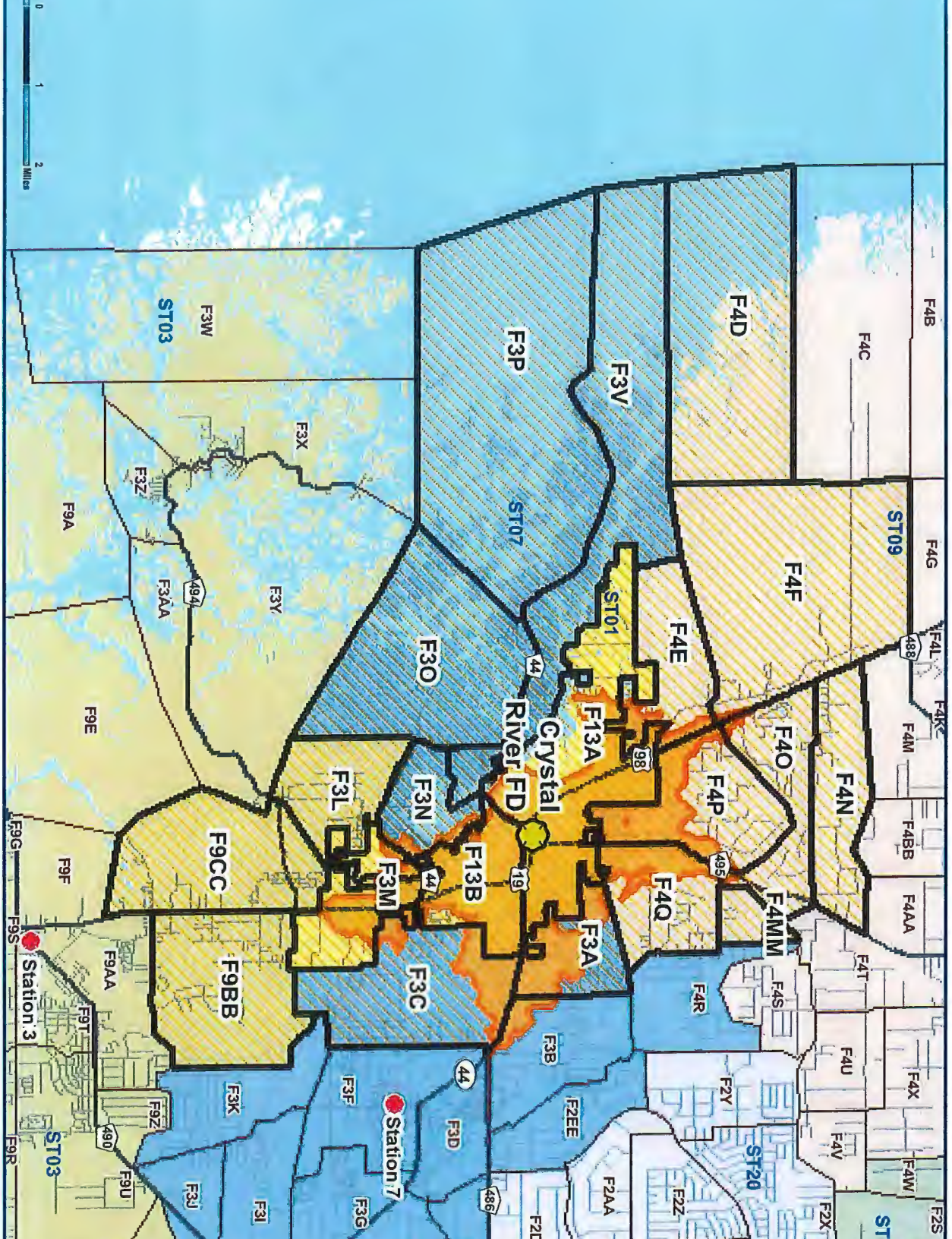
- a) Requests for assistance under this Agreement shall be made only for those areas within the respective jurisdictions for which each Agency is responsible; specifically, the City of Crystal River and unincorporated Citrus County as defined in Section 1 of this Agreement. The responding party will fulfill requests for Mutual Aid assistance from the requesting party at the sole discretion of the responding party's fire chief or designee.
- b) Each Agency, whether responding or requesting, shall be responsible for completing their respective incident reports. The responding party shall furnish a copy of their incident report to the Agency receiving aid upon request.
- c) The automatic aid response into another Parties' jurisdiction shall consist of a pre-specified first alarm assignment. Engine responses shall consist of the staffing of two qualified personnel. Tanker responses shall consist of the staffing of one qualified personnel. Additional personnel or equipment must be requested by the Incident Commander. The response of additional personnel and equipment shall be at the discretion of the company officer of the Agency providing the response and based on availability of requested resources.
- d) Both Parties agree to abide the requirements found in Florida Administrative Code 69A-62 and provide only personnel who have attained a minimum of Firefighter I certification.

#### 2) Types of Incidents

- a) Structure fires
- b) Reported fire alarms – commercial and residential; (mutual aid by request only)
- c) Medical emergencies (BLS and with the possibility of providing ALS as needed)
- d) Rescue scenarios
- e) Brush fire
- f) Hazardous materials

**APPENDIX – B**

**Maps**



Crystal River Automatic Aid

**Geographic Information Systems**

Prepared By: Karri Fuller, GISP  
 Date: May 1, 2018  
 Source: Enterprise Geodatabase  
 Map Number: KF001293

Jim Pauliner  
 Director

This map was created by the Crystal River Fire Department. The Crystal River Fire Department is not responsible for any errors or omissions on this map. The Crystal River Fire Department is not responsible for any damages or liabilities arising from the use of this map. The Crystal River Fire Department is not responsible for any claims or lawsuits arising from the use of this map. The Crystal River Fire Department is not responsible for any claims or lawsuits arising from the use of this map.



Call Type	Beat	Template
=====	=====	=====
25B - BRUSH FIRE	F13A	CR Brush City
25B - BRUSH FIRE	F13B	CR Brush City
25B - BRUSH FIRE	F4E	CR Brush County
25B - BRUSH FIRE	F4P	CR Brush County
25B - BRUSH FIRE	F4Q	CR Brush County
25M - MISC FIRE	F13A	CR Misc City
25M - MISC FIRE	F13B	CR Misc City
25S - STRUCTURE FIRE	F13A	CR Structure City
25S - STRUCTURE FIRE	F13B	CR Structure City
25S - STRUCTURE FIRE	F3A	CR Structure County
25S - STRUCTURE FIRE	F3C	CR Structure County
25S - STRUCTURE FIRE	F3L	CR Structure County
25S - STRUCTURE FIRE	F3M	CR Structure County
25S - STRUCTURE FIRE	F3N	CR Structure County
25S - STRUCTURE FIRE	F3O	CR Structure County
25S - STRUCTURE FIRE	F3P	CR Structure County
25S - STRUCTURE FIRE	F3V	CR Structure County
25S - STRUCTURE FIRE	F4D	CR Structure County
25S - STRUCTURE FIRE	F4E	CR Structure County
25S - STRUCTURE FIRE	F4F	CR Structure County
25S - STRUCTURE FIRE	F4MM	CR Structure County
25S - STRUCTURE FIRE	F4N	CR Structure County
25S - STRUCTURE FIRE	F4O	CR Structure County
25S - STRUCTURE FIRE	F4P	CR Structure County
25S - STRUCTURE FIRE	F4Q	CR Structure County
25S - STRUCTURE FIRE	F9BB	CR Structure County
25S - STRUCTURE FIRE	F9CC	CR Structure County
25V - VEHICLE FIRE	F13A	CR Vehicle City
25V - VEHICLE FIRE	F13B	CR Vehicle City
25V - VEHICLE FIRE	F4E	CR Vehicle County
25V - VEHICLE FIRE	F4P	CR Vehicle County
25V - VEHICLE FIRE	F4Q	CR Vehicle County
41F - ALARM FIRE	F13A	CR CITY FIRE ALARM
41F - ALARM FIRE	F13B	CR CITY FIRE ALARM

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9B

**Requested Motion:** Motion to approve the special event permit, road closure request and waiver of open container submitted by Best Florida Fest for the Crystal River Scallop Fest.

**Summary:** Best Florida Fest, Inc. has submitted a Special Event Permit application for a new event, Crystal River Scallop Fest to be held July 28<sup>th</sup> and 29<sup>th</sup>, 2018. They are requesting to utilize Kings Bay Park and close NW 3<sup>rd</sup> Street from the median to the dead end with the road closure being from Friday, July 27<sup>th</sup> at 5:00pm to Sunday, July 29<sup>th</sup> at 11:00pm. The festival will officially begin on Saturday at 12:00 pm and end on Sunday at 6:00 pm. Citrus County Blessings will be selling beer and wine and will be the benefactor of those sales.

**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 & Road Closure Request

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

APPLICANT INFORMATION	
ORGANIZATION NAME	(Blooms 4 You, Inc dba) Best Florida Fest
CONTACT PERSON #1	Lisa Yeater
TITLE	Event Coordinator
ADDRESS	4064 N Concord Drive Crystal River, FL 34428
PHONE NUMBERS	352-875-6499
E-MAIL ADDRESS	Lisa@BestFloridaFest.com
CONTACT PERSON #2	Mike Yeater
TITLE	Vendor Coordinator
ADDRESS	4064 N Concord Drive Crystal River, FL 34428
PHONE NUMBER	419-265-6334
E-MAIL ADDRESS	Mike@BestFloridaFest.com
ORGANIZATION WEBSITE	www.BestFloridaFest.com
IS ORG 501-C	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, must provide documentation
GROUP LIABILITY INS.	<input type="checkbox"/> YES <input type="checkbox"/> NO
INSURED COMPANY	
POLICY NUMBER	
General liability insurance is required naming the City of Crystal River as additional insured. Limits of liability should be no less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage. If food is being served, product liability must be included. If the event is approved for alcohol sales, insurance must include an alcohol endorsement.	

EVENT INFORMATION	
NAME OF EVENT	Crystal River Scallop Fest
TYPE OF EVENT	Festival
EVENT DATE(S)	July 28th & July 29, 2018
EVENT TIMES	12 pm   10 pm   12 pm   10 pm
EVENT DATE(S)	
EVENT TIMES	
EVENT LOCATION	Kings Bay
ADDRESS	268 NW 3rd St Crystal River FL 34428
DESCRIPTION OF EVENT	Festival to include live music, kid zone, art-craft-Retail vendors, Food trucks, Cook off, etc.

# OF PEOPLE EXPECTED	1000-5000			
FEES INVOLVED	ENTRANCE	\$ 0	DONATION	\$ TBD
	VENDOR	\$ 125-300	BOOTH	\$
	OTHERS	\$		
PROCEEDS BENEFIT				
OPEN TO THE PUBLIC	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
FOOD SALES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
ALCOHOL SALES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
REQUESTING OPEN CONTAINER WAIVER	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
MERCHANDISE VENDORS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
MUSICIANS	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		

EVENT SERVICES			
REQUESTING CITY	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If yes, list property name and address below
PROPERTY FOR EVENT	PROPERTY ADDRESS	2608 NW 3rd ST Crystal River FL 34428	
REQUESTING ELECTRIC FROM CITY SITES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
LOCATION(S)	Kings Bay		
WASTE PLAN	Trash Boxes, Cans		
WASTE HAULER	Advanced Disposal		
RESTROOM FACILITIES	<input checked="" type="checkbox"/> ON PROPERTY	<input type="checkbox"/>	PORTABLE FACILITIES
	If portable, Company name		
# OF RESTROOMS	4	# OF HANDICAPPED	2
SECURITY	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	If alcohol is served, CCSO must be hired
SECURITY COMPANY	Citrus County Sheriff's office		
# OF PERSONS	Per Sheriff's recommendation		
PARKING LOCATION(S)	1. Downtown City Lots		
	2.		
	3.		
TOTAL SPACES	100+		
HANDICAPPED SPACES	4+		
If parking location is insufficient on site, parking arrangement letter(s) may be obtained from owner(s), renter(s) of additional parking sites. Letter must state permission from owner(s)/renter(s), date(s) of event, and number of handicapped and regular parking spaces provided.			
OTHER SERVICES			

APPLICATION CHECKLIST	
SITE PLAN (including)	A layout of the event site showing all structures with respect to existing buildings, property lines, roads, and walkways. A Google earth aerial map or other source will work as a base map.
	Proposed ingress and egress
	Tents, vendor booths; including food and beverage, restrooms, portable toilets, drinking fountains, tables, and rides.
	Parking areas: including number and location of handicapped spaces (must be 1 for every 25 regular spaces)
	Electrical and water hook ups
	Support vehicle locations and number of vehicles
	Signage
	Parade routes
	Barricade Locations
<input checked="" type="checkbox"/>	Certificate of liability insurance, as stated above.
	501 (c) 3 Determination letter- <i>if applicable</i>
<del>BD</del>	Liquor license- Submission with map and approved license when obtained
<input checked="" type="checkbox"/>	Documentation of contact with businesses and/or residents directly impacted by event. Mailings are acceptable; please include a copy of the letter and what properties will receive it.
<input checked="" type="checkbox"/>	Private property letter of consent
<input checked="" type="checkbox"/>	Road closure request form
<input checked="" type="checkbox"/>	Signage request ( <i>outside of code ordinance</i> )
<input checked="" type="checkbox"/>	Meeting with City staff if required
	Additional parking location letter(s) <i>Not now</i>
<input checked="" type="checkbox"/>	Tent permit, if applicable ( <i>tents over 900 square feet</i> )
	Special event fee, <i>due after approval of event by council</i>

SPECIAL EVENT FEE SCHEDULE			
Non-Profit		For-Profit	
Special Event	\$50.00	Special Event	\$150.00
Festival, with road closures and/or alcohol sales	\$250.00	Festival, with road closures and/or alcohol sales	\$500.00
Festival Cleanup*	\$150.00	Festival Cleanup*	\$150.00
Permits received less than 60 days prior to the event will incur an additional \$50.00 charge.			
Permits received less than 30 days prior to the event date will not be accepted.			
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.			

CITY OF CRYSTAL RIVER  
SPECIAL EVENT PERMIT  
AGREEMENT

The City of Crystal River issues a Special Event Permit to

BLOOMS 4 YOU DBA BEST FLORIDA FEST

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

2018 SCALLOP FESTIVAL

to be held on the 28<sup>th</sup> day of JULY, 2018 until the 29<sup>th</sup> day of JULY, 2018, during the hours of

12:00 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 trial and on appeal.

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

Witness their hands and seals this day and year.

Date: \_\_\_\_\_

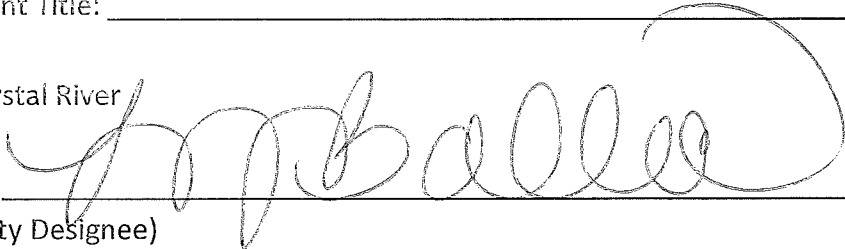
Permittee: \_\_\_\_\_  
(Name of Organization)

Signed By: \_\_\_\_\_  
(Contact person)

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

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

City of Crystal River

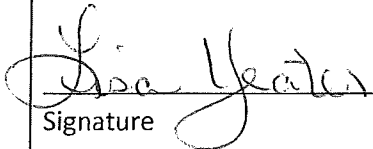
Signed By:   
(City Designee)

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

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

**IF PERMITTEE IS A CORPORATION OR PARTNERSHIP:**

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

  
Signature

5-10-18  
Date

Lisa Yeater  
Printed Name

Address:  
4064 N Concord DR

Telephone:  
352-875-6499

Crystal River, FL  
34428

E-mail:  
lisa@bestfloridafest.com

RECEIVED  
MAY 10 2018

Office Use Only

Date Received: \_\_\_\_\_ By: J. H. Baller

Via:  E-mail  Fax  In Person  Mail

Office Use Only

**City Staff Approval**

<u>[Signature]</u> Sherriff's Department	5/23/18 Date
<u>[Signature]</u> Fire Department	5/22/18 Date
Community Planning	Date
Waterfronts Manager	Date
<u>[Signature]</u> Public Works	5/15/18 Date
<u>[Signature]</u> Special Events	5.13.18 Date
City Manager/City Clerk	Date

Council Date: \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_





CITY OF CRYSTAL RIVER

Special Event Permit

Road Closure &  
Signage Request Form

ROAD CLOSURE INFORMATION			
EVENT NAME	CR Scallop festival		
DATES OF CLOSURES	July 27th	July 28th	
	From	From	From.
TIMES OF CLOSURES	5:00pm	11:59pm	
<i>Include set up and breakdown in dates and times</i>			
REQUESTED ROAD #1	NW 3rd St.		
START	Median		
END	End		
REQUESTED ROAD #2			
START			
END			
REQUESTED ROAD #3			
START			
END			
REQUESTED ROAD #4			
START			
END			
REQUESTED ROAD #5			
START			
END			

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

Road Closure map required with this permit

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

## OUTSIDE CODE ORDINANCE SIGNAGE REQUESTS

Sign #1	16'x5' festival
# Requested	1
Location(s)	Citrus Ave & 19
Size	16x5
Sign #2	Yard Signs
# Requested	10
Location(s)	Citrus & 19 + 1 mile south + 1 mile north
Size	24'x18"
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.

## Re: Good Morning Grace

Grace Hengesbach &lt;grace@citruscountyblessings.org&gt;

Mon 5/7/2018 11:30 AM

To: Lisa Yeater &lt;lisayeater@hotmail.com&gt;;

Hi Lisa,

I'm sorry to tell you that I won't be able to obtain the license this week. It requires me to make a trip to Gainesville to the Dept of Revenue and the ATF office. May 22nd is the first day I have enough time available to make the drive. Also, a part of the application for the license is the festival map and plan for where alcohol will be allowed. I was hoping to gather the information for the application at our meeting on Friday.

Kindest Regards,

On Mon, May 7, 2018 at 7:13 AM, Lisa Yeater &lt;lisayeater@hotmail.com&gt; wrote:

Grace,

We started a Facebook event page last night and we are already getting a great response! I listed CCB as a co-host, and it is pending your approval.

In order to submit our application to the city, along with several things, we have to have the beer/wine license. Are you able to obtain that this week? It's a \$25 fee, which we will supply.

Warm Regards,

Lisa Yeater

352-875-6499

[www.bestfloridafest.com](http://www.bestfloridafest.com)

---

**Grace Hengesbach**

Executive Director

[www.citruscountyblessings.org](http://www.citruscountyblessings.org)

352-341-7707



# Estimate for Best Florida Fest - Scallop Festival 2018

Best Florida Fest  
 4064 N. Concord Drive  
 Crystal River FL 34428

Agency Citrus County Sheriff's Office  
 Event Start Date 07/27/2018 07:00 PM  
 Event End Date 07/29/2018 06:00 PM  
 Estimate Generated 05/07/2018 04:00 PM  
 Sent by Michelle Shomer  
 on 05/07/2018 04:03 PM

## Personnel

Qty	Description	Amount
4.0	Deputy   07/29/2018 11:00 AM - 07/29/2018 06:00 PM 7.0hrs @ \$27.50/hr	\$770.00
4.0	Deputy   07/28/2018 11:00 AM - 07/28/2018 10:00 PM 11.0hrs @ \$27.50/hr	\$1,210.00
1.0	Deputy   07/28/2018 10:00 PM - 07/29/2018 07:00 AM 9.0hrs @ \$25.00/hr	\$225.00
1.0	Deputy   07/27/2018 07:00 PM - 07/28/2018 07:00 AM 12.0hrs @ \$25.00/hr	\$300.00
<b>Personnel Cost</b>		<b>\$2,505.00</b>

## Agency

Description	Quantity	Price	Amount
Event Fee: Vehicle Surcharge Fee	10.0	\$20.00	\$200.00
Subtotal			\$200.00

Description	Amount
Personnel Cost	\$2,505.00
Agency Fees	\$200.00
Service Fee	\$189.35
<b>Total \$2,894.35</b>	

Payment Method: Credit/Debit Card

**SPECIAL EVENT INSURANCE QUOTATION**

Event Type: Festival	
Selected Coverage	Limit Selected
<b>1. General Liability (Host Liquor Liability Included)</b>	<b>\$1,000,000/\$2,000,000</b>
a. Care/Custody/Control Liability	Not Covered
b. Damage To Premises Limit	\$50,000
c. Medical Payments	Not Covered
d. Collapse of Temporary Structure	Not Covered
e. Contractual Liability	Not Covered
f. Hired and Non-Owned Auto Liability	Not Covered
g. Liquor Liability	Covered
h. Waiver of Subrogation	Not Covered
<b>2. Accident Medical Expense</b>	Not Covered
a. Accidental Death	Not Covered
b. Accidental Dismemberment	Not Covered
<b>TOTAL:</b>	<b>\$877.57</b>

**IF YOU WISH TO PURCHASE THIS EXCLUSIVE INSURANCE PRODUCT PLEASE LOG IN AT [WWW.SPECIALEVENTINSURANCE.COM](http://WWW.SPECIALEVENTINSURANCE.COM), COMPLETE THE ONLINE APPLICATION, PURCHASE AND PRINT YOUR POLICY.**

If you have any questions or wish to speak to a customer service representative, please contact our office Monday - Friday, 8:30am to 5pm PST at 1-800-364-2433 or e-mail [support@rvnuccio.com](mailto:support@rvnuccio.com).

**Notes:**

1. Date of quote: 05/07/2018
2. Quotation is subject to online completion of the application and underwriting approval.
3. Must be purchased at least 24 hours in advance.
4. Coverage for weekend events must be purchased by 4PM Friday.
5. Prices subject to change without notice and may vary depending on the information you provide in the application..
6. Licensing information available online
7. Sample policy available upon request.
8. Policies are underwritten by Fireman's Fund Insurance Company, an A+ insurance carrier.

PAYMENT METHODS: CREDIT CARD

STAGE

Pavillion

Playground

Inflatable &  
Kid Games

Scallop Cook off

Beer/Wine  
Tent

Food/Bev vendors

Sidewalk

PROPOSED MOTORCYCLE  
SHOW

BATH-  
ROOMS

\* WATER

overflow  
vendor  
AREA

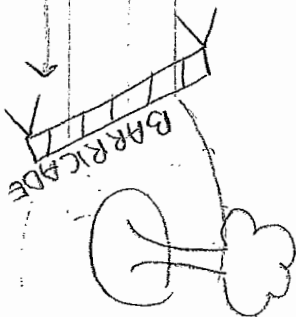
\* ELECTRICITY  
SHELL  
GAS

Sidewalk / Walkway

WALKWAY

VENDORS

NW 3rd Street



# Estimate for Best Florida Fest - Scallop Festival 2018

Best Florida Fest  
 4064 N. Concord Drive  
 Crystal River FL 34428

Agency Citrus County Sheriffs Office  
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<b>Subtotal</b>			<b>\$200.00</b>

Description	Amount
Personnel Cost	\$2,505.00
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<b>Total \$2,894.35</b>	

Payment Method: Credit/Debit Card



**SPECIAL EVENT INSURANCE QUOTATION**

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Selected Coverage	Limit Selected
<b>1. General Liability (Host Liquor Liability Included)</b>	<b>\$1,000,000/\$2,000,000</b>
a. Care/Custody/Control Liability	Not Covered
b. Damage To Premises Limit	\$50,000
c. Medical Payments	Not Covered
d. Collapse of Temporary Structure	Not Covered
e. Contractual Liability	Not Covered
f. Hired and Non-Owned Auto Liability	Not Covered
g. Liquor Liability	Covered
h. Waiver of Subrogation	Not Covered
<b>2. Accident Medical Expense</b>	Not Covered
a. Accidental Death	Not Covered
b. Accidental Dismemberment	Not Covered
<b>TOTAL:</b>	<b>\$877.57</b>

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Notes:

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3. Must be purchased at least 24 hours in advance.
4. Coverage for weekend events must be purchased by 4PM Friday.
5. Prices subject to change without notice and may vary depending on the information you provide in the application..
6. Licensing information available online
7. Sample policy available upon request.
8. Policies are underwritten by Fireman's Fund Insurance Company, an A+ insurance carrier.

PAYMENT METHODS: CREDIT CARD

STAGE

Pavilion

Playground

Inflatables & Kid Games

Scallop Cook off

Beer/Wine Tent

Food/BEV VENDORS

Sidewalk

PROPOSED MOTORCYCLE SHOW

Overflow Vendor Area

BATH ROOMS \*WATER

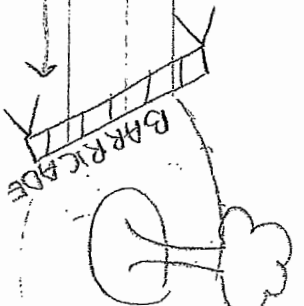
BAND SHELL \*ELECTRICITY

Sidewalk / Walkway

WALKWAY

VENDORS

NW 3rd Street



**CRYSTAL RIVER CITY COUNCIL**

**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9C

**Requested Motion:** Motion to amend the existing "Agreement to Lease Vehicles or Equipment" between the City of Crystal River and U.S. Waters to add a 2018 F-250 Service Truck (Vehicle ID 682).

**Summary:** On November 14, 2016 Council approved an agreement to lease five (5) City owned vehicles to U.S. Water. The agreement allows for amendments by "a further writing signed by the parties of this lease".

In the lease is a series of vehicles of various ages and models, one of those vehicles has become unserviceable and a replacement was approved for purchase. This vehicle has now arrived and requires to be listed on the lease agreement between the City and U.S. Waters. This lease is to mutually protect each party by defining use, repair and insurance requirements for each party.

To this end, Staff proposes to amend by updating "Exhibit A --- Equipment/Vehicles" of the lease agreement. The City Manager and U.S. Water will then sign/date and the updated exhibit will be incorporated in the agreement.

**Staff Recommendation:** Staff recommends approval the addition of the 2018 Ford F-250 Service Truck to Lease with U.S. Water and that "Exhibit A --- Equipment /Vehicles"

**Funding Information:**

Project Cost: \$ N/A

Funding Source:

Amount Available: \$ N/A

**Finance Department Approval:** \_\_\_\_\_

**Approvals:**

\_\_\_\_\_  
Originating Department

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Exhibit A Amendment

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

**EXHIBIT A**  
**Equipment/Vehicles**

YEAR	EQUIPMENT DESCRIPTION	VEHICLE ID NUMBER	Dated added or Deleted
2001	Dodge 1500	760	A11/14/16-D1/8/18
2003	Dodge 2500	420	Added 11/14/16
2003	Ford F-550	244	Added 11/14/16
2011	Ford F-350	503	Added 11/14/16
2011	Ford Ranger	198	Added 1/8/18
2014	F-150	992	Added 11/14/16
2018	F-250	682	Added 5/29/18

Costs to maintain City owned vehicles shall be applied against the Maintenance and Repair Fee or repaired as determined by the CITY at the CITY's cost.

---

David Burnell

---

US Water Corporation

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9D

**Requested Motion:** Motion to adopt Resolution No. 18-R-16 and approve the purchase of railing and post kits from Finyl Sales, Inc. in an amount not to exceed \$25,000.00 for railing replacement at Kings Bay Park and to authorize an expenditure of up to \$1,000.00 for mounting hardware.

**Summary:** As authorized by the CRA on 12/11/17, Staff is currently replacing the existing sidewalk railings in the Michigan Town area with a railing system that matches that of the Riverwalk. The impetus for the change was that the existing railing has historically been subjected to vandalism and has proven difficult to repair and maintain.

The existing boardwalk and waterside walkway railings at Kings Bay Park consist of inferior pipe railing (which has also been subjected to vandalism) and the product that is currently being replaced in Michigan Town.

For consistency with the Riverwalk and Michigan Town railing scheme, which is specified as a robust Westbury C80 VertiCable in silver, Staff estimated the required quantities and solicited a tax-exempt quote from three vendors. Note that for enhanced protection due to the adjacent water body, Staff has specified the railing to be 42" high (versus 36" which is adequate for the Michigan Town area).

Three quotes were received for the railing and post kits:	Finyl Sales, Inc.	\$22,135.08
	Midwest Vinyl Products, Inc.	\$22,252.27
	Decks Direct.com	\$24,897.95

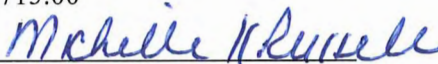
Finyl Sales, Inc., out of Ocala, FL was awarded as the supplier for the Michigan Town railing and satisfactorily delivered on that project. Staff requests an award to Finyl Sales, Inc. at the quoted unit prices in an amount not-to-exceed \$25,000 which will provide for a contingency allowance. Staff also requests an additional \$1,000 to purchase mounting hardware.

**Staff Recommendation:** Approve the purchase of railing and post kits from Finyl Sales, Inc. in an amount not to exceed \$25,000.00 for railing replacement at Kings Bay Park and to authorize an expenditure of up to \$1,000.00 for mounting hardware.

**Funding Information:**

Project Cost:	\$26,000.00
Funding Source:	301-31572-63014 (General Fund CIP - Kings Bay Park Improvements)
Amount Available:	\$45,715.00

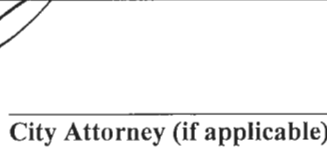
Finance Department Approval:



Approvals:







Originating Department

City Manager

City Attorney (if applicable)

**Attachment: Resolution No. 18-R-16**  
**Quote from Finyl Sales, Inc.**

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

**RESOLUTION NO. 18-R-16**

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA,  
AUTHORIZING THE TRANSFER OF FUNDS FROM GENERAL FUND CIP –  
KINGS BAY PARK IMPROVEMENTS FUNDING TO  
PROVIDE FUNDING IN THE AMOUNT OF \$26,000.00 TO APPROVE THE  
PURCHASE OF RAILING AND POST KITS FROM FINYL SALES, INC. IN AN  
AMOUNT NOT TO EXCEED \$25,000 FOR RAILING REPLACEMENT AT  
KINGS BAY PARK AND TO AUTHORIZE AN EXPENDITURE OF UP TO  
\$1,000.00 FOR MOUNTING HARDWARE.**

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

**WHEREAS**, staff is currently replacing the existing sidewalk railings in the Michigan Town area with a railing system that matches that of the Riverwalk. The impetus for the change was that the existing railing has historically been subjected to vandalism and has proven difficult to repair and maintain. The existing boardwalk and waterside walkway railings at Kings Bay Park consist of inferior pipe railing (which has also been subjected to vandalism) and the product that is currently being replaced in Michigan Town. For consistency with the Riverwalk and Michigan Town railing scheme, which is specified as a robust Westbury C80 VertiCable in silver, Staff estimated the required quantities and solicited a tax-exempt quote from three vendors. Finyl Sales, Inc., out of Ocala, FL was awarded as the supplier for the Michigan Town railing and satisfactorily delivered on that project. Staff requests an award to Finyl Sales, Inc. at the quoted unit prices in an amount not-to-exceed \$25,000 which will provide for a contingency allowance. Staff also requests an additional \$1,000 to purchase mounting hardware; 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 29th day of May, 2018 that the Budget Amendment be made as shown in Exhibit A .

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

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

Attest: \_\_\_\_\_  
Mia Fink, City Clerk

By: \_\_\_\_\_  
Jim Farley, Mayor

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

---

George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Farley \_\_\_\_\_  
Brown \_\_\_\_\_  
Holmes \_\_\_\_\_  
Fitzpatrick \_\_\_\_\_  
Gudis \_\_\_\_\_

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 10285

Entered By: MRUSSELL

Journal: BA

Post Date: 05/29/2018

Entry Date: 05/22/2018

Description: RES #18-R-16 KBP SIDEWALK RAILING REPLAC

GL #	Description	DR	CR
301-31572-63014	KBP Sidewalk Railing Replacement	26,000.00	
301-31572-63014-18-11	KBP Sidewalk Railing Replacement		26,000.00
	Journal Total:	26,000.00	26,000.00

APPROVED BY: \_\_\_\_\_





# Quote

Date	Quote #
5/10/2018	18128

Ocala, FL 34478      Ph: 352-351-3578  
 Fax: 352-351-0983

Customer		Deliver To / Pick Up From Location			
City of Crystal River 123 NW Hwy 19 Crystal River, FL 34428		City of Crystal River Crystal River, FL			
Terms		Ship Via	Lead Time	Rep	Project / Job
Net 30 Days		FSI	3-4 Weeks	TED	
Line	Item	Description	Qty	Price	Total
1	PRAILPOLY	Westbury C80 Verticable 42" x 6' Section Silver	4	342.28	1,369.12
2	PRAILPOLY	Westbury C80 Verticable 42" x 5' Section Silver	44	287.58	12,653.52
2	PRAILPOLY	Westbury C80 Verticable 42" x 4' Section Silver	22	239.30	5,264.60
4	PRAILPOLY	Westbury .090 plate mount Post Kit for 43" Rail Flat Cap and Flair included  42" Verticable longest section is 6' long	51	55.84	2,847.84
Sign estimate to accept this Proposal & Terms. Thank You for your business. Estimate good for 30 days			<b>Subtotal</b>		<b>\$22,135.08</b>
			<b>Sales Tax (6.0%)</b>		<b>\$0.00</b>
<b>Signature</b>			<b>Total</b>		<b>\$22,135.08</b>

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9E

**Requested Motion:** Motion to adopt Resolution No. 18-R-17 and approve a piggyback purchase off Florida Sheriffs Association Cooperative Purchasing Program for a portable lift station bypass pump from Thompson Pump in the amount of \$60,723.00

**Summary:** The Utility relies on a trailer-mounted bypass pump for lift station repairs. Reliability of this critical piece of equipment is paramount especially during emergency situations where time is of the essence to ensure that sanitary sewer overflows do not occur. The city has one existing portable pump has recently become unreliable and has need for a high level of repair. It is also very loud and the auto-start float system also no longer works which requires the pump to run day and night when in service. It is Staff's (and U.S. Water's) opinion that the pump is nearing the end of its useful life and any repair costs would be better spent on a replacement. See attached photo --- the unit is worn out.

Since it's imperative to have a minimum of one bypass pump available at all times to handle situations as they arise, the Utility is currently renting a unit from Thompson Pump on a monthly basis at the rate of \$2,090 per month. Subject to Council approval of this request, there is up to a 16-week lead time from the date the order is placed. The resulting total duration for need of a rental unit could be as long as five months --- the rental costs could conceivably approach 1/5 of the cost of a new unit. With this in mind, Staff requested consideration and the pump manufacturer's municipal division has agreed to waive the rental cost commencing at the date the order is placed.

Staff proposes to piggyback purchase from Thompson Pump using the Florida Sheriffs Association Contract FSA17-VEH15.0, Specification #76 (attached) which was awarded through competitive bidding.

As referenced in the attached quote, the purchase includes a 24-month warranty, sound attenuated enclosure, additional UV protection against our sunny environment, compressor-assisted priming system (which is a necessity for some of our deeper lift stations), self-cleaning impeller, battery charger, electric brakes, hose package and rack, rear suction/discharge connections (which is beneficial in areas with obstructions and/or tight public right-of-ways). As a courtesy, Thompson Pump has included one-year of complimentary cellular service for the alarm auto-dialer that is compatible with the City's current system.

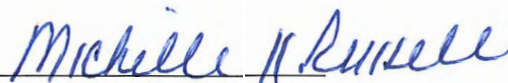
Thompson Pump is an ISO 9001 certified Florida-based manufacturer that has been in operation since 1970 and has earned a reputation as a leader in the industry. Their bypass pumps have been employed by lift station rehabilitation contractors on local projects and our rentals over the years have proven reliable; Staff recommends this purchase.

**Staff Recommendation:** Approve a piggyback purchase off Florida Sheriffs Association Cooperative Purchasing Program for a portable lift station bypass pump from Thompson Pump in the amount of \$60,723.00.

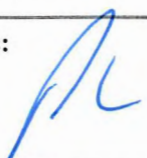
**Funding Information:**

Project Cost:	\$ 60,723.00
Funding Source:	403-43642-63000-2015F (W&S CIP WP Well #2)
Amount Available:	\$ 30,500.00
Funding Source:	403-43642-62099 (W&S CIP - WWTP Expansion)
Amount Available:	\$ 90,000.00

Finance Department Approval:



Approva:





Originating Department

City Manager

City Attorney (if applicable)

**Attachments: Resolution No. 18-R-17**

**Thompson Pump quote with supporting documentation; photographs**

**Council Action:**

**Approved**

**Denied**

**Deferred**

**Other**

**RESOLUTION 18-R-17**

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, AUTHORIZING THE TRANSFER OF FUNDS FROM WATER & SEWER CIP – WATER PLANT VIABILITY WELL #2 FUNDING IN THE AMOUNT OF \$30,500.00 AND WATER & SEWER CIP – WASTEWATER TREATMENT PLAN EXPANSION FUDNING IN THE AMOUNT OF \$30,500.00 TO PROVIDE FUNDING IN THE TOTAL AMOUNT OF \$60,723.00 TO APPROVE A PIGGYBACK PURCHASE OFF FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PORGRAM FOR A PORTABLE LIFT STATION BYPASS PUMP FROM THOMPSON PUMP.**

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

**WHEREAS**, the Utility relies on a trailer-mounted bypass pump for lift station repairs. Reliability of this critical piece of equipment is paramount especially during emergency situations where time is of the essence to ensure that sanitary sewer overflows do not occur. The existing portable pump has recently become unreliable and difficult to prime. It is also very loud and the auto-start float system no longer works which requires the pump to run day and night when in service --- to much annoyance for the affected neighborhood. It is Staff's (and U.S. Water's) opinion that the pump is nearing the end of its useful life and any repair costs would be better spent on a replacement. the purchase includes an impressive 24-month warranty, sound attenuated enclosure, additional UV protection against our sunny environment, compressor-assisted priming system (which is a necessity for some of our deeper lift stations), self-cleaning impeller, battery charger, electric brakes, hose package and rack, rear suction/discharge connections (which is beneficial in areas with obstructions and/or tight public right-of-ways). Thompson Pump is an ISO 9001 certified Florida-based manufacturer that has been in operation since 1970 and has earned a reputation as a leader in the industry. Their bypass pumps have been employed by lift station rehabilitation contractors on local projects and our rentals over the years have proven reliable; 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 29th day of May, 2018 that the Budget Amendment be made as shown in Exhibit A .

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

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

Attest: \_\_\_\_\_  
Mia Fink, City Clerk

By: \_\_\_\_\_  
Jim Farley, Mayor

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

\_\_\_\_\_  
George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Farley	_____
Brown	_____
Holmes	_____
Fitzpatrick	_____
Gudis	_____

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 10287

Entered By: MRUSSELL

Journal: BA

Post Date: 05/29/2018

Entry Date: 05/22/2018

Description: RES #18-R-17 PORTABLE LIFTST BYPASS PUMP

GL #	Description	DR	CR
403-43642-63000-2015F	Tfr for Portable Lift Station By Pass Pu	30,500.00	
403-43642-62099	Tfr for Portable Lift Station By Pass Pu	30,500.00	
403-43642-64000	Tfr for Portable Lift Station By Pass Pu		61,000.00
	Journal Total:	61,000.00	61,000.00

APPROVED BY: \_\_\_\_\_





Municipal Sales  
4620 City Center Dr., Port Orange, FL, USA 32119  
(800) 767-7310 • Fax: (386) 761-0362  
[dperry@thompsonpump.com](mailto:dperry@thompsonpump.com)

May 11, 2018

Quote # FLR-DP-4999 (REV 1)

City of Crystal River- Public Works Department  
123 NW Hwy 19  
Crystal River, FL 34428

PH: 352-795-4216  
M: 352-741-1230  
E: [bkeene@crystalriverfl.org](mailto:bkeene@crystalriverfl.org)

RE: FY2017-2018 REPLACEMENT BY-PASS PUMP- Thompson Pump 6JSCE-

Hello Beau Keene,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Crystal River as portable, by-pass pump for waste water lift station by-pass pumping. This pump will replace an older pump that is currently in the City of Crystal River's fleet.

Per your request, we are providing 2017-2018 Florida Sheriffs Association Contract Package Specification #76 pricing for (1) Thompson Pump Model 6JSCE-DCUST-2.8-MC, a 6" sound attenuated, solids handling, diesel powered, by-pass pump. The net price is derived from our 2017-2018 Florida Sheriffs Association Contract Bid Award #FSA17-VEH15.0-Cab & Chassis Trucks & Other Fleet Equipment. This Florida based government contract enables the City of Crystal River to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA17-VEH15.0, Spec #76.

Should you require further information or have any questions, please contact me at 386-527-3265 or [dperry@thompsonpump.com](mailto:dperry@thompsonpump.com).

Sincerely,

David Perry | Thompson Pump & Manufacturing Co., Inc  
Municipal Sales Manager - Cell: (386) 527-3265  
Email: [dperry@thompsonpump.com](mailto:dperry@thompsonpump.com)

CC: Terry Guerra, Municipal Sales Representative  
CC: Doug Ruscitti, TPM, Sales Representative





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**PRICE QUOTE**  
**Bid Award FSA17-VEH15.0, Specification #76**

Description	Order Codes	Qty	FSA	Subtotal
<b>6JSCEN</b>	<b>Vehicle</b>			
<b>Zone:</b>	<b>Central</b>			
<b>Base Price:</b>		<b>1</b>	\$ 36,980.00	\$ 36,980.00
<b>Base Model includes:</b> TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), battery charger, spare tire, hydraulic brakes, light package, trailer, and 24 month warranty				
<b>Delete Options:</b>				
<< Delete option, Hydraulic Brakes per axle	Hydraulic brakes	<b>1</b>	(\$ 895.00)	(\$ 895.00)
<b>Add Options:</b>				
<< Upgrade pump from 6JSC to 6JSC-12-C with FT4 engine, Envrioprime, compressor assisted, trailer mounted	6JSC-12-C	<b>1</b>	\$ 6,004.00	\$ 6,004.00
<< Upgrade to 4JSC-12/6JSC/6JSV Silent Knight Sound Attenuated Enclosure	6- Silent Knight	<b>1</b>	\$ 11,829 .00	\$ 11,829.00
<< Optional equipment, 6" x 20' R- Suction Hose, B- Ball x Socket	6x20 Suction Hose	<b>1</b>	\$ 449.00	\$ 449.00
<< Optional equipment, 6" x 10' R- High Pressure Discharge Hose, C- Ball x Socket	6x10 HP Disch Hose	<b>2</b>	\$ 455.00	\$ 910.00
<< Optional equipment, Hose racks for mounting suction hoses on a trailer mounted pump	Hose Racks	<b>1</b>	\$ 842.00	\$ 842.00
<< Optional equipment, Additional UV resistance for Silent Knight enclosures	UV Protection Coat	<b>1</b>	\$ 471.00	\$ 471.00
<< Optional equipment, TBS Option #1- Impeller	STP-SCI	<b>1</b>	\$ 1,523.00	\$ 1,523.00
<< Optional equipment, TBS Option #2- DD	STP-DD	<b>1</b>	\$ 653.00	\$ 653.00
<b>Non- Specified Add Options:</b>				
<< Upgrade to Omni Beacon system with (2) alarms: (1) high level float and (1) additional alarm signal- TBD by City		<b>1</b>	\$ 1,957.00	\$ 1,957.00
<b>Final Model: 6JSCE-DCUST-2.8-MC</b>			<b>Total</b>	<b>\$ 60,723.00</b>

* Terms & Conditions *
• <b>TOTAL DELIVERY FREIGHT:</b> Included in Base Model Pricing per FSA T&C
• <b>FOB:</b> DESTINATION
• <b>TERMS:</b> NET 30-DAYS (WITH APPROVED CREDIT)
• <b>DELIVERY:</b> 14-16 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• <b>PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE</b>
• <b>NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE</b>
• <b>CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES</b>
• <b>Omni Beacon System will shipped to the City with 1 year of activated service included in the price above. Additional monitoring service will be \$600.00 per year.</b>



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May 11, 2018

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**PRICE QUOTE**  
**Bid Award FSA17-VEH15.0, Specification #76**

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<b>Zone:</b>	<b>Central</b>			
<b>Base Price:</b>		<b>1</b>	\$ 36,980.00	\$ 36,980.00
<b>Base Model includes:</b> TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), battery charger, spare tire, hydraulic brakes, light package, trailer, and 24 month warranty				
<b>Delete Options:</b>				
<< Delete option, Hydraulic Brakes per axle	Hydraulic brakes	<b>1</b>	(\$ 895.00)	(\$ 895.00)
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<b>Non- Specified Add Options:</b>				
<< Upgrade to Omni Beacon system with (2) alarms: (1) high level float and (1) additional alarm signal- TBD by City		<b>1</b>	\$ 1,957.00	\$ 1,957.00
<b>Final Model: 6JSCE-DCUST-2.8-MC</b>			<b>Total</b>	<b>\$ 60,723.00</b>

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• <b>Omni Beacon System will shipped to the City with 1 year of activated service included in the price above. Additional monitoring service will be \$600.00 per year.</b>

# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

## SPECIFICATION #076 - 6 INCH MOBILE PUMP PACKAGE

2018 Godwin CD150M ; 2018 Thompson 6JSC  
2018 Tradewinds TPK064750 ; 2018 Wacker Neuson APT6

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED.

### 1. DESIGN REQUIREMENTS:

- a. Discharge size: 6 inches
- b. Suction size: 6 inches
- c. Capable of 1750 GPM minimum
- d. Capable of 160 ft. Total Dynamic Head (TDH) minimum
- e. Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH)
- f. Impeller Diameter: Manufacturer's standard for pump
- g. Operating Speed Maximum: 2,200 RPM
- h. Solids Handling Size, Maximum: 3 inches

### 2. ENGINE:

- a. Diesel engine, appropriate to pump size at continuous duty.
- b. Emission compliant engine
- c. Industrial grade exhaust muffler and rain cap
- d. Oil and water drain lines with ball valves
- e. Low water level shutdown switch
- f. 12vdc system with battery rack and cables
- g. 12vdc battery charger
- h. 50 gallon minimum fuel tank with low fuel level alarm and shutdown.

### 3. PUMP:

- a. Check valve
- b. Impellers
- c. Self priming system

### 4. CONTROLS:

- a. Solid state, microprocessor based pump controls.
- b. Controls shall provide all operating, monitoring and control functions for the pump set.
- c. Controller will also provide 2 fully programmable contacts for input and output signals accordingly.
- d. Controller will provide remote start stop control with adjustable ramp (speed) time control.
- e. UL 508 R and CSA C22.2 No. 14 approved.

### 5. TRAILER:

- a. The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer. This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications:
- b. Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer.
- c. 12vdc electric system
- d. Lunette or military type towing ring with safety chains.
- e. Hydraulic brakes with reverse dump solenoid.
- f. Single point lifting bar.
- g. License plate bracket
- h. Sand shoe type support stands front and rear.
- i. Torque spring axles to meet load of trailer.
- j. Full size spare tire.
- k. The trailer must have a vin and a certificate of origin.

### 6. START UP AND COMMISSIONING:

- a. Vendor must coordinate all start up and testing activities with the engineer/owner. After field delivery of the pump and trailer, an authorized factory representative shall perform the initial start up and field testing of the pump and trailer. If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package. If a site cannot be prepared a standard operational test will be performed.
- b. At the same time the start up test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary. This will also include safety procedures and hazard assessment.

### 7. CONDITIONS:

- a. In addition to equipment specified, each pump package shall be equipped with all standard equipment as specified by the

- manufacturer for this model and shall include but not be limited to the following necessary items:
- b. Initial filling of oil and antifreeze.
  - c. During the start up, the authorized factory representative shall record and provide the County/City with the engine and pump serial numbers for the owner records. At this time the warranty will begin.
  - d. One complete set of operations and maintenance manuals.
  - e. Two (2) year or 1500 hour standard standby pump package warranty. Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

DISCLOSURE: THE FLORIDA SHERIFFS ASSOCIATION WORKING IN CONJUNCTION WITH MANUFACTURERS, VENDORS AND DISTRIBUTORS OF VEHICLES/EQUIPMENT DOES THEIR BEST TO ENSURE MODEL NAMES, NUMBERS AND CODES REPRESENT THE LATEST INFORMATION AVAILABLE AT THE TIME THE BID DOCUMENTS ARE PREPARED. IT IS RECOMMENDED THAT YOU CONFIRM THIS INFORMATION WITH THE AWARDED VENDOR REPRESENTATIVE AT THE TIME YOU ARE REQUESTING A CONFIRMING QUOTE.

**PROPOSAL PRICE**

**BID NO. FSA17-VEH15.0 - Cab & Chassis & Other Fleet Equipment**

**Specification #76 6 INCH MOBILE PUMP PACKAGE**

Unit Price Per Base

Western District \$36,980.00 /ea.

Northern District \$36,980.00 /ea.

Central District \$36,980.00 /ea.

Southern District \$36,980.00 /ea.

Brand Name:

Thompson 6JSC

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST ATTACH A MANUFACTURER'S PRINT-OUT (CHRYSLER -- "DIAL SYSTEM"; FORD -- "DORA"; GENERAL MOTORS -- "GM AUTOBOOK"; OR APPROVED EQUIVALENT) TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL ENCLOSED CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 60 - 90 calendar days after receipt of Purchase Order.

**FSA17-VEH15.0 - Cab & Chassis & Other Fleet Equipment**

**Specification #76 6 INCH MOBILE PUMP PACKAGE**

**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE**

**LEGEND FOR  
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:  
**Std.** = Manufacturer's standard equip.  
**Incl.** = included with base specs.  
**NC** = no additional charge  
**NA** = not applicable to the vehicle

**SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED**

<b>Order code</b>	<b>Delete options</b>	<b>Credit</b>
3D	Downgrade to 3" pump <i>Downgrade pump from 6JSC to 3" Mud Hog- trailer mounted</i>	(\$34,996.00)
4JSC-FT4-LHP	Downgrade to 4" pump <i>Downgrade pump from 6JSC to 4" LHP with FT4 engine, compressor assisted - Trailer Mounted</i>	(\$2,428.00)
	Downgrade to non UL fuel tank	Not Applicable
	Downgrade to non UL subbase for 3" & 4" pump packages	Not Applicable
	Downgrade to non UL subbase for 6" pump package	Not Applicable
	Downgrade to non UL subbase for 8", 10" & 12" pump packages	Not Applicable
4JSV-FT4-LHP	Downgrade pump package - specify <i>Downgrade pump from 6" to 4" LHP with FT4 engine- vacuum assisted- trailer mounted</i>	(\$433.00)
4JSC-STP	Downgrade pump package - specify <i>Downgrade pump from 6" to 4JSC -Enviroprime, compressor assisted</i>	(\$2,997.00)
4JSV-STP	Downgrade pump package - specify <i>Downgrade pump from 6" to 4JSV -Enviroprime, vacuum assisted</i>	(\$1,001.00)
SK Dewatering	Downgrade pump package - specify <i>Downgrade pump from 6" to 6" SK Wellpoint Only- Trailer Mounted</i>	(\$1,454.00)
Basic Trash Pump	Downgrade pump package - specify <i>Downgrade pump from 6" to 6" Basic Trash Pump with FT4 engine- Trailer Mounted</i>	(\$10,501.00)
TPM Panel- Basic	Delete remote control <i>Basic Auto start/stop control panel w/ floats</i>	(\$2,274.00)
Battery Charger	Delete option - specify <i>120V Battery Charger</i>	(\$471.00)
Spare Tire	Delete option - specify <i>Spare Tire</i>	(\$316.00)
Hydraulic Brakes	Delete option - specify <i>Hydraulic Brakes per axle</i>	(\$895.00)
DOT Lights	Delete option - specify <i>DOT Light Package</i>	(\$281.00)
4 Trailer	Delete option - specify <i>Trailer for 4JSCM/4JSVM models</i>	(\$1,588.00)
6 Trailer	Delete option - specify <i>Trailer for 6JSC/6JSV models</i>	(\$1,942.00)
8 Trailer	Delete option - specify <i>Trailer for 8JSC/8JSV models</i>	(\$2,944.00)
10 Trailer	Delete option - specify <i>Trailer for 10JSCG/12JSCJ models</i>	(\$5,438.00)

**Specification #76 6 INCH MOBILE PUMP PACKAGE**

**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE**

**LEGEND FOR  
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**SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED**

12 Trailer	Delete option - specify <i>Trailer for 12JSCG/18JSCJ/18JSCK models</i>	(\$7,250.00)
3 Trailer	Delete option - specify <i>Trailer for 3D models</i>	(\$290.00)
Float Box	Delete option - specify <i>Storage box for auto start/stop floats</i>	(\$152.00)
Enviro-Chamber	Delete option - specify <i>Chamber for air/water separation in priming system</i>	(\$254.00)

Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

Order code	Add options	Price
8JSC-FT4	Upgrade to 8" pump <i>Upgrade pump from 6JSC to 8JSC- with FT4 engine, Enviroprime, compressor assisted- trailer mounted</i>	\$35,868.00
10JSC	Upgrade to 10" pump <i>Upgrade pump from 6JSC to 10JSC- trailer mounted</i>	\$43,070.00
12JSCG	Upgrade to 12" pump <i>Upgrade pump from 6JSC to 12JSCG- trailer mounted</i>	\$53,395.00
4- Silent Knight	Upgrade to aluminum sound attenuated 3" pump package <i>4JSC-LHP Silent Knight Sound Attenuated Enclosure</i>	\$8,100.00
4/6- Silent Knight	Upgrade to aluminum sound attenuated 4" pump package <i>4JSC/4JSV/6JSCEN Silent Knight Sound Attenuated Enclosure</i>	\$9,754.00
6- Silent Knight	Upgrade to aluminum sound attenuated 6" pump package <i>4JSC-12/6JSC/6JSV Silent Knight Sound Attenuated Enclosure</i>	\$11,829.00
8- Silent Knight	Upgrade to aluminum sound attenuated 8" pump package <i>8JSC/8JSV Silent Knight Sound Attenuated Enclosure</i>	\$13,616.00
10/12- Silent Knight	Upgrade to aluminum sound attenuated 10" pump package <i>10JSCG/12JSCJ Silent Knight Sound Attenuated Enclosure</i>	\$14,690.00
12/18- Silent Knight	Upgrade to aluminum sound attenuated 12" pump package <i>12JSCG/18JSCJ/18JSCK Silent Knight Sound Attenuated Enclosure</i>	\$18,125.00
6JSC-10.1	Upgrade - specify <i>Upgrade from 6JSC to 6JSC-10.1 with FT4 engine, Enviroprime compressor-assisted-trailer mounted</i>	\$4,007.00
6JSV-10.1	Upgrade - specify <i>Upgrade from 6JSC to 6JSV-10.1 with FT4 engine, Enviroprime vacuum-assisted-trailer mounted</i>	\$7,870.00
6JSC-9.5	Upgrade - specify <i>Upgrade from 6JSC to 6JSC-9.5 with FT4 engine, Enviroprime compressor-assisted-trailer mounted</i>	\$1,292.00



**Specification #76 6 INCH MOBILE PUMP PACKAGE**

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6JSV-9.5	Upgrade - specify <i>Upgrade from 6JSC to 6JSV-9.5 with FT4 engine, Enviroprime vacuum-assisted-trailer mounted</i>	\$3,647.00
6JSC-12-C	Upgrade - specify <i>Upgrade pump from 6JSC to 6JSC-12C with FT4 engine, Enviroprime compressor assisted- trailer mounted</i>	\$6,004.00
6JSV-12-C	Upgrade - specify <i>Upgrade pump from 6JSC to 6JSC-12C with FT4 engine, Enviroprime vacuum assisted- trailer mounted</i>	\$7,139.00
6JSC-12-J	Upgrade - specify <i>Upgrade pump from 6JSC to 6JSC-12J with FT4 engine, Enviroprime compressor assisted- trailer mounted</i>	\$11,717.00
6JSV-12-J	Upgrade - specify <i>Upgrade pump from 6JSC to 6JSC-12J with FT4 engine, Enviroprime vacuum assisted- trailer mounted</i>	\$14,149.00
4JSC-FT4	Upgrade - specify <i>Upgrade pump from 6JSC to 4JSC with FT4 engine, Enviroprime compressor assisted- trailer mounted</i>	\$591.00
4JSV-FT4	Upgrade - specify <i>Upgrade pump from 6JSC to 4JSV with FT4 engine, Enviroprime vacuum assisted- trailer mounted</i>	\$2,586.00
6JSC-12-STP	Upgrade - specify <i>Upgrade pump from 6JSC to 6JSC-12 with Enviroprime, compressor assisted</i>	\$1,804.00
6JSV-12-STP	Upgrade - specify <i>Upgrade pump from 6JSC to 6JSC-12 with Enviroprime, vacuum assisted</i>	\$10,400.00
8JSV-STP	Upgrade - specify <i>Upgrade pump from 6JSC to 8JSV with Enviroprime, vacuum assisted</i>	\$16,104.00
12JSVJ-STP	Upgrade - specify <i>Upgrade pump from 6JSC to 12JSVJ with Enviroprime, vacuum assisted</i>	\$40,220.00
18JSVJ-STP	Upgrade - specify <i>Upgrade pump from 6JSC to 12JSVJ with Enviroprime, vacuum assisted</i>	\$64,684.00
18JSVK-STP	Upgrade - specify <i>Upgrade pump from 6JSC to 18JSVK with Enviroprime, vacuum assisted</i>	\$120,150.00
TPM Panel- Advanced	Upgrade - specify <i>Advanced auto start/stop control panel with application specific features</i>	\$2,791.00
Electric Brakes	Upgrade - specify <i>Electric brakes per axle</i>	\$752.00

**Specification #76 6 INCH MOBILE PUMP PACKAGE**

**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE**

**LEGEND FOR  
DELETE/ADD OPTIONS**

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:

**Std.** = Manufacturer's standard equip.

**Incl.** = included with base specs.

**NC** = no additional charge

**NA** = not applicable to the vehicle

**SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED**

Hose Racks	Optional equipment - specify <i>Hose racks for mounting suction hoses on a trailer mounted pump</i>	\$842.00
Throttle Actuator	Optional equipment - specify <i>Auto throttle control for mechanically governed engines</i>	\$1,185.00
Level Transducer	Optional equipment - specify <i>Level/Pressure transducer with 40' wet cable and leveling guard</i>	\$2,120.00
Inside Work Lights	Optional equipment - specify <i>(2) DC powered LED work lights mounted inside the complete pump set</i>	\$510.00
Outside Work Lights	Optional equipment - specify <i>(2) DC powered LED work lights mounted outside the complete pump set</i>	\$665.00
U Tank	Optional equipment - specify <i>UL-142 modular DW fuel tank, standard dimensions</i>	\$4,385.00
D Tank	Optional equipment - specify <i>Non-UL modular DW fuel tank, standard dimensions</i>	\$2,730.00
AC Power Inverter	Optional equipment - specify <i>DC to AC power inverter mounted inside the Silent Knight enclosure</i>	\$1,269.00
SCADA Interface	Optional equipment - specify <i>SCADA interface with up to 6 dry contacts connections for hard wired remote monitoring</i>	\$1,821.00
RECON 2000T	Optional equipment - specify <i>Wireless remote monitoring and remote control, includes 12 months of monitoring service</i>	\$4,425.00
RECON- Annual Service	Optional equipment - specify <i>12 months of monitoring service for RECON 2000T</i>	\$600.00
Solar Battery Charger	Optional equipment - specify <i>Solar powered battery charger</i>	\$868.00
UV Protection Coat	Optional equipment - specify <i>Additional UV resistance for Silent Knight enclosures</i>	\$471.00
Coating for Fuel Tank	Optional equipment - specify <i>Corrosion resistant coating for modular fuel tanks</i>	\$3,444.00
Z Tank	Optional equipment - specify <i>Additional fuel capacity for 4/6/8 modular fuel tanks- max 150 gallon, skid only</i>	\$2,900.00
6x20 Suction Hose	Optional equipment - specify <i>6" x 20' R- Suction Hose, B-Ball x Socket</i>	\$449.00
6x10 Suction Hose	Optional equipment - specify <i>6" x 10' R- Suction Hose, B-Ball x Socket</i>	\$284.00
6x50 Lay-Flat	Optional equipment - specify <i>6" x 50' R- Lay-Flat Discharge Hose, C-Ball x Socket</i>	\$264.00
6x10 HP Disch Hose	Optional equipment - specify <i>6" x 10' R- High Pressure Discharge Hose, C-Ball x Socket</i>	\$455.00

**Specification #76 6 INCH MOBILE PUMP PACKAGE**

**SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE**

LEGEND FOR DELETE/ADD OPTIONS
Every line will require a <b>DOLLAR VALUE</b> or one of the following abbreviations: <b>Std.</b> = Manufacturer's standard equip. <b>Incl.</b> = included with base specs. <b>NC</b> = no additional charge <b>NA</b> = not applicable to the vehicle

**SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED**

4x20 Suction Hose	Optional equipment - specify <i>4" x 20' R- Suction Hose, B- Ball x Socket</i>	\$218.00
4x10 Suction Hose	Optional equipment - specify <i>4" x 10' R- Suction Hose, B- Ball x Socket</i>	\$185.00
4x50 Lay-Flat	Optional equipment - specify <i>4" x 50' R- Lay Flat Discharge Hose, C- Ball x Socket</i>	\$172.00
4x10 HP Disch Hose	Optional equipment - specify <i>4" x 10' R- High Pressure Discharge Hose, C- Ball x Socket</i>	\$231.00
STP- SCI	Optional equipment - specify <i>TBS Option #1- Impeller</i>	\$1,523.00
STP- DD	Optional equipment - specify <i>TBS Option #2- DRS or DCS</i>	\$653.00
STP- SU	Optional equipment - specify <i>TBS Option #3- Additional Start-Up Testing for Pump</i>	\$471.00
3x20 Suction Hose	Optional equipment - specify <i>3" x 20' P- Suction Hose, B- CxE &amp; 3" x 50' R-Lay-Flat Discharge Hose, B- CxE</i>	\$253.00
12JSVG-FT4	Optional equipment - specify <i>Upgrade pump from 6JSC to 12JSVG- high pressure jet pump with Enviroprime, vacuum assisted- trailer mounted</i>	\$131,688.00
4JSC-12-J	Optional equipment - specify <i>Upgrade pump from 6JSC to 4JSC-12 high pressure jet pump with Enviroprime, compressor assisted- trailer mounted</i>	\$8,483.00
32HPU-60HST	Optional equipment - specify <i>Upgrade pump from 6JSC to 6" Hydraulic Power Unit and Pump Set with FT4 engine- trailer mounted</i>	\$7,682.00
FPM- 4/6	Maintenance Plan - specify <i>(1) Standard Preventive Maintenance Service for 4" ad 6" pumps</i>	\$350.00
FPM- 8/10/12/18	Maintenance Plan - specify <i>(1) Standard Preventive Maintenance Service for 8", 10", 12", and 18" pumps</i>	\$595.00
2 Year Limited	Warranty - specify <i>24 Month Limited Warranty based on TPM Warranty statement</i>	Included
1 Year Additional	Warranty - specify <i>12 Month Extension of TPM Standard Limited Warranty</i>	\$650.00
% Discount	Warranty - specify <i>Equal Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount can ONLY BE APPLIED to a downgrade or an upgrade to the base model listed in this specification.</i>	Standard

Specification #76 6 INCH MOBILE PUMP PACKAGE

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE,  
DESCRIPTION AND PRICE

LEGEND FOR  
DELETE/ADD OPTIONS

Every line will require a DOLLAR VALUE or one of the following abbreviations:

**Std.** = Manufacturer's standard equip.

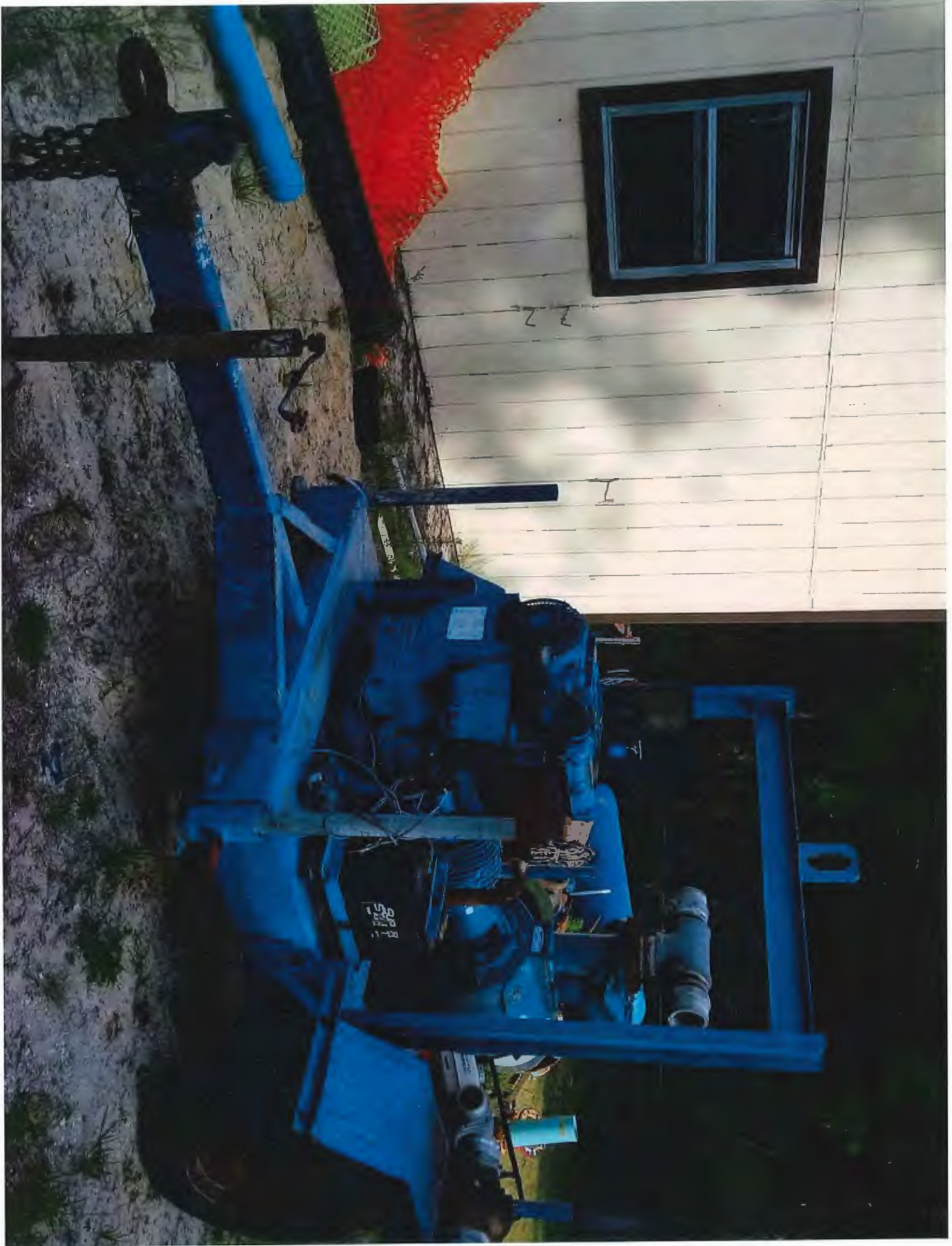
**Incl.** = included with base specs.

**NC** = no additional charge

**NA** = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

DISCLOSURE: THE FLORIDA SHERIFFS ASSOCIATION WORKING IN CONJUNCTION WITH MANUFACTURERS, VENDORS AND DISTRIBUTORS OF VEHICLES/EQUIPMENT DOES THEIR BEST TO ENSURE MODEL NAMES, NUMBERS AND CODES REPRESENT THE LATEST INFORMATION AVAILABLE AT THE TIME THE BID DOCUMENTS ARE PREPARED. IT IS RECOMMENDED THAT YOU CONFIRM THIS INFORMATION WITH THE AWARDED VENDOR REPRESENTATIVE AT THE TIME YOU ARE REQUESTING A CONFIRMING QUOTE.





**CRYSTAL RIVER CITY COUNCIL**

**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9F

**Requested Motion:** Motion to approve a purchase from Barney's Pumps, Inc. in the amount of \$23,850.00 for the replacement of two (2) new submersible sewage pumps for Lift Station #34.

**Summary:** One of the two submersible wastewater pumps at Lift Station #34 has recently failed. Both of the existing pumps were installed in 1990 and are approaching end-of-useful life. The cost to repair the failed pump has been quoted as \$9,000 which is almost the cost of a new pump. Due to age, Staff recommends replacing both pumps at this time.

This master lift station is located adjacent to the DPW shop next to the mall. This station uses 40 Hp pumps which are the largest of all our 68 stations. This station receives flow from all of Woodland Estates, businesses along the east side of US-19 both north and south of Turkey Oak (including the mall), Smuggler's Cove, etc. This critical station is now running on the single remaining pump but the rental portable bypass pump is available on standby.

Pertinent to this request, Staff would like to recognize U.S. Water for its spirit of cooperation and for performance of work yet again outside the contract scope of services.

Our U.S. Water Project Manager, Chris Saliba, recently detected the sound of gurgling air at the wastewater treatment plant headworks --- an indication that a lift station's check valve was failing to shut tight. When this occurs, sewage within the pressurized forcemain system is allowed to dump back into the wetwell of the affected station. Consequently, in addition to normal influent flow, the pumps also have to handle some component of what they just discharged.

Mr. Saliba analyzed numerous lift stations and concluded that the faulty check was associated with the subject LS #34. It's difficult to say exactly when the valve started failing but it appears to have begun in late 2015. So, for the past couple of years, the already tired pumps have been running significantly more.

Due to age and deterioration, it was determined that the check valve could not be repaired. Because of the tight configuration of the large 10" discharge manifold as it sat within the precast valve vault, the entire assembly had to be lifted out of the vault. With it removed, it made sense to go ahead and replace the checks valves as well as the aged isolation valves. U.S. Water was very generous in offering to provide the labor which turned out to be a significant effort.

Before the manifold could be disconnected, it was necessary to install an isolation valve on the discharge forcemain outside of the vault (to prevent a sewage spill). To accomplish this, crews had to perform a midnight shutdown of nine lift stations connected to the network and have a pumper truck on standby in case the task took longer than expected.

Mission accomplished with no issues --- U.S. Water ended up paying overtime for work outside of their contracted scope of services and Staff appreciates the effort. Upon completion, the pump run times went from 9 hours a day down to just 1/2 an hour! With 40 Hp pumps, Staff expects to see a significant savings in electricity at this station. Staff has asked U.S. Water to add monthly preventative maintenance task to their routine lift station rounds to stethoscope for leaky check valves.

Staff solicited quotes for compatible 40 horsepower replacement pumps --- Mader Electric Motors quoted Wilo at \$12,886.00 each, and Barney's Pump quoted direct-replacement Hydromatic at \$11,850.00 plus \$75 shipping each. Aside from being the lowest price, Hydromatic pumps are proven and are used in the majority of the City's lift stations. The City has purchased numerous pumps from Barney's Pumps of Lakeland, FL and Staff recommends this purchase.

**Staff Recommendation:** Approve the requested motion as presented.

**Funding Information:**

Project Cost: \$ 23,850.00  
Funding Source: 403-43642-63000-17-18 (W&S CIP - Leak Detection & Repair)  
Amount Available: \$107,435.71

**Finance Department Approval:** Michelle K Russell

**Approvals:** ph

**Originating Department:** \_\_\_\_\_

**City Manager:** [Signature]

**City Attorney (if applicable):** \_\_\_\_\_

**Attachments:** Barney's Pumps, Inc. Quote No. SQ010045-3

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9G

**Requested Motion:** Motion to adopt Resolution No. 18-R-18 approve a State-bid piggyback purchase from the Florida Department of Management Services "Construction and Industrial Equipment" Contract from Ring Power Systems in the amount of \$64,765.90 for a 200 kW Caterpillar generator and an additional expenditure of up to \$4,500 to allow for construction of an elevated generator pad and for the initial fueling of the generator.

**Summary:** Although unable to ascertain the model year of the existing water plant generator serving the City's single water treatment plant on Crystal Street appears dated. This critical piece of equipment has proven temperamental over many years and despite numerous repairs by multiple specialists, it remains unreliable.

On Sunday, April 15, 2018 the water treatment plant experienced a power outage and the generator failed to start. The result was a loss of water pressure to the entire service area. Since so many customers were affected, a reverse 911 call was necessary to promptly warn of a precautionary boil water notice.

With the complete loss of power, the County interconnect also did not open completely also contributing to loss of water pressure. The design calls for if the City's distribution system dropped below 60 PSI, water from the County system should have automatically started to flow at a reduced pressure.

Upon investigation, U.S. Water discovered that the interconnect valve is electrically actuated; the loss of power made the valve inoperable and stuck in the semi-closed position. To rectify this, the setting position of the actuator is no longer dependent on electricity to operate. Under this new configuration, the County interconnect is entirely passive since pressure differential alone will allow the valve to mechanically open. Testing has proven the new arrangement will function in the event of future power outages. This test will be added to the Preventive Maintenance program.

Although confidence in the County interconnection has been improved, County infrastructure is also subject to storm damage; redundancy through a backup generator is essential to ensure a reliable supply of potable and fire protection water flow while on the County interconnect is at a lower rate.

The existing 150 kW generator is slightly undersized when operating at full-load demand. In consideration of the Utility's Capital Improvement Plan, there is a possibility to increase one to three distribution pumps in the long range future. Staff recommends upsizing to a 200 kW unit which will accommodate our future needs through the generator's expected useful life of 20 plus years.

The \$64,765.90 quote includes a new Caterpillar diesel 200 kW generator with a 715 gallon belly tank (which will allow for 48-hours of run time at 100% load), a 150 MPH wind-rated sound enclosure, electrical connections, start-up load testing, two-year warranty, and crane service. To ensure the generator is installed well above the 100-year base flood elevation, Staff also anticipates expending up to \$2,500 for DPW crews to construct an elevated concrete generator pad and the cost to fill the large diesel tank is expected to be approximately \$2,000 (both are included in the "Project Cost" below).

**Staff Recommendation:** Approve the requested motion as presented.

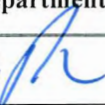
**Funding Information:**

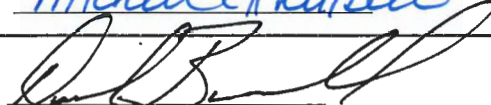
Project Cost:	\$ 69,265.90
Funding Source:	403-43642-64000 (W&S CIP Equipment – Sewer Cleaner)
Amount Available:	\$ 50,000.00
Funding Source:	403-43642-63000 -2015F (W&S CIP WP Well #2)
Amount Available:	\$ 50,000.00

**Finance Department Approval:**



**Approvals:**





\_\_\_\_\_  
Originating Department

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Resolution No. 18-R-18  
Ring Power Quote No. BM-18 DMS-Crystal River and supporting DMS price sheet

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_



**RESOLUTION 18-R-18**

**A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA,  
AUTHORIZING THE TRANSFER OF FUNDS FROM WATER & SEWER CIP –  
WATER PLANT VIABILITY WELL #2 FUNDING IN THE AMOUNT OF  
\$19,500.00 TO  
PROVIDE FUNDING IN THE TOTAL AMOUNT OF \$69,265.90 TO APPROVE A  
STATE-BID PIGGYBACK PURCHASE OF THE FLORIDA DEPARTMENT OF  
MANAGEMENT SERVICES “CONSTRUCTION AND INDUSTRIAL  
EQUIPMENT” CONTRACT FROM RING POWER SYSTEMS IN THE  
AMOUNT OF \$64,765.90 FOR A REPLACEMENT CATERPILLAR 200 KW  
GENERATOR TO SERVE THE WATER TREATMENT PLANT AND  
AUTHORIZE AN EXPENDITURE OF UP TO \$4,500 TO ALLOW FOR  
CONSTRUCTION OF AN ELEVATED CONCRETE GENERATOR PAD AND  
FOR THE INTIAL DIESEL FILLING.**

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

**WHEREAS**, the existing generator serving the City’s water treatment plant on Crystal Street appears dated. This critical piece of equipment has proven temperamental and despite numerous repair attempts by specialists, continues to prove unreliable. Unfortunately, this was demonstrated on April 15, 2018 when the water treatment plant experienced a power outage but the generator failed to start. The result was a loss of water pressure to the entire service area. Since so many customers were affected, a reverse 911 call was necessary to promptly warn of a precautionary boil water notice. The existing 150 kW generator is slightly undersized when operating at full-load demand. In consideration of the Utility’s Capital Improvement Plan to replace the existing 20 Hp jockey pump with a third 50 Hp high-service pump, Staff recommends upsizing to a 200 kW unit which will accommodate our future needs through the generator’s expected useful life of 15 – 20 years; 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 29th day of May, 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: \_\_\_\_\_

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

Mia Fink, City Clerk

Jim Farley, Mayor

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

VOTE OF COUNCIL:

Farley \_\_\_\_\_  
Brown \_\_\_\_\_  
Holmes \_\_\_\_\_  
Fitzpatrick \_\_\_\_\_  
Gudis \_\_\_\_\_

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George G. Angeliadis, City Attorney

CITY OF CRYSTAL RIVER

JOURNAL ENTRY

JE: 10286

Post Date: 05/29/2018

Entry Date: 05/22/2018

Description: RES #18-R-18 WTP GENERATOR REPLACEMENT

Entered By: MRUSSELL

Journal: BA

GL #	Description	DR	CR
403-43642-63000-2015F	Add'l \$ for Caterpillar 200KW Generator	19,500.00	
403-43642-64000	Add'l \$ for Caterpillar 200KW Generator		19,500.00
	Journal Total:	19,500.00	19,500.00

APPROVED BY: \_\_\_\_\_



**Ring Power****OLYMPIAN™  
GENERATORS****Your North and Central Florida Caterpillar Dealer**

**ST. AUGUSTINE**  
500 World Commerce Prkwy  
St. Augustine, FL 32092  
904-737-7730

**TALLAHASSEE**  
32000 Blue Star Highway  
Midway, FL 32343  
850-562-2121

**OCALA**  
6202 N US 301/441  
Ocala, FL 34475  
352-732-4600

**ORLANDO**  
9901 Ringhaver Dr.  
Orlando, FL 32824  
407-855-6195

**TAMPA**  
9797 Gibsonton Dr  
Riverview, FL 33569  
813-671-3700

**SALES****SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 5/22/2018

QUOTATION NO: BM-18 DMS-Crystal River.

CUSTOMER NAME: City of Crystal River

ADDRESS: 2123 NW HWY 19

CITY/STATE/ZIP: Crystal River FL 34428

PHONE: 352-795-4216 X 313 Joe Cobb

PROJECT NAME: Crystal River WTP D200 KW

ESTIMATED SHIPPING LEAD TIME: 12-14 Weeks

SHIPPING VIA/FOB: JOBSITE

ESTIMATED SUBMITTAL LEAD TIME: 4 weeks

JOBSITE ADDRESS: 8501 W Crystal River

CITY/STATE/ZIP: Crystal River, FL 34428

**TERMS:** Full payment is due from buyer within 30 days as per state for Florida DMS terms but no more than 35 Days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<b>Pricing per Florida Department of Management Services "Construction and Industrial Equipment" Contract No; 22101000-15-1 July 1, 2015- June 30, 2018</b>		
<b>Group 15 Power Generators</b>		
<b>Caterpillar Base Equipment 20% MSRP Discount</b>		
NAC162P- D200 60 HZ, 480V Generator CERTESE- EPA Stationary Emergency CB4001A- 400A Breaker PMEXC13- Permanent Magnet Excitation STANDBY- Standby Power Application UL2200- 2200 Listing AH1H Anti-Condensation Heater IBCWBC1 Wind Certification CPOB- Control Panel Options Box WSS1- Low Coolant Shutdown Circuit PBC10NU- Battery Charger 10A NFPA WHH- Coolant Heater	MSRP \$61,041.00	\$48,832.80
	MSRP \$190.00	\$152.00
<b>Accessories 5% MSRP Discount</b>		
Sub-Base Fuel Tank UL142 FDEP	MSRP \$ 6,798.00	\$6,458.10

Quotation Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Customer: \_\_\_\_\_ Salesman's Signature: Brian Martinez  
Brian Martinez Generator Sales

**TERMS**

- This offer to sell is made subject to buyer's acceptance within ten (30) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- Cancellation Fee: If, at any time, Buyer repudiates, cancels or otherwise terminates this Order, Ring Power Corporation shall, without waiving any rights or remedies allowed by law, collect from Buyer, and Buyer shall remit to Ring Power Corporation within 10 business days of repudiation, cancellation or termination, an amount equal to 25% of the total Purchase Price of this Order.
- No retainage to be withheld Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- **NO SALES TAX is included.**
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<b>Dealer Labor for Load Test Per DMS Contract 10/11-017</b>		
Load Test 2 hours @ \$204.00 per hour.	\$408.00	
Startup of completed system.	\$1,200.00	
<b>Labor to Install Generator:</b> Deliver and un-load generator using certified crane service.		
Off-load onto Customer provided foundation. Route new conduit and wire from existing		
customer ATS to new generator location using local electrical contractor.		
Distance of electrical run limited to approximately 15 foot from existing building.	\$7,715.00	
<b>TOTAL</b>		<b>\$64,765.90</b>
<b>Notes:</b>		
<b>No SALES TAX Included.</b>		
Installation of Generator Included as outlined above.		
All other Labor Quoted is Regular Hours Monday – Friday 8:00am-4:00pm.		
Customer to remove old fuel tank and pour new generator pad.		
No Landscaping is included.		
Freight and Delivery Included.		
Delivered to job site and set in place.		

**State Term Contract No. 22101000-15-1;  
Construction & Industrial Equipment**

Section 2.3.3

Revised: November 15, 2016

**NOTE TO USERS:** To fully use this document, you must maintain an active internet connection (high-speed recommended) and have the latest version of the Adobe Reader installed. If you need the free Adobe Reader, go to <http://www.adobe.com/>, click on the "Get Adobe Reader" icon, and follow the software's directions for installation and use. Printing this document will not automatically print any linked documents. To print any of the linked documents, you must individually open and print the linked documents.

**VIEWING NOTE:** Due to the width and height of this document and the available screen space of your monitor, you may need to scroll across and up-and-down this document to view all available columns and rows. To scroll across this document, you can use the scroll bar in the bottom right of this window; to scroll up-and-down this document, you can use the scroll bar at the right of this window.

**KEY NOTE:** For additional information related to this document, please see the Key toward the bottom of this document.

**INSTRUCTIONS:**

Please review the Contract, Contact Information for Instructions and Frequently Asked Questions on the [DMS Website](#).

Please click on the hyperlinks below for the MSRP pages or Contractor's information.

**\*\*\* IMPORTANT Please Note: \*\*\***

Some models on the MSRP pages may not be eligible for purchase on this contract. Please refer to the group and specs. defined within the contract.

If the Manufacturer or Brand says to contact the Contract Admin these MSRP pages are available upon request.

If you have questions or need assistance, please reach out to the Contract Admin: [Gerrid Griffin](#)

GROUP	APPLICABLE UNSPSC CODE(S)	GROUP DESCRIPTION
Group 1	22101526	Excavators; Mini/Compact Track Excavators (Less than 70 HP)
Group 2	22101526	Excavators; Track Excavators (Equal to or Greater than 70 HP)
Group 3	22101525	Excavators; Wheel & Truck Mount
Group 4	22101502	Motor Grader & Maintainer
Group 5	22101511, 22101505	Compactors/Rollers: Asphalt, Soil and Landfill
Group 6	22101522	Dozers: Crawler
Group 7	22101523	Dozers: Wheel
Group 8	22101532	Compact Track And Multi Terrain Loaders (Less than 15,000 lbs. Operating Weight)
Group 9	22101532	Crawler/Track Loader (Greater than 15,000 lbs. Operating Weight)
Group 10	22101528	Wheel Loaders
Group 11	22101529	Skid Steer Loaders: Wheel
Group 12	22101509	Backhoe-Loader: Wheel
Group 13	24101500	Industrial Trucks/Forklifts
Group 14	24101600	Telescopic Handlers, Riding type (including Rough Terrain Handlers and Forklifts)
Group 15	26111600	Power Generators (excludes portable)
Group 16	30190000	Construction Equipment includes; Concrete Saws, Portable Cement Mixer, Portable Lights, other (excludes hand tools)
Group 17	30191700	Gooseneck, Lowboy and Heavy Equipment Trailers

Group 1 Excavators; Mini/Compact Track Excavators (Less than 70 HP)						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Bobcat</a>	30.00%	30.00%	24.00%	0.00%	<a href="#">Clark Equipment Company</a>
2	<a href="#">Case Construction</a>	31.00%	25.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
3	<a href="#">Caterpillar</a>	22.50%	22.50%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
4	<a href="#">Doosan</a>	20.00%	20.00%	20.00%	0.00%	<a href="#">Clark Equipment Company</a>
6	<a href="#">Hitachi</a>	17.50%	16.50%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
7	<a href="#">JCB</a>	25.00%	25.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
8	<a href="#">John Deere</a>	19.50%	18.50%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
9	<a href="#">Kobelco</a>	28.00%	12.50%	12.50%	0.00%	<a href="#">GS Equipment, Inc.</a>
11	<a href="#">Kubota</a>	27.58%	7.50%	7.50%	5.00%	<a href="#">Florida Coast Equipment Inc.</a>
12	<a href="#">Takeuchi</a>	5.00%	5.00%	5.00%	0.00%	<a href="#">Flagler Construction Equipment, LLC</a>
13	Volvo (Call Vendor for Quote)	34.00%	30.00%	5.00%	0.00%	

Group 2 Excavators; Track Excavators (Equal to or Greater than 70 HP)						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
2	<a href="#">Case Construction</a>	45.00%	35.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
3	<a href="#">Caterpillar</a>	21.00%	21.00%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
4	<a href="#">Doosan</a>	20.00%	20.00%	20.00%	0.00%	<a href="#">Clark Equipment Company</a>
6	<a href="#">Hitachi</a>	32.50%	30.50%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
7	<a href="#">JCB</a>	25.00%	25.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
8	<a href="#">John Deere</a>	32.00%	30.00%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
9	<a href="#">Kobelco</a>	31.00%	12.50%	12.50%	0.00%	<a href="#">GS Equipment, Inc.</a>
12	<a href="#">Link-Belt</a> <a href="#">Link-Belt x4</a>	40.00%	12.00%	12.00%	0.00%	
13	<a href="#">Takeuchi</a>	5.00%	5.00%	5.00%	0.00%	<a href="#">Flagler Construction Equipment, LLC</a>
14	Volvo (Call Vendor for Quote)	33.00%	30.00%	5.00%	0.00%	

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<b>Group 3 Excavators; Wheel &amp; Truck Mount</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Caterpillar</a>	22.00%	22.00%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
2	<a href="#">Doosan</a>	20.00%	20.00%	20.00%	0.00%	<a href="#">Clark Equipment Company</a>
3	<a href="#">Gradall</a>	4.00%	4.00%	4.00%	0.00%	<a href="#">GS Equipment, Inc.</a>
4	<a href="#">Hitachi</a>	43.50%	42.50%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
5	<a href="#">John Deere</a>	43.50%	42.50%	0.00%	0.00%	
8	Volvo (Call Vendor for Quote)	41.00%	38.00%	5.00%	0.00%	<a href="#">Flagler Construction Equipment, LLC</a>
<b>Group 4 Motor Grader &amp; Maintainer</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Case Construction</a>	40.00%	35.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
2	<a href="#">Caterpillar</a>	40.00%	40.00%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
3	<a href="#">John Deere</a>	39.25%	38.25%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
6	<a href="#">LeeBoy</a>	3.00%	3.00%	3.00%	0.00%	<a href="#">Ring Power Corp.</a>
8	<a href="#">Nor/Am</a>	20.25%	19.25%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
<b>Group 5 Compactors/Rollers: Asphalt, Soil and Landfill</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Bomag</a>	21.50%	20.50%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
2	<a href="#">Caterpillar</a>	16.00%	16.00%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
4	<a href="#">JCB</a>	25.00%	25.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
7	<a href="#">Rosco</a>	2.00%	2.00%	2.00%	0.00%	<a href="#">Ring Power Corp.</a>
9	Volvo (Call Vendor for Quote)	34.00%	32.00%	5.00%	0.00%	<a href="#">Flagler Construction Equipment, LLC</a>
10	<a href="#">Wacker Neuson</a>	18.00%	18.00%	18.00%	0.00%	<a href="#">Kelly Tractor Co.</a>
<b>Group 6 Dozers: Crawler</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Case Construction - Crawler</a>	37.00%	35.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
	<a href="#">Case Construction - Crawler Dozer</a>	37.00%	35.00%	15.00%	0.00%	
2	<a href="#">Caterpillar</a>	22.00%	22.00%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
4	<a href="#">John Deere</a>	29.25%	28.25%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
<b>Group 7 Dozers: Wheel</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
<b>NO AWARD</b>						
<b>Group 8 Compact Track And Multi Terrain Loaders (Less than 15,000 lbs. Operating Weight)</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Bobcat</a>	30.00%	30.00%	24.00%	0.00%	<a href="#">Clark Equipment Company</a>
2	<a href="#">Case Construction</a>	35.00%	30.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
3	<a href="#">Caterpillar</a>	25.50%	25.50%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
5	<a href="#">JCB</a>	20.00%	20.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
6	<a href="#">John Deere</a>	23.25%	22.25%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
7	<a href="#">Kubota</a>	22.76%	7.50%	7.50%	5.00%	<a href="#">Florida Coast Equipment Inc</a>
<b>Group 9 Crawler/Track Loader (Greater than 15,000 lbs Operating Weight)</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
<b>NO AWARD</b>						



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<b>Group 10 Wheel Loaders</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Case Construction</a>	44.00%	37.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
2	<a href="#">Caterpillar</a>	24.50%	24.50%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
3	<a href="#">Doosan</a>	20.00%	20.00%	20.00%	0.00%	<a href="#">Clark Equipment Company</a>
6	<a href="#">JCB</a>	30.00%	30.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
7	<a href="#">John Deere</a>	38.50%	37.50%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
8	<a href="#">Kawasaki</a>	23.00%	12.00%	12.00%	0.00%	<a href="#">GS Equipment, Inc.</a>
10	<a href="#">Kubota</a>	22.76%	7.50%	7.50%	5.00%	<a href="#">Florida Coast Equipment Inc</a>
13	Volvo (Call Vendor for Quote)	39.00%	37.00%	5.00%	0.00%	<a href="#">Flagler Construction Equipment, LLC</a>
<b>Group 11 Skid Steer Loaders: Wheel</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Bobcat</a>	30.00%	30.00%	24.00%	0.00%	<a href="#">Clark Equipment Company</a>
2	<a href="#">Case Construction</a>	32.00%	25.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
3	<a href="#">Caterpillar</a>	22.50%	22.50%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
6	<a href="#">JCB</a>	20.00%	20.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
7	<a href="#">John Deere</a>	25.25%	24.25%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
11	<a href="#">Takeuchi</a>	5.00%	5.00%	5.00%	0.00%	<a href="#">Flagler Construction Equipment, LLC</a>
13	Volvo (Call Vendor for Quote)	36.00%	34.00%	5.00%	0.00%	<a href="#">Flagler Construction Equipment, LLC</a>
<b>Group 12 Backhoe-Loader: Wheel</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Case Construction</a>	43.00%	30.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
2	<a href="#">Caterpillar</a>	25.00%	25.00%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
3	<a href="#">JCB</a>	30.00%	30.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
4	<a href="#">John Deere</a>	41.00%	40.00%	0.00%	0.00%	<a href="#">Nortrax, Inc.</a>
5	<a href="#">Kubota</a>	23.45%	7.50%	7.50%	5.00%	<a href="#">Florida Coast Equipment Inc</a>
<b>Group 13 Industrial Trucks/Forklifts</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Caterpillar</a>	3.00%	3.00%	3.00%	0.00%	<a href="#">Ring Power Corp.</a>
4	<a href="#">JCB</a>	25.00%	25.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
5	<a href="#">Hyundai</a>	20.00%	20.00%	20.00%	20.00%	<a href="#">National Lift Truck Service, Inc.</a>
6	<a href="#">Mitsubishi</a>	3.00%	3.00%	3.00%	0.00%	<a href="#">Ring Power Corp.</a>
<b>Group 14 Telescopic Handlers, Riding Type (including Rough Terrain Handlers and Forklifts)</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Bobcat</a>	24.00%	24.00%	24.00%	0.00%	<a href="#">Clark Equipment Company</a>
2	<a href="#">Case Construction</a>	35.00%	30.00%	15.00%	0.00%	<a href="#">Trekker Tractor, LLC</a>
3	<a href="#">Caterpillar</a>	26.00%	26.00%	16.00%	0.00%	<a href="#">Ring Power Corp.</a>
6	<a href="#">JCB</a>	25.00%	25.00%	10.00%	5.00%	<a href="#">JCB Inc</a>
<b>Group 15 Power Generators (excludes portable)</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [###.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [###.###%]	Contractor
1	<a href="#">Caterpillar</a>	20.00%	10.00%	5.00%	0.00%	<a href="#">Ring Power Corp.</a>
11	<a href="#">Wacker Neuson</a>	18.00%	18.00%	18.00%	0.00%	<a href="#">Kelly Tractor Co.</a>

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<b>Group 16 Construction Equipment includes; Concrete Saws, Portable Cement Mixer, Portable Lights, other (excludes hand tools)</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [##.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [##.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [##.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [##.###%]	Contractor
3	<a href="#">Wacker Neuson</a>	18.00%	18.00%	18.00%	0.00%	<a href="#">Kelly Tractor Co.</a>
<b>Group 17 Gooseneck, Lowboy and Heavy Equipment Trailers</b>						
Line No	MANUFACTURER/ BRAND <sup>1</sup>	BASE EQUIPMENT MSRP DISCOUNT <sup>2</sup> [##.###%]	OEM OPTIONS DISCOUNT <sup>3</sup> [##.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT <sup>4</sup> [##.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT <sup>5</sup> [##.###%]	Contractor
1	<a href="#">Big Tex</a>	10.00%	10.00%	10.00%	10.00%	<a href="#">Federal Contracts Corp</a>
4	<a href="#">Felling Trailers Prt. 1</a>	10.00%	10.00%	10.00%	10.00%	
	<a href="#">Felling Trailers Prt. 2</a>					<a href="#">Flagler Construction Equipment, LLC.</a>
9	<a href="#">Trail King</a>	1.00%	1.00%	1.00%	0.00%	

**Key**

1 - Manufacturer/Brand: The Manufacturer/Brand is the Industry Name that the equipment is sold under.

2 - Base Equipment MSRP Discount [##.###%]: The Base Equipment MSRP Discount is the statewide discount used to obtain the individual Net Equipment Price (per Section 4.8, Ceiling Prices).

3 - OEM Options, Accessories, & Implements MSRP Discount [##.###%]: The OEM Options, Accessories, & Implements MSRP Discount is the statewide discount used to obtain the individual Net OEM Options, Accessories, & Implements Price (per Section 4.8, Ceiling Prices).

4 - OEM Parts MSRP Discount [##.###%]: The OEM Parts MSRP Discount is the statewide discount used to obtain the individual Net OEM Parts Price (per Section 4.8, Ceiling Prices).

5 -MSRP List (include: MSRP List Name, MSRP List Date, & MSRP List Pages / Sections): The MSRP List is the list of Department approved Commodities and associated MSRPs available under the Contract, if awarded.

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9H

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**Requested Motion:** Motion to authorize Florida Rural Water Association to provide engineering assistance which includes the development of an application package to the Drinking Water State Revolving Fund for a low-interest loan for a complete water meter replacement program based on Advanced Metering Infrastructure technology, lead gooseneck mitigation, additional water main isolation valves, and; in consideration of these services, authorize a financial contribution to this association in an amount not to exceed \$19,500

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**Summary:** The City's water utility suffers from significant water loss which can occur through leaks, meter inaccuracies, and even theft through unrecorded and unmetered connections. This loss --- known as non-revenue water --- has been very high for years. This was one of the reasons for changing Utility contractors in 2016. Based on investigations by U.S. Water and Public Works, it is believed most loss is through current meter inaccuracies and an aging distribution system. To put it in perspective, consider that our water plant pumps an average of 500 gallons per minute. At the current loss of 37%, almost 200 gallons leaves the plant *every minute* but doesn't appear in the end point meter tallies.

In the interest of water conservation, any time water loss exceeds 10%, SWFWMD requires a water audit. The Utility has been subjected to such for consecutive years. Despite being challenged by a limited budget, Staff has been able to satisfy the auditors by demonstrating a conscientious effort toward determining and reducing some of the water loss.

In addition to a responsibility to be good stewards of the environment, the Utility strives to keep rates low by reducing costs and lost revenue. To this end, and with the hope of getting out from under the water audit enforcement cloud, Staff recommends a complete meter change-out coupled with an aggressive leak detection and repair program.

Staff conferred with U.S. Water on this matter who in turn reached out to Florida Rural Water Association (FRWA). FRWA is a non-profit organization that receives subsidies from the EPA and FDEP to provide assistance to small communities in addressing similar challenges. FRWA has identified a potential funding source for the recommended programs through the Drinking Water State Revolving Fund (SRF).

SRF is funded in part by EPA grants stemming from the Safe Drinking Water Act and is administered by the FDEP to provide low-interest loans with rates proportionate to the economic wherewithal of the community (the terms currently average a generous 1.3% over 20-years). Since Crystal River is not an economically-disadvantaged community, we do not qualify for discounted assistance. However, Staff believes that the improvements proposed to be located within the areas of the city where the Median Household Income is less than state average may qualify for up to 85% loan principal forgiveness. Because of our significant water loss, and since the improvements directly relate to reducing water loss, Staff is hopeful that *all* of the contemplated improvements qualify for partial loan forgiveness.

In order for SRF officials to make a formal determination, a detailed loan application (complete with supportive documents), must be submitted for review. FRWA has offered the services of their team of professionals and, by way of consideration, has requested a contribution in the amount of \$19,500 (which is a fraction of the typical consultant fees). This amount also covers the preparation of plans and specifications, bidding assistance, and services through construction (which include the arduous task of demonstrating compliance with Federal "Buy American" and Bacon-Davis wage rates). See attached for a detailed scope of services. In short, FRWA proposes to assist with:

**Leak Detection:** With over 50-miles of water mains and service leads, leaks can be expected in our aging distribution system. Since minor leaks can go unnoticed for years and, due to our porous karst geography, even significant leaks may not reveal themselves at the surface, a difficulty exists in locating leaks.

Recognizing this, U.S. Water has consulted with a specialist who has offered to perform a demonstration project here in the city to showcase their advanced acoustical leak detection technology. Their system works by installing noise sensors throughout a given study area. The sensors collect data during low demand nighttime hours and, through GPS-based software, identify areas worthy of investigation by triangulating the sound waves of water movement.

Pinpointing for exploratory digging is accomplished by using a microphone to amplify the sound of a leak. If the product works as advertised, U.S. Water has offered to purchase the system at no cost to the City (which will allow them to offer this service to other customers) and begin implementation throughout our service area *at no charge to the City*.

Once existing leaks are discovered (or future main breaks occur), the installation of additional valves will allow crews to better isolate sections to minimize the number of customers affected by the shut-offs for repair. Since valve installation is expensive (and may also qualify for partial principle forgiveness), Staff recommends incorporating the installation of additional valves into the loan application proposal.

**Meter Replacements:** As meters age, they tend to run more slowly which results in inaccurate measurement. U.S. Water has flow tested random meters throughout the city and has concluded that under-reporting inaccuracies do in fact exist --- especially in the large commercial meters (where minor errors can add up significantly over time).

There are currently four methods available for water meter reading: manual read, touch read, Automatic Meter Reading (AMR), and Advanced Metering Infrastructure (AMI). Currently, most of the City's meters are read by touch (a rod tip is placed in contact with a sending unit located on top of the meter box) but some are still read by physically opening the box and hand recording the numbers off the registers. A meter reader drives to the 3,000+ meter locations each and every month to perform a read --- an inefficient approach that leaves a significant carbon footprint (fuel costs alone are approximately \$200 per month). Also, safety is a consideration --- be it dogs or biting critters lying in wait in the meter box. The fact that meter readers also have to traverse private property to read meters located in rear yards --- with fear of being mistaken for a trespasser --- is also disconcerting.

AMR uses 1990's drive-by radio technology that is being slowly phased out. AMI, on the other hand, is a state-of-the-art wireless system that offers an investment in the future.

AMI provides more tools for improved customer service, better registering of flow, and live leak detection including automatic notification for quick resolution. Data is automatically sent to a customer information system that provides a platform through which customers can accurately track their hourly water usage, pay their utility bill, etc. The City regularly has residents that have used a tremendous amount of water because of a leak or leaving a hose bibb open. This would greatly reduce these unexpected costs to residents.

AMI also helps identify irregularities and ensures that all customers are paying their fair share. It has the ability to send advance notification to a delinquent customer forewarning of shut-off date if payment is not received. Customer Service even has the ability to shut-off (or restore) water service right from the office thereby reducing conflict at the customer's home at the time of shutoff.

As water conservation continues to be a critical issue, giving customers a way to track their own usage helps them recognize the value of this limited resource and better appreciate the effect careless consumption has on their pocketbook. Typical projected payback periods for AMI are a short 5 - 7 years. However, since a possibility exists for partial principal forgiveness, our return period could be significantly shorter. With AMI systems having a lifecycle of 15 - 20 years, the investment will continue to reward for years to come.

**Lead Goosenecks:** Although the recent random sampling of household tap water did not reveal an indication of lead contamination in the water system, there is a possibility for the existence of lead goosenecks on some older sections of the distribution system. U.S. Water has identified possible connections that should be investigated for lead pipe. As a stand-alone task, uncovering each service tap is onerous but can be abated if performed in conjunction with a meter change out. Staff also recommends including this work in the funding request; FRWA will investigate an opportunity for a 100% EPA grant for the lead removal component.

**Staff Recommendation:** Approve the requested motion.

**Funding Information:**

Project Cost: \$ 19,500.00  
Funding Source: 403-43642-63000-18-09 (W&S CIP -- Meter Replacement Program)  
Amount Available: \$ 1,500,000.00

Finance Department Approval: Michelle K. Russell

**Approvals:**

  
Originating Department

  
City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Proposal from FRWA dated May 11, 2018

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

# FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813

(850) 668-2746

May 11, 2018

## BOARD of DIRECTORS

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EMAIL  
[frwa@frwa.net](mailto:frwa@frwa.net)

WEBSITE  
[www.frwa.net](http://www.frwa.net)

Mr. Beau Keene, Public Works Director  
City of Crystal River  
123 NW US Highway 19  
Crystal River FL 34428  
Phone: (352) 795-4216, ext. 313  
Email: [bkeene@crystalriverfl.org](mailto:bkeene@crystalriverfl.org)

Chris Saliba, Utility Manager  
US Water Services Corp.  
4939 Cross Bayou Blvd.  
New Port Richey FL 34652  
Cell: (813) 416-3992  
[csaliba@uswatercorp.net](mailto:csaliba@uswatercorp.net)

**Re: Lead Gooseneck Replacements, Water Meter AMI Replacements, and Isolation Valves, Design, Permitting, and State Revolving Fund Application City of Crystal River, Citrus Co., PWS: 6090317**

Dear Mr. Keene and Mr. Saliba:

It's a pleasure to discuss the possibility of a Lead Gooseneck Replacements, Water Meter AMI Replacements, and Isolation Valves, Permitting, and State Revolving Fund Application for the City of Crystal River.

The DWSRF has indicated that the Lead Gooseneck Replacements might be eligible for a new EPA Grant Program. We will explore this with the DWSRF.

**State Revolving Fund (SRF) Application Process** has (10) ten major steps. See the attached flow chart that shows the first (8) eight steps.

1. Request for Inclusion (RFI)
2. Preparing the Planning Documents (aka Facilities & Business Plans and forms)
3. Agency Reviews of Planning Documents
4. Environmental Information Document
5. Readiness-to-Proceed Requirements
6. Priority List Meeting
7. Loan/Grant Application
8. Loan Agreement
9. Construction Bidding and Award
10. Construction

Steps 3, 4 and 6 are handled by the Drinking Water State Revolving Fund personnel.

FRWA will assist with Steps 1, 2, 5 and 7 through 10.

## SRF Process Steps, Description, Scope of Work, and Contributions

Steps	Description	Scope of Work	Contribution to FRWA
1	Request for Inclusion (RFI)	<p>Once the City of Crystal River signs the agreement and provides the retainer, FRWA will start the SRF and Engineering work:</p> <ul style="list-style-type: none"> <li>▪ FRWA will evaluate the lead gooseneck locations, water meter AMI replacements, isolation valves &amp; water distribution system</li> <li>▪ Prepare project scope and cost budget for the DWSRF RFI</li> <li>▪ Perform site visits as needed</li> <li>▪ FRWA will prepare the Request for Inclusion (RFI), signed by Crystal River.</li> </ul>	\$500
2	Preparing the Planning Documents	<p>FRWA will prepare the Planning Documents and submit them to the DWSRF, these will include:</p> <ul style="list-style-type: none"> <li>▪ Facilities Plan, which is an engineering report which will outline the project, compare evaluation alternatives &amp; costs, describe environmental effects/benefits, etc.</li> <li>▪ Obtain quotes for a water meter AMI replacements and isolation valve installations - FRWA will assist Crystal River.</li> <li>▪ Public Participation Process with a notice in the newspaper. FRWA will prepare the notice. Crystal River will locate the venue, distribute the notice, etc.</li> <li>▪ Business Plan will be prepared by FRWA with Crystal River financial data to determine Financial Feasibility and evaluate dedicated revenues to repaying the loan, and existing/proposed user charge system.</li> <li>▪ Crystal River will send Complete / Audited Financial Records for the last 4-years</li> <li>▪ Crystal River then considers and passes the Adopting Resolution of the Planning Documents using a format supplied by FRWA / SRF</li> </ul>	\$2,000
3	Agency Reviews of Planning Documents	<b>SRF Staff</b> is responsible for the agency reviews (60 Day Review Period) with the State Clearing House and the US Fish and Wildlife	---
4	Environmental Information Document	<b>SRF Staff</b> is responsible for Environmental Information Documents and the 30 Day comment period. This typically run concurrently with Step 3.	---
5	Readiness-to-Proceed Requirements	<p><b>FRWA</b> will prepare the following documents for the DWSRF:</p> <ul style="list-style-type: none"> <li>▪ Biddable Engineering Drawings, Bid &amp; Contract Documents, and Technical Specifications ready for permitting and bidding (reviewed by Crystal River)</li> <li>▪ Submit permits to FDEP (signed by Crystal River)</li> <li>▪ Site Certification (signed by Crystal River)</li> </ul>	\$3,250
6	Priority List Meeting	<b>SRF Staff</b> is responsible for the Priority List Meeting (August 2018) and will send a written notification of the priority score, grant and loan percentages, etc.	---
7	Loan/Grant Application	<p>FRWA is responsible for preparing the Loan/Grant Application (signed by Crystal River)</p> <ul style="list-style-type: none"> <li>▪ Drinking Water State Revolving Fund and Florida Public Services Commission coordination and loan agreement process</li> </ul>	\$9,500

Steps	Description	Scope of Work	Contribution to FRWA
8	Loan Agreement	FRWA is responsible for preparing the Loan Agreement (signed by Crystal River). The most recent projects have been funded at 1.3% for 20-years.	\$500
9	Construction Bidding and Award	<p>FRWA will work with Crystal River to place the advertisement in the notice in the newspaper; open bids; evaluate them for lowest responsive bidder; recommend award, and execute the contract agreement.</p> <ul style="list-style-type: none"> <li>▪ Advertise for Bids</li> <li>▪ Review and recommend bids for award</li> <li>▪ Notice of Award</li> </ul>	\$250
10	Construction Technical Services during Construction	<p>FRWA will work with Crystal River to organize the Pre-Construction Meeting, issue the Notice to Proceed and provide services during construction.</p> <ul style="list-style-type: none"> <li>▪ Start Project Construction and hold preconstruction meeting</li> <li>▪ Notice to Proceed</li> <li>▪ FRWA will provide periodic inspection of the DWSRF work. <ul style="list-style-type: none"> <li>✓ Evaluate / approve contractor shop drawings, etc.</li> <li>✓ Provide interpretation the plans and specifications</li> <li>✓ Periodic onsite representative for observation of the work.</li> <li>✓ It is very important that Utility Staff also provide <i>daily inspection of work progress</i> and watch closely for substandard work. If any Utility Staff find or become aware of substandard work they should notify FRWA immediately so the work can be restored to acceptable conditions.</li> <li>✓ Provide Construction Management training.</li> <li>✓ Hold periodic Construction Conferences.</li> <li>✓ Review progress payments and final payments and make recommendations, the Utility will be responsible for approving payments.</li> <li>✓ All progress payments and final payments shall be subject to inspection and approval of up-to-date as-built drawings and receipt of warranties!</li> <li>✓ Review and approve Change Orders</li> </ul> </li> <li>▪ Tank inspection, cleaning, maintenance and repair work <ul style="list-style-type: none"> <li>✓ 5-year Tank Inspection and cleaning,</li> <li>✓ Complete the required maintenance,</li> <li>✓ Repaint the exterior,</li> <li>✓ Clean and coat the inside of the tank, and</li> <li>✓ Repair / replace the tank cradles</li> </ul> </li> <li>▪ Final Certification &amp; Closeout <ul style="list-style-type: none"> <li>✓ Punch Lists and Final / Partial Project Acceptance</li> <li>✓ Review contractor as-builts for Record Drawings</li> <li>✓ Final / Partial Certification(s)</li> </ul> </li> </ul>	\$3,500
<b>Total Contribution</b>			<b>\$19,500</b>

We are here to help you as a FRWA Membership benefit and we would ask that you provide a \$9,500 contribution to FRWA in aid of the Engineering Program and a \$10,000 contribution for SRF Application Administration as described above. A retainer of \$2,500 is kindly requested. Consultants often charge anywhere from \$30,000 to \$45,000 for this type of service, SRF funding assistance, engineering design, permitting, bidding, and construction assistance. If this project description is inaccurate please let us know by return mail – we want to clearly understand your project and expectations.

**Information required from Crystal River to get started on this project.**

1. **Sign the Attached Agreement.** Please sign the FRWA Specific Assistance Agreement below and return it to FRWA via fax (850) 893-4581, a retainer of \$2,500 is kindly requested. Because you have requested FRWA's Specific Assistance you should be willing to enter into this agreement and acknowledge that FRWA is non-profit membership association and this service is a membership benefit.
2. **Four-years of Audited Financial Records.** Please send Complete / Audited Financial Records for the last 4-years.
3. **Current Water Rates and Fee Schedule.** Please send the current water rates and fee schedule.
4. **Water Distribution System Maps.** Please provide a complete Water System Map – if you don't have a map please provide a street map or aerial photo showing location of existing Water Mains – We need the location of the existing water lines and sizes.
  - ✓ North arrow and scale
  - ✓ The approximate location of water lines (including line sizes, and pipe materials (PVC, galvanized steel pipe, etc.).
  - ✓ The approximate location of Lead Goosenecks.
  - ✓ The approximate location of Water Meters.
  - ✓ Donnie Morrison can assist with this if needed.

**Crystal River will provide the following during this project.**

1. Sign the Request for Inclusion (RFI) prepared by FRWA
2. Sign the Facilities Plan prepared by FRWA
3. Sign the Business Plan prepared by FRWA
4. Crystal River will locate the venue, distribute the notice, etc. for the Public Participation Process (July 1, 2018).
5. Crystal River then considers and adopts the Adopting Resolution of the Planning Documents.
6. Review and approve Engineering Drawings, Bid & Contract Documents, and Technical Specifications ready for permitting and bidding
7. Sign the permits for FDEP prepared by FRWA
8. Sign the Site Certification prepared by FRWA
9. Assist FRWA with the coordination and loan agreement process through the Drinking Water State Revolving Fund and Florida Public Services Commission
10. Crystal River to place the advertisement notice in the newspaper prepared by FRWA
11. Crystal River to sign the Notice of Award, and execute the contract agreement.
12. Attend the preconstruction meeting and sign the Notice to Proceed



13. Provide field inspection reporting. FRWA to provide field support through Circuit Riders.
  - a. It is very important that Utility Staff also provide daily inspection of work progress and watch closely for substandard work. If any Utility Staff find or become aware of substandard work they should notify FRWA immediately so the work can be restored to acceptable conditions.
  - b. FRWA will provide Construction Management training.
14. Approve the tank inspection, cleaning, maintenance and repair work
15. Review and sign progress payments and final payments
16. Complete operational performance of the project and close out the project
17. Sign the Final / Partial Certification(s)

**FRWA** will collect information about your Water Treatment Plant from the FDEP database:

1. **Monthly Operating Reports (MORs)** for the last 5-years. We will use the FDEP database to download a several years of MORs showing Average Daily Demand (ADD) and Maximum-Day Demands (MDD) -- quantities of finished water produced.
2. Most recent **Sanitary Survey**. We will use the FDEP database to download this inspection report.

**PRIORITIES.** We work on projects based on the following priorities: (1) First come, first served; (2) Readiness to proceed and completeness of data -- send all items listed above; (3) Need. Systems with regulatory compliance issues have priority. Economically challenged systems have priority - if you can hire a consulting firm, you are encouraged to do so. Community water systems, schools, churches, daycares, public facilities, etc. have priority over businesses; (4) Cooperation and appreciation for services; and (5) you must be a FRWA Member.

**OPTIONS FOR YOUR PROJECT:** As we described, you have several options to obtain the required Specific Assistance you need for your system:

1. You can always hire a consulting firm to do the work for you!
  - If you are able to hire a consulting firm we encourage you use them.
  - If you need immediate assistance and cannot wait for FRWA Engineers to get to your project.
2. You can ask FRWA to assist you as a membership benefit:
  - Make a **\$9,500 contribution** to FRWA in aid of the Engineering Program and a **\$10,000 contribution** for SRF Application Administration
  - You must **commit to collecting the data listed above**
  - You must be a **FRWA Member** and commit to long-term membership
  - We ask that you **be patient** – we have lots of work and few engineers
  - You agree to hold FRWA **harmless** for our assistance efforts (does not apply to cities, counties, and governmental entities)

Please sign the FRWA Specific Assistance Agreement attached and return it to us for our files. Because you have requested FRWA's Specific Assistance you should be willing to enter into this agreement and acknowledge that FRWA is non-profit membership association and this service is a membership benefit. FRWA is dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water.

Sincerely,



Sterling L. Carroll, P.E.  
FL PE # 46151  
State Engineer for FRWA

Copy: Jeffrey Lawson & Donnie Morrison, FRWA  
Andy Easton, Easton & Associates, SRF Application Administration

---

*Please review sign and return the acknowledgment below:*

### **FRWA Specific Assistance Agreement / Acknowledgment**

The **City of Crystal River** (hereafter referred to as "FRWA Member") requests FRWA's assistance and by doing so willingly and freely enters into this agreement for FRWA membership assistance with **Lead Gooseneck Replacements, Water Meter AMI Replacements, and Isolation Valves, Permitting and State Revolving Fund Application.**

The FRWA Member understands that FRWA Engineers have a heavy backlog of work, cannot immediately work on this project because they serve statewide needs, and are assisting members on a first come first served basis.

This agreement is made upon the express condition that the FRWA Member agrees to hold the Florida Rural Water Association, its agents and employees harmless for any loss, damage, expense, cost, or legal liability. **The FRWA Member understands it can hire a consulting firm to do the work at any time in lieu of making a \$9,500 contribution to FRWA in aid of the Engineering Program and a \$10,000 contribution for SRF Application Administration.**

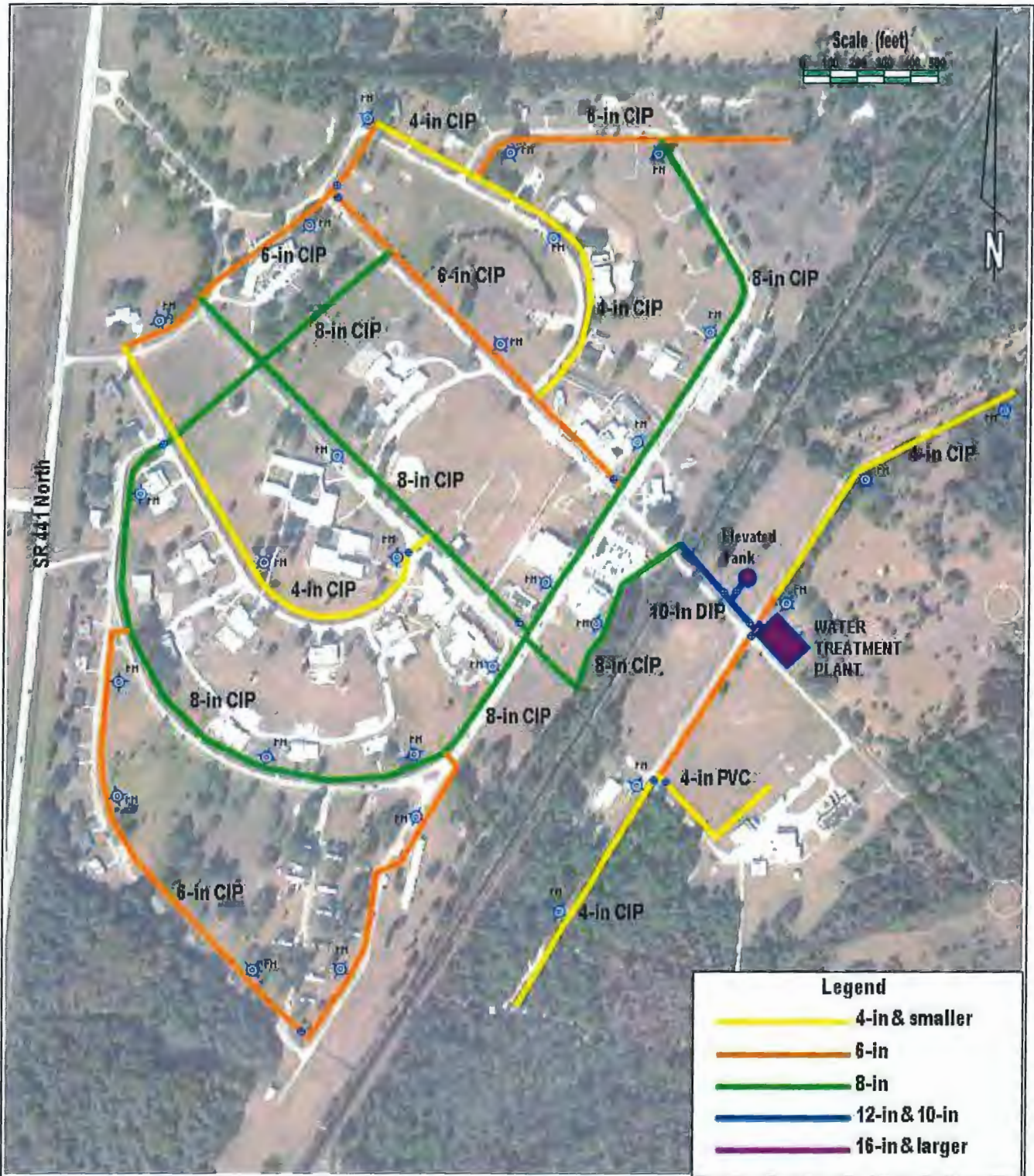
The FRWA Member acknowledges that FRWA is non-profit membership association dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water. Further the FRWA Member agrees to commit to gather the data, maps, and information about its own system; and recognizes the backlog of work and is willing to be patient until FRWA can get to its project; and appreciates this membership service.

The FRWA Member has the option to hire an engineering consultant at any time, if the project cannot wait for FRWA Engineers' availability – FRWA would be happy to provide a refund.

FRWA Member: City of Crystal River

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***Please RSVP by June 11, 2017! If you need more time for your decision-making process just let us know. We understand if you choose to proceed in another way and support you in that decision. We're always here to assist water and wastewater systems. Please drop a quick line to let us know or sign the agreement and return it to us. If we have not heard from you within 30-days we will assume that this offer has expired and remove your system off our list of utilities desiring FRWA engineering services.***



**Sample Water Distribution System Site Sketch**

*Use an aerial photo or street map and markup locations of water lines with highlighters. For example we use blue highlighter for water lines 12-inch and 10-inch diameter; green for 8-inch; orange for 6-inch; yellow for 4-inch and smaller; and pink for plants and tanks.*

**CRYSTAL RIVER CITY COUNCIL**

**Agenda Item Summary**

Meeting Date: May 29, 2018

Agenda Item Number: 9I

**Requested Motion:** Motion to approve the purchase of real property and due diligence costs for the property located at 148 NE 5<sup>th</sup> ST.; Crystal River, FL in the amount of \$110,085.00 and to authorize the City Manager to execute the closing documents after legal review.

**Summary:** On January 22, 2018 Council authorized Staff to move forward with negotiations for the purchase of the former Coast Guard Auxiliary site located at 148 NE 5<sup>th</sup> ST.; Crystal River, FL with the goal of securing it for the appraised value of \$105,000.00. The negotiations proved fruitful and the seller agreed to lower the asking price to this amount. According to the most-recent warranty deed, the legal description of the property is:

*Lots 13, 14, 15, 16, and 17, BARCO'S ADDITION TO CRYSTAL RIVER, according to plat thereof recorded in Plat Book 2, Page 2, of the public records of Citrus County, Florida, LESS AND EXCEPT any portion of said land deeded to the City of Crystal River, a municipal corporation under the laws of the State of Florida in Official Record Book 548, Page 2009, public records of Citrus County, Florida.*

As a precaution, Staff requested a Phase I Environmental Site Assessment, an asbestos survey, and a lead-based paint survey. These assessments were performed by Michael G. Czerwinski, P.A. in association with Universal Engineering Sciences, Inc. at a total cost of \$5,050.00 --- the abbreviated findings are as follows:

- 1) No evidence was found of Recognized Environmental Conditions with respect to past or current uses.
- 2) There is no evidence of potential PCB-containing equipment within the subject property.
- 3) No evidence was found to indicate the presence of obvious surface discharges (e.g. stained soil, aboveground or underground storage tanks, unusual odors, etc.).
- 4) Although evidence was discovered of two Solid Waste/Landfill Facilities and 18 leaking underground Storage Tank Facilities within the ASTM minimum search distances, the report concluded that the potential for contamination of the subject site as a result of these facilities appears to be low.
- 5) No actionable findings of lead-based paint.
- 6) Asbestos was discovered in the roof mastic of the smaller building but, due to the small size of the structure, the only duty to the owner is to advise a contractor of its presence prior to demolition.

The Seller will pay for title insurance and doc stamps. The total cost the to the City as reflected under "Project Cost" below is derived as: \$105,000.00 purchase price, \$10.00 to record the deed, \$25.00 fee to wire transfer the funds, and consultant's fee of \$5,050.00 for the environmental assessments. Note that the amount due at closing will reflect a credit for the deposit amount of \$500.00 which has already been paid.

Subject to approval of the motion, David Burnell will attend the closing to execute the legal documents as prepared by Fidelity Title Services, LLC; the closing is tentatively scheduled for June 1, 2018 at 1:00 P.M.

**Staff Recommendation:** Purchase strategic site for long-term development of Crystal Rivers Downtown area.

**Funding Information:**

Project Cost:	\$110,085.00
Funding Source:	301-31572-63017-16-08 (General Fund CIP – Creative Playground)
Amount Available:	\$260,000.00

**Finance Department Approval:**

*Michelle Burnell*

**Approvals:**

*[Signature]*  
Originating Department

*[Signature]*  
City Manager

*[Signature]*  
City Attorney (if applicable)

**Attachments:** HUD-1 Settlement Statement

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_

<b>A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT</b> <b>Fidelity Title Services, LLC</b> 217 N. Apopka Ave. Inverness, Florida 34450 (352) 726-9917 fax: (352) 726-5199	<b>B. TYPE OF LOAN</b> 1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FMHA    3. <input checked="" type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS. 6. File Number: <b>18-022900</b> 7. Loan Number: 8. Mortgage Ins. Case No.:
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*C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.*

D. Buyer:	City of Crystal River, Florida, a subdivision of the State of Florida 123 NW Highway 19 Crystal River, Florida 34428
E. Seller:	Citrus County Association for Retarded Citizens (CCAR, Inc), a Florida Not For Profit Corporation 5399 West Gulf to Lake Hwy Lecanto, Florida 34461
F. Lender:	
G. Property:	148 NE 5th St Crystal River, Citrus County, Florida 34429 AK#1075882 BARCOS ADD TO CRYSTAL RIVER PB 2 PG 2LOTS 13 TO 17 INCL
H. Settlement Agent:	Fidelity Title Services, LLC
Place of Settlement:	217 N. Apopka Ave., Inverness, Florida 34450 Citrus County
I. Settlement Date:	June 1, 2018

J. Summary of Buyer's Transaction	K. Summary of Seller's Transaction
<b>100. Gross Amount Due From Buyer:</b>	<b>400. Gross Amount Due To Seller:</b>
101. Contract Sales Price 105,000.00	401. Contract Sales Price 105,000.00
102. Personal Property	402. Personal Property
103. Settlement Charges to Buyer (line 1400) 35.00	403.
104. Construction LIP funds	404.
<b>Adjustments for Items Paid by Seller in Advance:</b>	<b>Adjustments for Items Paid by Seller in Advance:</b>
106. City / Town Taxes	406. City / Town Taxes
107. County / Parish Taxes	407. County / Parish Taxes
108. Assessments	408. Assessments
109.	409.
<b>120. Gross Amount Due from Buyer: 105,035.00</b>	<b>420. Gross Amount Due to Seller: 105,000.00</b>
<b>200. Amounts Paid by or in Behalf of Buyer:</b>	<b>500. Reductions in Amount Due to Seller:</b>
201. Deposit / Earnest Money 500.00	501. Excess Deposit (see instructions)
202. Principal Amount of New Loan	502. Settlement Charges to Seller (Line 1400) 1,485.00
203. Existing Loan(s)	503. Existing Loan(s)
204.	504. Payoff of First Mortgage
205.	505. Payoff of Second Mortgage
206.	506. Purchase Money Mortgage
<b>Adjustments for Items Unpaid by Seller:</b>	<b>Adjustments for Items Unpaid by Seller:</b>
210. City / Town Taxes	510. City / Town Taxes
211. County / Parish Taxes	511. County / Parish Taxes
212. Assessments	512. Assessments
<b>220. Total Paid by / for Buyer: 500.00</b>	<b>520. Total Reductions in Amount Due Seller: 1,485.00</b>
<b>300. Cash at Settlement from / to Buyer:</b>	<b>600. Cash at Settlement to / from Seller:</b>
301. Gross Amount due from Buyer (line 120) 105,035.00	601. Gross Amount due to Seller (line 420) 105,000.00
302. Less Amount Paid by/for Buyer (line 220) 500.00	602. Less Reductions Amount due Seller (line 520) 1,485.00
<b>303. Cash From Buyer: \$104,535.00</b>	<b>603. Cash To Seller: \$103,515.00</b>

L. Settlement Charges				Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
<b>700. Total Sales / Broker's Commission:</b>					
Based on Price \$105,000.00					
Division of Commission as follows					
701.					
702.					
703. Commission Paid at Settlement					
704. Broker Trans Action Fee					
<b>800. Items Payable in Connection with Loan:</b>					
801. Loan Origination Fee					
802. Loan Discount					
803. Appraisal Fee					
804. Credit Report					
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee					
807. Assumption Fee					
808. Flood Certification Fee					
809. Tax Service Fee					
810. Document Preparation Fee					
<b>900. Items Required by Lender to be Paid in Advance:</b>					
901. Daily interest charge from Jun 1, 2018					
902. Mortgage Insurance Premium					
903. Hazard Insurance Premium					
904. Flood Insurance Premium					
<b>1000. Reserves Deposited with Lender:</b>					
1001. Hazard Insurance					
1002. Mortgage Insurance					
1003. City Property Taxes					
1004. County Property Taxes					
1005. Annual Assessments					
<b>1100. Title Charges:</b>					
1101. Settlement or Closing Fee to Fidelity Title Services, LLC				25.00	75.00
1102. Abstract or Title Search to Fidelity National Title Insurance Company					75.00
1103. Title Examination					
1104. Title Insurance Binder					
1105. Document Preparation					
1106. Notary Fees					
1107. Attorney Fees					
(includes above item numbers:					
1108. Title Insurance to Fidelity Title Services, LLC					600.00
(includes above item numbers:					
1109. Lender's Coverage 0.00					
1110. Owner's Coverage 105,000.00 Risk Rate Premium: \$600.00					
1114. Courier Fee					
1115. Warehousing Fee					
<b>1200. Government Recording and Transfer Charges:</b>					
1201. Recording Fees: Deed 10.00 Mortgage 0.00 Releases 0.00				10.00	
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00					
1203. State Tax/Stamps: Deed 735.00 Mortgage 0.00					735.00
1204. Intangible Tax to Clerk of the Circuit Court, Citrus County					
1205. Notice of Termination					
1206. Notice of Commencement					
1207. Record Affidavit					
1208. Record Death Cert					
1209. Record No Est Tax Due					
<b>1300. Additional Settlement Charges:</b>					
1301. Survey					
1302. Pest Inspection					
1303.					
1304.					
<b>1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)</b>				<b>\$35.00</b>	<b>\$1,485.00</b>

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 SETTLEMENT STATEMENT  
**Fidelity Title Services, LLC**  
 217 N. Apopka Ave.  
 Inverness, Florida 34450  
 (352) 726-9917 fax: (352) 726-5199

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

	City of Crystal River, Florida		Citrus County Association for Retarded Citizens (CCAR, Inc)
Buyer:	_____	Seller:	_____
	David Burnell, City Manager		David Detmer, President
	_____		_____
	Address		Address

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law. FIDELITY 18-022900

Settlement Agent: \_\_\_\_\_  
 JENNIFER C. DUCA

Date: June 1, 2018

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 28, 2018

Agenda Item Number: 9J

**Information Only:** Notice that demolition phase of abatement process for a property that incurred damage caused by Hurricane Hermine has now commenced.

**Summary:** The City has entered the demolition phase of the abatement process of homes damaged by Hurricane Hermine that remain under private ownership upon issuance of appropriate notification to affected owners. The demolition phase is a single step in a legal process authorized through "Abatement of Dangerous Buildings, Sec. 6-167- the 1997 Uniform Code for the Abatement of Dangerous Buildings". The first residence is located at 1451 NW 19<sup>th</sup> Street, Crystal River which sustained severe water damage due to the elevation of the structure and damaged roof conditions, making this residence uninhabitable and beyond the 50% damage threshold. Once costs are incurred for removal of the building, the City will record a lien for the documented cost. The owner has been in direct communication with the Building Department and is not protesting the demolition order, although there is an appeals mechanism in place through an established Housing and Unsafe Structures Appeals Board Abatement Board.

The City has budgeted funds for demolition of abated buildings for 2018 which will cover the cost being incurred for this project. Staff has brought this project forward to a public meeting to inform the general public this process is now underway and efforts to cleanup damages from Hermine not covered by insurance or private financing will be ongoing until the inventory of buildings has been completed.

City Staff is currently working with consultants via Main Street, Citrus County and direct legal services to develop special taxing district for expenses related to demolition of unsafe building and/or damage beyond the 50% when the building is nonconforming. These additional steps should improve the opportunity for reimbursement of costs associated with abatement of dangerous buildings.

Removal of structures damaged to this degree is essential to maintaining safe neighborhoods and property values it. However, such efforts moving forward are not solely for hurricane damaged homes, as there is also the need to deal with vacant homes that clearly qualify for abatement.

Costs associated with this abatement is \$7,951.00 for demolition and removal, \$650.00 for pest management for a total of \$8,201.00

**Staff Recommendation:**

**Funding Information:**

Project Cost:	\$8,201.00
Funding Source:	001-01529-49070 (Code Enforcement- Code Compliance Services)
Amount Available:	\$10,000.00

**Finance Department Approval:** \_\_\_\_\_

**Approvals:**

\_\_\_\_\_  
Originating Department

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Quotes and Notice and Order of Building Official

**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_



**CITY OF CRYSTAL RIVER, FLORIDA**  
**NOTICE AND ORDER OF BUILDING OFFICIAL**

Petitioner(s): Timothy C. Edge  
Street Address of structure: 1451 NW 19<sup>th</sup> Street, Crystal River, FL

**NOTICE**

The **NOTICE AND ORDER** is in accordance with the City of Crystal River Code of Ordinances, Chapter 6 Buildings, Article XIV – Abatement of Dangerous Buildings, Sec. 6-167 - The 1997 Uniform Code for the Abatement of Dangerous Buildings.

The Building Official for the City of Crystal River has found the structure located at 1451 NW 19<sup>th</sup> Street, Crystal River, FL, to be *dangerous* under the provisions of Section 302 of the Abatement of Dangerous Buildings. On September 2, 2016, Hurricane Hermine brought 3' of flood waters into the structure for duration of an estimated 8 hours. On April 11, 2017 a letter was submitted to Timothy & Diana Edge notifying them that the structure exceeded the 50% threshold for repair. The Substantial Damage Determination was made based on affidavits from both the Owner and Contractor attesting to the damage.

The following sections of the Abatement of Dangerous Buildings have been violated *therefor rendering the structure as "dangerous"*, specifically as follows:

*Section 302(4): Whenever any portion thereof has been damaged by fire, earthquake, wind, and flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.*

*Section 302(5): Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property. Section 302(6): Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in placed so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.*

*Section 302(8): Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.*

*Section 302(9): Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.*

*Section 302(12): Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children;*

*(ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.*

*Section 302(13): Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.*

*Section 302(18): Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.*

In accordance with the City of Crystal River Code of Ordinances, Chapter 6 Buildings, Article XIV – Abatement of Dangerous Buildings, Sec. 6-167 - The 1997 Uniform Code for the Abatement of Dangerous Buildings, Sections 302(4); 302(5); 302(6); 302(8); 302(9); 302(12); 302(13); and 302(18) described above, the Building Official for the City of Crystal River, Florida issues the following order:

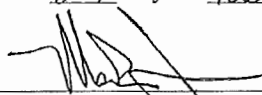
**ORDERED:**

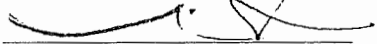
The Building Official has determined that the structure as shown on Exhibit “A” attached hereto be repaired in accordance with the current State Building Code and that the site plan be in accordance with the City of Crystal River Land Development Codes and that all required permits be secured therefor and the work physically commenced within such time not to exceed 60 days from the date of this order.

If at the option of the owner the building is to be demolished, the demolition permit must be obtained 60 days from the date of this order.

Any persons having any record title or legal interest in this structure may appeal from the Notice and Order or any action of the Building Official to the Board of Appeals, provided the appeal is made in writing and file with the Building Official within 30 days from the date of service of such Notice and Order; and failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

DONE AND ORDERED this 27<sup>th</sup> day of February, 2018, in Crystal River, Citrus County, Florida.

  
\_\_\_\_\_  
Mark Jones, Building Official  
City of Crystal River, Florida

Attest:   
\_\_\_\_\_  
Mia Fink, City Clerk



*EXHIBIT A*

Lots 18 and 19 Block 3, Woodland Estates, Unit 1, according to Plat thereof as recorded in Plat Book 3, Page 48, of the Public Records of Citrus County, Florida.



ALL AROUND TRACTOR LLC

PO BOX 1597  
CRYSTAL RIVER FL 34423  
352-795-5755  
352-795-2128 Fax

# Estimate

Date	Estimate #
5/14/2018	569

Name / Address
City Of Crystal River 123 Nw Hwy 19 Crystal River, Fl 34428 1451 Nw 19th St

Project

Description	Total
Demolition Of House, Slab, Driveway, & Above Ground Pool Includes Permit	9,500.00
Thank You for Considering All Around Tractor	<b>Total</b> \$9,500.00

**Brown Dumas**

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**From:** 3526340559@vtext.com  
**Sent:** Monday, May 14, 2018 2:55 PM  
**To:** Brown Dumas  
**Subject:** Demo = \$11,750 No sod

Demo = \$11,750  
No sod

*Bid sent by  
Chuck Daly - Daly & Zick  
Friday 5/11/18 at 4:48 PM  
to Brown Dumas Roll Phone*

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

Meeting Date: May 28, 2018

Agenda Item Number: 9K

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**Requested Motion:** Motion to delegate a City Council Member to the Three Sisters Coordination Committee.

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**Summary:** Based on the proposed contract a Coordination Committee will have input on conceptual phases in development of Three Sister Springs Refuge Property. Present proposal has the Refuge Manager, City Manager, a Council Member, and a resident of Crystal River represented on the committee. Southwest Florida Water Management District has advised the Refuge Manager that they did not want to participate.

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**Staff Recommendation:** NA

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**Funding Information:**

Project Cost: NA

Funding Source:


Amount Available:

**Finance Department Approval:** \_\_\_\_\_

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**Approvals:**

\_\_\_\_\_  
Originating Department

  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney (if applicable)

**Attachments:** Emails related to development of committee

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**Council Action:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Deferred \_\_\_\_\_ Other \_\_\_\_\_