

City of Crystal River



Agenda Packet
for
Regular Council Meeting
Monday, January 22nd, 2018
7:00 p.m.



Agenda
Crystal River City Council
Regular Council Meeting
Monday, January 22nd, 2018 @ 7:00 p.m.
Council Chamber, City Hall

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

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

NOTICE TO PUBLIC

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

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

GENERAL MEETING PROCEDURES

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

1. CALL TO ORDER

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

2. ADOPTION OF AGENDA

3. PRESENTATIONS

- A. State of the City Address.....Mayor Farley

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- A. Motion to approve minutes from the Regular City Council meeting held January 8, 2018
- B. Monthly Departmental Report Summary for the month of December
- C. Motion to appoint Gregory Acker to Planning Commission Alternate Seat No. 2

6. PUBLIC INPUT

(Time Limit of Three Minutes)

7. PUBLIC HEARING

8. CITY ATTORNEY

9. CITY MANAGER

- A. Consideration of motion to approve waiver of administrative fees associated with Phase 1 funding for the Kings Bay Restoration Project completed by Save Crystal River, Inc.
- B. Motion to authorize city staff to negotiate purchase of Key Center Property on 148 NE 5th Street

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

City of Crystal River



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



**Minutes of the
Crystal River City Council
Regular Council Meeting
Monday, January 8th, 2017 @ 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 Fitzpatrick Council member Brown, Council member Gudis, Council member Holmes.

Council Absent: None

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

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

Mayor Farley recognized County Commissioner Jeff Kinnard.

2. ADOPTION OF AGENDA

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

3. PRESENTATIONS

A. Margot Register Remembrance Day.....Detective Corey Sharpe, CCSO
Mayor Farley presented the proclamation to Detective Corey Sharpe, who briefly discussed the unsolved case.

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes from the Regular City Council meeting held December 11, 2017

B. Motion to amend the existing "Agreement to Lease Vehicles or Equipment" between the City of Crystal River and U.S. Water to add a 2011 Ford Ranger pickup (Vehicle ID 198) and to remove a 2001 Dodge 1500 pickup (Vehicle ID 760)

Background: Agenda sheet Requested Motion: Motion to amend the existing "Agreement to Lease Vehicles or Equipment" between the City of Crystal River and U.S. Water to add a 2011 Ford Ranger pickup (Vehicle ID 198) and to remove a 2001 Dodge 1500 pickup (Vehicle ID 760).

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".

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 into the agreement.

As a matter of housekeeping, it is necessary to add the 2011 Ford Ranger which is currently being used by U.S. Water for meter reading --- a duty that was being performed by the City at the time the lease agreement was created.

The 2001 Dodge 1500 pickup to be removed has been placed out of service due to cost to repair.

Staff Recommendation: Staff recommends amending the existing “Agreement to Lease Vehicles or Equipment” between the City of Crystal River and U.S. Water to add a 2011 Ford Ranger pickup (Vehicle ID 198) and to remove a 2001 Dodge 1500 pickup (Vehicle ID 760). End of Agenda Sheet]

Vice Mayor Brown noted that the Martin Luther King Jr. Day parade line-up began at 10 a.m. (agenda memo excerpt read 9:00 a.m.)

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

6. PUBLIC INPUT

(Time Limit of Three Minutes)

Steve Lamb–900 SW Kings Bay Dr- Expressed concern regarding the administrative fees associated with an FDEP grant for funding of the Save Crystal River Kings Bay Pilot Project. City Manager Burnell provided clarification, noting contract provisions and an option for Council to waive. City Attorney Angeliadis recommended inclusion on an upcoming agenda for consideration.

Tom Gotterup- 6083 W Fairhope Court- Discussed guests scheduled to speak at the upcoming Friends of the Crystal River National Wildlife Refuge annual meeting, and an upcoming filming session scheduled.

Peter Thibado- Commented on potential waiver of administrative fees for Save Crystal River.

Sandy Engiles- Crystal River Water Sports- Spoke in opposition of adoption of local manatee protection ordinance and no-touch policy, spoke in favor of passive observation and collaborative enforcement efforts with agencies currently responsible for manatee protection, noting concerns including economic impact.

Dallas King- N. Banyon Pt- Fun 2 Dive- Concurred with Ms. Engiles’ comments.

Mike Engiles- Crystal River Water Sports-President of META-Commented on item 9B, offering to work with city to identify solutions, noting a decrease in SUP holders, recommending bay wide focus for any manatee protection efforts, and noting the existence of manatee protection laws.

Pat Rose- Save the Manatee Club- Spoke in favor of passive observation, the Guardian Guides program, and bay wide focus, noting a threat to the swim-with program.

City Attorney Angeliadis noted that item 9B was not a public hearing.

Josh Wooten- Executive Director – Citrus County Chamber of Commerce- Commented on Chamber involvement and importance of the swim-with program, recommending a community working group. Also commented on the upcoming Manatee Festival Event and some of the attractions included.

7. PUBLIC HEARING

A. Motion to adopt Ordinance No. 17-O-17 changing the zoning for the Port Paradise Hotel from CW to PUD and approving the PUD Master Plan on Final Reading, subject to entering into a Developer's Agreement prior to issuance of a Development Permit. **QUASI-JUDICIAL**

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

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER, FLORIDA, CHANGING THE ZONING ON PROPERTIES OWNED BY PORT PARADISE HOTEL LLC (7.28 ACRES MOL), PARCEL #17E18S280070 IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER FROM COMMERCIAL WATERFRONT (CW) TO PLANNED UNIT DEVELOPMENT (PUD) AS DESCRIBED IN SECTION 3; ADOPTING THE MASTER PLAN FOR A PLANNED THREE PHASE DEVELOPMENT WHICH INCLUDES A 75-ROOM HOTEL; 35 UNIT VILLA AND RESTAURANT; INCREASING THE BUILDING HEIGHT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Farley called for disclosure of any conflicts of interest or ex parte communications:

There were none.

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

Background: [Agenda Sheet] **Requested Motion: Motion to adopt Ordinance No. 17-O-17 changing the zoning for the Port Paradise Hotel from CW to PUD and approving the PUD Master Plan on Final Reading, subject to entering into a Developer's Agreement prior to issuance of a Development Permit.**

Summary: Port Paradise Hotel has presented the City with a PUD Rezoning Application for the redevelopment of the existing Port Hotel Property. This project will consist of a 5-story 75 room hotel with parking below; a 5-story 35 room Hotel Villas with kitchen facilities, laundry and parking below; a restaurant /outdoor dining area with a total seating capacity of 216; the existing Tiki Bar & Observation deck (presently closed) that will be reconstructed under the 50% rule for development under the flood plain; existing boat ramp will remain in place and boat slips not to exceed 45 slips; remodeled pavilion; a new tennis court facility and hotel swimming pool, spa and equipment building.

Attached along with the Ordinance is a letter from Kimley Horn dated January 3, 2018 that recommends approval of the rezoning with conditions identified in a Developer's Agreement to be executed prior to issuance of a Building Structure Permit. These conditions are listed in the attached letter from Kimley Horn. Richard Busche with Kimley-Horn and Associates is available to address any additional questions or concerns.

Staff Recommendation: This PUD project is a substantial capital investment within the City, its change in the skyline character of Kings Bay, this has been publically vetted. Staff has observed during the public process, a majority of people active in the discussion see this as a positive project. Staff also believes the Ordinance 17-O17 adequately protects City interests. Staff supports approval. End of Agenda Sheet]

Expert Witnesses: There were none.

Staff Presentation: There was none.

Applicant's Presentation: There was none.

Public Hearing:

Pat Rose- Save the Manatee Club- Spoke in favor of the project and redevelopment.

Josh Wooten- Executive Director- Citrus County Chamber of Commerce- Spoke in favor of the project, noting his public sector experience and both environmental and economic benefits.

Application and staff report were accepted into the record.

Motion to adopt Ordinance No. 17-O-17 changing the zoning for the Port Paradise Hotel from CW to PUD and approving the PUD Master Plan on Final Reading, subject to entering into a Developer's Agreement prior to issuance of a Development Permit was made by Council member Fitzpatrick; seconded by Council member Holmes. Motion carried unanimously on a roll call vote.

8. CITY ATTORNEY

9. CITY MANAGER

A. Motion to adopt Resolution No. 18-R-12 designating SE 8th Ave. between SE Governors Blvd. and 250' east of US-19 as an approved street for golf cart use; mandating a posted speed limit reduction to 25 MPH on SE 8th Ave. between SE Governors Blvd. and US-19; and modifying the golf cart registration procedure to eliminate the inspection requirement

Background: [Agenda Sheet Requested Motion: Motion to adopt Resolution No. 18-R-12 designating SE 8th Ave. between SE Governors Blvd. and 250' east of US-19 as an approved street for golf cart use; mandating a posted speed limit reduction to 25 MPH on SE 8th Ave. between SE Governors Blvd. and US-19; and modifying the golf cart registration procedure to eliminate the inspection requirement.

Summary: On October 9, 2017 Council approved certain streets for golf cart use. Based on the Kimley-Horn engineering study, SE 8th Ave. south of SE 5th Terr. was not approved for cart use. The pertinent section of the report reads:

"SE 8th Avenue, south (of) SE 5th Terrace has a posted speed limit of 35 mph. Based on the data collection, the 85th percentile speed is 49 mph. There are limited residential uses accessing the roadway south of SE 5th Terrace. There is also a sharp curve in the roadway near the Sweetbay shopping center. This roadway is not appropriate for golf cart use, and golf carts should be restricted from using it." (Note: the 85th percentile speed was actually 45 MPH as correctly referenced in other sections of the report.)

Staff was subsequently asked to revisit the section of this roadway that would allow the residents of Crystal River Village to use golf carts to access the nearby shopping center. During the analysis, Staff noted that the traffic speed data reflected in the report was obtained on the wide, straight section of SE 8th Ave. *north* of Crystal River Village. This part of SE 8th Ave offers no side friction allowing for more driver confidence and proportionately higher speeds.

For comparative purposes, Staff obtained speed data on the section of SE 8th Ave *south* of the entrance to Crystal River Village (whose entry road is named “SE Governors Blvd.”). The findings of the 12/13/17 data collection effort by National Data & Surveying Services are: 85th percentile = 38 MPH; average = 33 MPH.

These speeds are significantly lower and are comparable to the study’s findings on Three Sisters Springs Trail (TSST). Through the implementation of a speed limit reduction, that roadway was deemed suitable for golf cart use and ultimately approved as such by Council. Since the traffic volumes on SE 8th Ave. are actually lower than on TSST, speed zoning down to 25 MPH should mitigate any speed concerns. With regard to the “sharp curve in the roadway”, recognize there is an existing 15 MPH advisory speed plate coming into the ess curve from the north. For these reasons, Staff considers the section of SE 8th Ave. between SE Governors Blvd. and 250’ east of US-19 suitable for golf cart uses provided the posted speed limit is reduced to 25 MPH.

Finally, the City’s current golf cart registration process was created in 2012 and includes an inspection requirement to ensure that carts are equipped with efficient brakes, reliable steering, safe tires, etc. These terms are *very* subjective and may lead to unnecessary exposure to liability. Florida hasn’t required motor vehicle inspections in four decades and local governments are under no statutory obligation to perform inspections on golf carts. In fact, neither Citrus County nor *The Villages* have an inspection requirement. For these reasons, Staff recommends eliminating the inspection requirement from the registration process.

Staff Recommendation: If City Council desires to authorize golf cart usage on SE 8th Ave. between SE Governors Blvd. and 250’ east of US-19, Staff recommends the adoption of Resolution No. 18-R-12. Staff also recommends eliminating the inspection requirement in the golf cart registration procedure.

End of Agenda Sheet]

City Manager Burnell provided a brief overview of the item and City Attorney Angeliadis noted a statute that covers requirements. Mayor Farley reminded staff to update code to eliminate inspection requirement if necessary.

Motion to adopt Resolution No. 18-R-12 designating SE 8th Ave. between SE Governors Blvd. and 250’ east of US-19 as an approved street for golf cart use; mandating a posted speed limit reduction to 25 MPH on SE 8th Ave. between SE Governors Blvd. and US-19; and modifying the golf cart registration procedure to eliminate the inspection requirement was made by Council member Gudis. Council member Gudis added a friendly amendment to the motion to include a moratorium on any current golf cart registration requirements. Motion seconded by Council member Fitzpatrick. Motion carried unanimously.

B. Discussion on consideration of development of city ordinances related to protection of the West Indian Manatee

Background: [Agenda Sheet **Requested Motion: None Required. Discussion on consideration of development of city ordinances related to protection of the West Indian Manatee.**

Summary: City Staff has been asked to present information and facilitate discussion on what steps the City could take to further protect the West Indian Manatee, as well as the economic benefit the City sees from tourism related to the swim-with program. Discussion regarding City involvement in manatee protection has arisen due to the increase in manatee tourism activity coupled with the lack of USFWS enforcement ability outside of the refuge boundaries.

Over the past two years the City has promoted education and monitoring by a full-time, on-the-water City employee, which has been successful to a degree, especially with visitors and new captains. This year the

City has added a part-time Sheriff's Office position to support on-water issues, but aside from education, there is no legal process for dealing with manatee harassment outside of refuge boundaries.

The question is: 'Should the City supplement protections for the manatee in municipal waters through the adoption of local ordinances?' Discussion should also include consideration of a "no-touch" policy, with time allotted for public input on addressing manatee harassment issues within municipal waters.

Information from Federal Register: 50 CFR Part 17

Take, as defined by section 3(19) of ESA, means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect or to attempt to engage in any such conduct. Harm is further defined by regulation at 50 CFR 17.3 to mean an act which actually kills or injures wildlife. Harass is also defined by regulation to mean any intentional or negligent act or omission which creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavioral patterns, which include, but are not limited to, breeding feeding or sheltering (50 CFR 17.3).

The collection of dead animals or parts thereof; the restrain or detention of a marine mammal, no matter how temporary; the restraint or detention of a marine mammal, no matter how temporary; tagging a marine mammal; or the negligent or intentional operation of an aircraft or vessel, or the doing of any other negligent or intentional act which results in the disturbing or molesting of a marine mammal (50 CFR 18.3) under the Marine Mammal Protection Act. Harassment is defined to include any act of pursuit, torment, or annoyance, which has the potential to injure a marine mammal or marine mammal stock in the wild; or has the potential to disturb a marine mammal or marine mammal stock in the wild by causing disruption of behavioral patterns, including, but not limited to, migration, breathing, nursing, breeding, feeding or sheltering. All takings, including harassment, are prohibited.

Manatee refuge is defined as an area in which the Director has determined that: (1) Certain waterborne activities would take one or more manatees; or (2) certain waterborne activities must be restricted to prevent the take of one or more manatees, including but not limited to taking by harassment. A manatee sanctuary is an area where it has been determined that any waterborne activity would result in the taking of one or more manatees, including but not limited to a taking by harassment.

USFWS limits its activity to only extreme situations which include death, injury and blatant abuse of a manatee. USFWS efforts are also focused on the refuge areas, which do not include most canals and Hunter's Cove where at times numerous manatee use as temporary shelter.

Staff Recommendation: The continued increase in manatee population and tourism are changing the dynamic of Kings Bay. Staff supports this proactive discussion on manatee protection.

End of Agenda Sheet]

Mayor Farley introduced the item, noting that it was not a public hearing. Motion to invoke a formal session was made by Vice Mayor Brown; seconded by Council member Fitzpatrick. Motion carried unanimously.

Mayor Farley noted the increase in tourism and complaints regarding interactions with manatees in the bay.

Council member Holmes outlined reasons he was not in favor of development of a manatee protection ordinance including a lack of city enforcement capability, lack of discussion with community partners and liability issues, noting a desire to work with organizations utilizing the Guardian Guides program.

Vice Mayor Brown spoke in favor of education over enforcement, noting a lack of city enforcement capability, existing rules in place and community cooperation to deal with existing issues.

Council member Fitzpatrick commented on enforcement and traffic issues, and the need for discussion with community partners and increased awareness.

Mayor Farley noted the desire to hold a discussion.

Council member Gudis spoke on the need to work with community partners to determine a reasonable way to educate people.

Mayor Farley noted some of the violations observed including feeding and baiting.

Council member Holmes discussed videos being shared, manatee behavior and the need to promote the Guardian Guide program and a community working group.

Council member Brown requested guides be mindful of mothers with calves.

Dave Perry- Hunter Springs Kayaks- META- Discussed addressing manatee interaction issues through existing groups and an education campaign, noting industry improvements.

Helen Spivey- 5604 Riverside Dr., Yankeetown- Discussed the history of the Three Sisters Springs property, efforts to address noise and crowding issues, and neighborhood impact.

Jack Huegel- 743 SE 1st Court- Spoke in opposition of establishment of additional rules, and in favor of enforcement of existing rules, a fact-based approach and a community working group, noting importance of manatee protection.

Mike Dunn- 1223 N Circle Drive- Spoke in favor of educational efforts to address issues related to manatee interaction, expressed concerns with unguided interactions, and discussed economic benefits related to the guide industry.

Tom Gotterup- 6083 W. Fairhope Court- Agreed with previous comments opposing creation of additional, unenforceable laws, spoke in favor of educational approach, enforcement of existing rules and establishment of a working group, and expressed concern with unguided manatee interactions.

Peter Thibado-Crystal River- Spoke in favor of educational approach to manatee and waterway protection, as well as licensing to gain control.

Mike Engiles-Crystal River Watersports- Clarified that SUPs are only required when operating commercial tours in federal areas and in-water guides are only required in specific areas.

Pat Rose-Save the Manatee Club- Discussed building upon existing Guardian Guide Program to facilitate behavior changes, clarifying that “no-touch” does allow manatees to touch humans.

Jim Vilades- Biologist- USFWS Discussed experience working with manatee and swim-with issues, positive aspects of appropriate manatee interactions, purpose of sanctuary and refuge

creation, including promotion of manatee education, outreach and enforcement and a need for continued dialogue.

Captain Robert Clements- Crystal River Watersports-Spoke in favor of allowing existing enforcement entities, including CCSO, USFWS and FWC, to address issues and concerns.

Council discussion was held regarding issues with enforcement capabilities, including staffing and jurisdictional boundaries, and city efforts to expand capacity of existing enforcement entities.

Crick Van- Law Enforcement Officer- USFWS- Discussed USFWS authority over manatees through endangered species act, noting the large jurisdiction to cover and initiation of training program with guides.

Captain Ed- Plantation Marina- Commented on effectiveness of existing regulations and enforcement efforts, expressed concerns with unguided swimmers and spoke in favor of educational efforts, noting the role of guides in working to address those issues.

Tim Royce- Pine Ridge- Commented on the importance of signage to ensure public awareness of existing regulations, boundaries, and expectations, noting the timing of promotional efforts to generate manatee tourism.

Captain Stacy-Crystal River- Commented on utilization of the Manatee Manners videos, and the responsibility to guide visitors through manatee interactions.

Council member Gudis inquires about manatee manners.

Captain Ron Ross- Gulf Coast Expeditions- Spoke in favor of guided interpretations.

Mayor Farley commented on the need for a stakeholder group.

Council member Gudis requested an item regarding the intersection of Highway 19 and Highway 44.

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*
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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

Requested allowing staff to provide Council with information on items not included on the agenda prior to moving forward with Council discussion.

14. PUBLIC INPUT

(Five Minute Time Limit)

Tracy Colson-Crystal River- Discussed videos sent depicting inappropriate manatee interactions, expressed concerns regarding parties responsible for manatee harassment, noting prohibitions added in 2012, the need for greater educational efforts by enforcement entities and a past Waterfronts Advisory Board recommendation.

Jack Huegel- 743 SE 1st Court- Commented on previous statements noting USFWS responsibility in addressing those issues, and compliance issues with in the Three Sisters Springs Refuge.

Pat Rose- Save the Manatee- Spoke in support of Ms. Colson's previous comments, and discussed enforcement issues related to a lack of prosecution efforts, and inviting the City to join community partners in addressing those issues.

Tim Royce- Pine Ridge- Discussed local refuge regulations, docile nature of manatees and need to inform the public of regulations.

Joyce Palmer-Refuge Manager- USFWS- Discussed USFWS ongoing challenges in addressing manatee protection issues and past discussions regarding a no-touch policy, buffer, safety and enforcement issues. Spoke in favor of a working group, commented on enforcement issues (perception vs. fact), USFWS mission of education and outreach, and role of the CCP process. The self certification program for unguided tourists was also discussed.

She also addressed Council questions regarding the manatee rescue process.

Council member Brown spoke on the need for USFWS or FWC to take the lead in facilitating a community working group.

Dr. Desai-Crystal River- Commented on Port Paradise PUD approval and manatee education center.

Charlie Slider- Manatee Tour and Dive- META- Spoke about Guardian Guides program and issues with unguided manatee interactions and rental boats, noting the need for education and enforcement efforts.

15. ADJOURNMENT

Mayor Farley adjourned the meeting at 9:18 pm

City of Crystal River



DEPARTMENTAL MONTHLY REPORTS SUMMARY

December 2017



Departmental Monthly Reports Summary

FINANCE DEPARTMENT: No report submitted.

CLERK'S OFFICE:

During the month of December Clerk's Office staff attended and prepared minutes for 3 meetings, handled 10 public records requests, handled 3 cemetery plot purchase/transfer requests, prepared and filed 1 liens, prepared and filed 6 release of liens, and prepared 3 agendas and 8 agenda items, performed 18 notarizations, and the Clerk's office facilitated 1 bid opening. Clerk's office staff continued coordination of FEMA documentation for FEMA reimbursement.

FIRE DEPARTMENT:

CRFD responded to 47 calls during the month of December, with 10 calls being canceled. There were 42 calls in city 7 of which were canceled, 5 outside of city calls 3 of which were canceled. Total water usage for the period was approximately 2,700 gallons.

PLANNING & DEVELOPMENT SERVICES:

Planning Department reviewed site plans for Ag-Pro, continued to receive substantial damage information for properties, and working on the 911 addressing to correct inaccurate information.

Gulfport Plaza lost the front façade and the Plaza was put on notice that no business licenses would be issued for the plaza until the plaza is brought up to code and inspections have been made on each of the units in the plaza. The plaza has also had sewer back up issues that need to be addressed.

PERMITTING & INSPECTIONS:

During the month of December there were 23 permits issued for a total of \$5,370.00. There were a total of 69 inspections which 64 were building inspections, and 5 were a final fire inspection and 0 fire plan reviews

PUBLIC WORKS:

Parks: Hunter Springs Park overflowing parking construction is proceeding.

Personnel: Nothing new report.

Facilities: Nothing new report.

Public Water: About 60% of the fire hydrant repainting is complete and chlorine gas safety valves have been added to the water treatment plant.

Public Sewer: US Water began installing additional OmniSite lift station callout devices which were mostly placed in the Woodland Estates area.

Solid waste: In the normal ranges.

CRA: Work on the Riverwalk continued with delivery of light poles being made in lots.

Roads: Road resurfacing projects for FY2017 have been completed for the most part with asphalt removal, swale grading and sodding on NE 3rd Avenue remaining.

Drainage: Nothing new report.

Grant Projects: Staff is seeking reimbursement from SWFWMD for the Best Management Practices feasibility study. Indian Waters Phase I sewer expansion sanitary sewer master planning project continued and staff received notification that the City's application for funding for standby pumps and generators through FEMA Hazard Mitigation Grant Program was approved.

SPECIAL EVENTS:

Grinchmas was held during the month of December with record numbers attending. Staff estimates between 6,000 - 7,000 people in attendance. Movie in the park was held December 22nd and staff is planning to continue Movie in the Park in 2018.

WATERFRONTS AND COMMUNITY SERVICES:

Parks Enforcement

1. A local vendor was using kayak launch at Hunter Springs Park to allow their guests to unload/load at the kayak launch. Park Enforcement staff advised water enforcement.
2. Copeland Park has had multiple instances of vandalism including the destruction of the sink, urinal, toilet, hand dryer, paper holder (which was pulled off the wall), and then the paper set on fire.
3. A vehicle struck the entry gate (near restrooms) at Kings Bay Park.

Code Enforcement

1. Prepared 10 new cases for hearing.
2. 4 cases taken to hearing
3. Investigated 1 complaint, verified and prepared case folders
4. Observed 23 violation, prepared case folders
5. Closed 6 cases
6. *Continued to investigate resort rentals to ensure continued compliance. Located three new rentals.
7. *Worked with Business Licensing on getting renewals complete.

Business License Department

There were 3 new businesses opened in the City in the month of December.

Three Sisters Springs

There were a total 6,500 visitors to the springs. Around 50 annual passes were purchased, some of which are renewals. Also, there were 4 annual trolley passes purchased. News agencies (in excess of 20) including FOX and ABC have covered the springs, along with many written articles.

Water Patrol Report

Water Patrol staff worked to educate visitors of Manatee manners in Kings Bay and around Three Sisters with the influx of visitors for Manatee Season.

With Manatee and boating concerns in and around the Kings bay area staff continued to coordinate with local, state, and federal agencies due to the concerns related to vessel speeds and congestion in canal areas in Hunters Cove and Spring Run.

CRYSTAL RIVER CITY COUNCIL

Agenda Item Summary

Meeting Date: January 22, 2018

Agenda Item Number: 9A

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

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

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

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

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

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

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

Funding Information:

Project Cost: \$ 6,924.40
Funding Source: 001-01572-31000-16-11
Amount Available: \$ 0.00

Finance Department Approval: Michelle K. Russell

Approvals: [Signature]

Originating Department City Manager City Attorney (if applicable)

Attachments: DEP Agreement #S0851; City and SCR Agreement

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

DEP AGREEMENT NO. S0851

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY15-16 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SAVE CRYSTAL RIVER, INC., whose address is 8794 West Tradeways Court, Homosassa, Florida 34448 (hereinafter referred to as "Grantee"), a non-profit organization, to provide financial assistance for the Save Crystal River Kings Bay Pilot Restoration Project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, Attachment A, Grant Work Plan, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2017, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after September 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$1,600,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in Attachment A, in accordance with the schedule therein. Reimbursement shall be requested utilizing Attachment B, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for

16. **NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

17. **CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Taufiqul Aziz	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	(850) 245-2950
E-mail Address:	Taufiqul.aziz@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is identified below:

Lisa K. Moore, President	
Save Crystal River, Inc.	
Mailing Address:	P.O. Box 2258 Crystal River, Florida 34423
Physical Address:	8794 West Tradeways Court Homosassa, Florida 34448
Telephone No.:	(352) 302-1004
Fax No.:	(352) 628-6774
E-mail Address:	Lisa@SaveCrystalRiver.com

18. **INSURANCE:**

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

- A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.
- B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services

(www.SaveCrystalRiver.com), and social media for dissemination of project benefits and the success of this public-private partnership funded by the Florida Legislature. The Legislators and the public will be apprised about how this project will facilitate the restoration of the natural ecosystem to improve water quality, protect the critical manatee habitat, remove legacy organic detrital material, and provide a healthy habitat for plants, animals, and humans. Qualified vendors or personnel will be used as required to achieve these objectives. A waterproof Go-Pro camera will be purchased as part of this task to enable the recording of underwater events as required in several of the above tasks and for inclusion of this information in the videos and public informational materials.

Deliverable 10a: Draft and final copies of videos, PowerPoint presentations, pamphlets, or flyers about the Kings Bay Pilot Restoration will be provided as applicable as it pertains to the process and work completed in the first three (3) months of the project. Links to project informational materials developed will also be provided on the SCR website. All of the above deliverables will first be provided to the Department Grant Manager as drafts for review and approval. Once approved, the documents will be submitted as final.

Deliverable 10b: The development and dissemination of public information about this project will continue after the initial three (3) month period as long as funds are available including, but not limited to a comprehensive video and project booklet that encompasses the entire project will be developed. A draft of the materials being developed will be submitted to the Grant Manager for approval prior to finalization of the public information materials development during this period. Links for this material will also be placed on the Grantee's website.

Performance Standard: The Department's Grant Manager will review and approve any draft materials. The Department's Grant Manager will also review the website and any applicable links to informational materials, copies of brochures and flyers to verify that they meet the specifications in the grant work plan and this task description.

Task 11: Reporting and Project Administration

Description: The Grantee will provide project coordination, including meetings with interested parties. The Grantee will provide all required state funding documentation. The Grantee will contract with one or more qualified companies or individuals to monitor the project progress, coordinate with the City of Crystal River personnel and project subcontractors, and record project activities at the project site to documents and verify the above activities in accordance with the Grant Work Plan. The Grantee, or its designee, will ensure that the required video and photographic project documentation is completed, required reports are prepared and submitted and will oversee project coordination with all subcontractors. Grantee will carry necessary insurance coverage for its General Liability and Subcontracting coverage. Grantee's costs for such coverage are rates based on total dollars paid to subcontractors during the policy period. Grantee's excess insurance premium costs for its General Liability and subcontracting coverage that are the result of the subcontracted work associated with this project, beyond the Grantee's normal General Liability Policy premium, can be considered an allowable cost and may be submitted for reimbursement.

Deliverable 11a: The Grantee will provide statements to document costs associated with managing the grant funding, including costs associated with subcontracting for project coordination, documentation, monitoring progress and recording project activities. Costs for such administrative project monitoring during the first three (3) months of the project will be documented. Videos and photographs taken of project activities will also be provided. A copy of the Grantee's insurance policy declarations page will be provided as verification of any additional insurance premium payments required.

Deliverable 11b: Any administrative costs or insurance premiums incurred after the first three (3) months of the project will be submitted for payment based on a project report of work completed for this task as well as any additional insurance policy premiums that may have been incurred.

Performance Standard: The Department's Grant Manager will review the Grantee's time and material reports, administrative project monitoring report, insurance documentation, and videos and photographs, website links to educational materials developed, copies of educational brochures and flyers to verify that they meet the specifications in the grant work plan and this task description.

Task 12: Procurement of Property Rights

Description: The Grantee has reached an agreement to lease property from a local property owner for use during project operations (See Exhibit 2, Material Process and Dewatering Site Diagrams). Procurement of this property and access rights, terms of use and payment amounts and schedules will be documented in the lease agreement between the Grantee and the local property owner. The lease agreement shall also include terms providing Grantee and its contractors/subcontractors with exclusive use of the identified area in Exhibit 2 for the term of the lease, as well as providing the Department's Physical Access and Inspection per Paragraph 25 of the Grant Agreement. The lease agreement will be secured and submitted to the Department before any work begins at the project site property. The lease will be \$3,000 per month, payable monthly by the Grantee to the local property owner (with a maximum of 15

TIMELINE: Tasks completed within the first three (3) months of Execution of the Agreement (through December 8, 2015,) will be reimbursed through the advanced payment request authorized in this Agreement. The balance of the tasks will be funded on a cost reimbursement basis.

The tasks must be completed and all deliverables received by the end of each task timeline.

Task No.	Task/Deliverable Title	Start	Complete
1	Design and Permitting	Fall 2014	September 30, 2015
2	Mobilization Equipment & Personnel	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
3	Area 1 Removal and Dewatering Process	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
4	Area 2 Removal and Dewatering Process	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
5	Demobilization of Hydraulic Pumping Equipment	December 1, 2015	June 30, 2017
6	Plant Submerged Aquatic Vegetation (SAV)	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
7	Deploy Temporary Herbivory Exclusion Cages	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
8	Maintenance of SAV and exclusion cages	November 15, 2015	November 15, 2016
9	9a: Testing, Monitoring, and Reporting – First 3 Months	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
	9b: Remaining Testing, Monitoring, and Reporting	December 14, 2015	May 31, 2016
10	10a: Public Information Documentation – First Three (3) Months	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
	10b: Remaining Public Information Documentation	December 14, 2015	May 31, 2016
11	11a: Reporting and Project Administration – First Three (3) Months	Upon Execution of the Agreement and Corps Permit Approval	December 13, 2015
	11b: Remaining Reporting and Project Administration	December 14, 2015	June 30, 2017
12	12a: Procurement of Property Rights – First Three (3) Months	Upon Execution of the Agreement and Corps Permit Approval	December 31, 2015
	12b: Remaining Usage of Leased Property	January 1, 2016	December 31, 2016

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BUDGET by TASK and CATEGORY

Task/Deliverable No.	Category	Grant Funding
1	No DEP Funds Associated with this Task.	
2	Contractual	\$135,500
	Total for Task 2	\$135,500
3	Contractual	\$455,200
	Total for Task 3	\$455,200
4	Contractual	\$455,200
	Total for Task 4	\$455,200
5	Contractual	\$64,300
	Total for Task 5	\$64,300
6	Contractual	\$61,300
	Total for Task 6	\$61,300
7	Contractual	\$61,300
	Total for Task 7	\$61,300
8	Contractual	\$60,300
	Total for Task 8	\$60,300
9	9a Contractual	\$32,100
	9b Contractual	\$10,700
	Total for Task 9	\$42,800
10	10a Contractual	\$75,000
	10b Contractual	\$25,000
	Total Task 10	\$100,000
11	11a Contractual	\$89,325
	11b Contractual	\$29,775
	Total for Task 11	\$119,100
12	12a Contractual	\$9,000
	12b Contractual	\$36,000
	Total for Task 12	\$45,000
Total Project Cost:		\$1,600,000

Indirect Costs

Category Totals	Grant Funding
Contractual Total	\$1,600,000
Total:	\$1,600,000

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**AGREEMENT BETWEEN THE CITY OF CRYSTAL RIVER AND
SAVE CRYSTAL RIVER, INC. FOR PAYMENT OF PROJECT COSTS
FOR THE KINGS BAY PILOT RESTORATION PROJECT**

THIS AGREEMENT is entered into on this 11 day of July, 2016, between the City of Crystal River, Florida, a municipal corporation of the State of Florida, whose address is 123 New Highway 19, Crystal River, Florida, hereinafter referred to as the "CITY", and Save Crystal River, Inc. a Florida not for profit corporation, whose mailing address is Post Office Box 2258, Crystal River, Florida, herein after referred to as "GRANTEE".

WHEREAS, the GRANTEE and the State of Florida Department of Environmental Protection ("FDEP") entered into that certain grant agreement number S0851 on September 11, 2015 (the "GRANT"), whereby FDEP will reimburse the GRANTEE up to \$1,600,000 for costs related to the Save Crystal River Kings Bay Pilot Restoration Project (the "PROJECT"). A copy of the GRANT is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, GRANTEE has completed approximately 75% of the PROJECT; and

WHEREAS, GRANTEE desires for the CITY to assist GRANTEE with upfront cost for ongoing maintenance and education activities, which makeup the remaining 25% of the PROJECT's costs; and

WHEREAS, the CITY considers the resource benefits to be achieved by the PROJECT worthwhile and is agreeable to assisting the GRANTEE with upfront costs to be reimbursed by FDEP to the CITY through the GRANTEE.

NOW THEREFORE, CITY and GRANTEE, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. **PROJECT CONTACT AND NOTICES:** Each party hereby designates the individuals set forth below as its prime contact for matters relating to the Agreement. Notices and reports shall be sent to the attention of each party's contacts as set forth herein by U.S. mail, postage paid, by nationally recognized courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contact Manager for CITY: Michelle Russell
City of Crystal River
123 NW Highway 19
Crystal River FL, 34428

Project Manager for GRANTEE: Lisa Moore
Save Crystal River
555 SW King's Bay Dr.
Crystal River, FL 34429
LMoore@SaveCrystalRiver.com

2. CITY RESPONSIBILITIES: CITY shall pay to GRANTEE, upon GRANTEE's submission of invoices for costs directly related to the GRANT WORK PLAN, Attachment A of the GRANTEE, the actual PROJECT costs as reflected by the submitted invoices within thirty (30) days of the submittal of any such invoice. The parties anticipate the total remaining PROJECT costs to be no more than four-hundred thousand dollars (\$400,000.00). Invoices should be submitted to the Attention of Michelle Russell, at the address listed in Paragraph 1 herein.

3. GRANTEE RESPONSIBILITIES: GRANTEE shall repay the CITY all funds the CITY pays to the GRANTEE under this Agreement, along with costs incurred by the CITY in its performance under this Agreement, upon the earlier of the following: within ten (10) days of GRANTEE's receipt of reimbursement from FDEP or 180 days from the PROJECT's completion. The CITY will provide the GRANTEE with an invoice outlining all costs incurred by the CITY in its performance under this Agreement which may include staff time and legal fees.

GRANTEE shall diligently pursue reimbursement from FDEP for all PROJECT costs paid by the CITY to GRANTEE, including submitting all required documents and information to FDEP in a timely manner. Should GRANTEE fail to secure reimbursement from FDEP, GRANTEE will still be obligated to pay CITY for all funds paid to the GRANTEE by the CITY, along with all costs incurred by the CITY in its performance under this Agreement.

4. CONTRACT PERIOD: This Agreement shall be effective 7/11/16 and shall remain in effect through December 31, 2016 with work commencing on 12/14/15, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the CITY, whichever occurs first, unless amended in writing by the parties.

5. PROJECT RECORDS AND DOCUMENTS: Upon request by the CITY, the GRANTEE shall permit the CITY to examine or audit all PROJECT related records and documents during or following the completion of the PROJECT at no cost to the CITY. Payments made to the GRANTEE under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption, by way of injunctive or other relief as provided by the law, shall be upon the asserting party.

6. REPORTS: The GRANTEE shall provide the CITY with a quarterly documentation describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The GRANTEE shall promptly advise the CITY of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the City's Contract Manager no later

than ten (10) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30, and December 31.

7. RISK, LIABILITY, AND INDEMNITY: To the extent permitted by Florida law, the GRANTEE assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the CITY harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorney's fees and costs on appeal, arising from the implementation of the PROJECT.

8. INSURANCE: GRANTEE shall provide proof of insurance related to general liability, employee, automotive, boats and equipment used in order to complete the PROJECT for itself and any contractors who may be performing work in completion of the PROJECT, in the following amounts:

Commercial Liability Insurance in the following limits:

Each occurrence	1,000,000
General aggregate	2,000,000
Umbrella Liability	2,000,000
Pollution Liability	3,000,000 per claim

CITY shall be named as an additional insured on the policy.

9. SOVERIGN IMMUNITY: Nothing in this Agreement shall be interpreted as a waiver of the CITY'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28 F.S., nor be construed as consent by the CITY to be sued by third parties in any manner arising out of this Agreement.

10. DEFAULT: Any party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, including the failure to meet deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of the termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by the law or this Agreement. Termination of this Agreement will not relieve GRANTEE of its responsibility to reimburse CITY for amounts paid and costs incurred by the CITY under this Agreement per the timeframes set forth herein.

11. PERMITS AND REAL PROPERTY RIGHTS: The GRANTEE shall obtain all permits, local government approvals and all real property rights necessary to complete the

PROJECT prior to commencing any construction involved in the PROJECT. The CITY shall have no obligation to make payment to GRANTEE for any costs under this Agreement until the GRANTEE has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. All permits to complete the PROJECT must be submitted to the CITY prior to the commencement of the PROJECT. As of the date of this Agreement, GRANTEE warrants and represents that it has already obtained all permits and/or exemptions necessary to continue and complete the PROJECT.

12. TIME IS OF THE ESSENCE: The parties agree that time is of the essence in the performance of each obligation under this agreement.

13. LAW COMPLIANCE: The GRANTEE shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the FDEP, Citrus County, and the CITY, related to performance under this Agreement.

14. DIVERSITY IN CONTRACTING AND SUBCONTRACTING: The CITY is committed to supplier diversity in the performance of all contracts associated with the CITY cooperative funding projects. The CITY requires GRANTEE make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

If requested, the CITY shall assist the GRANTEE by sharing information to help the GRANTEE in ensuring that the minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

15. ASSIGNMENT: Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

16. CONTRACTORS: Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the CITY and any consultant or contractor of the GRANTEE, nor shall this Agreement be construed as a Joint Venture between CITY and GRANTEE or any consultant or contractor.

17. THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

18. LOBBYING PROHIBITION: Pursuant to Section 216.347 F.S., the GRANTEE is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

19. PUBLIC ENTITY CRIMES: Pursuant to Subsections 287.133(2) and (3) F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
20. GOVERNING LAW: This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Citrus County, Florida.
21. SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
22. SURVIVAL: The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement, Paragraphs, Subparagraphs and any other provisions requiring an offset or other continuing resource benefit.
23. ENTIRE AGREEMENT: This Agreement and the attached Exhibits listed below constitute the entire Agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
24. DOCUMENTS: The following document is attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement and then to Exhibit "A".

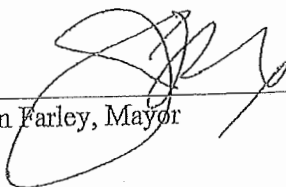
Exhibit "A": DEP AGREEMENT NO. S0851.

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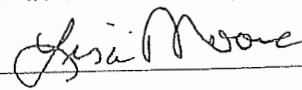
IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.



CITY OF CRYSTAL RIVER

By:  7/11/16
Jim Farley, Mayor Date

SAVE CRYSTAL RIVER, INC.

By:  7/14/16
Lisa Moore, President Date

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: January 22, 2018

Agenda Item Number: 9B

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

Summary: After Hurricane Hermine two buildings on NE 5th Street (the former United States Coast Guard Auxiliary location) were determined to be damaged beyond the fifty percent threshold established by FEMA. These properties totaling .77 acre were then transferred to the Key Training Center for their benefit. In total there are four and half lots and the two small damaged building structures. Key Training Center contacted the City a few months ago to determine if there was an interest in the properties for continued development of the downtown. They had not yet completed a real estate appraisal and had a current price of \$125,000.00. Since the original meeting Key Training Center has received a completed real estate appraisal by Snell and Associates which has appraised the value at \$105,000.00.

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

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

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

Funding Information:

Project Cost: NA

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments: Appraisal

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

Snell & Associates, Inc.
Real Estate Appraisers and Consultants

CONFIDENTIAL

REAL ESTATE APPRAISAL
of

Two Free Standing Frame and Masonry Buildings
Containing total of 1,225 SF
on 33,660 SF/.77 Acres (MOL) of Commercial Land

Physically Located at

148 NE 5th Street
Crystal River, Florida
in
Section 21, Township 18S, Range 17E
Citrus County, Florida

Prepared for

Avis Craig
Key Center
5399 W. Gulf to Lakes Hwy
Lecanto, Florida 34461

Prepared By

Frederick J. Snell, Jr.
State-Certified General Real Estate Appraiser, RZ736

Date of Appraisal
September 26, 2017

CS081708.fjs

Snell & Associates, Inc.
Real Estate Appraisers and Consultants

September 26, 2017

Avis Craig
Key Center
5399 W. Gulf to Lakes Hwy
Lecanto, Florida 34461

RE: Real estate appraisal of two structures with 1,225 SF of area on commercial use situated on a 33,660 SF (MOL) site, physically located at 148 NE 5th Street, Crystal River, in Section 21, Township 18S, Range 17E, Citrus County, Florida 34429.

Dear Ms. Craig:


In accordance with our agreement, we have completed the inspection and appraisal of the above referenced property. The attached report provides essential data and detailed reasoning employed in formulating the value opinions offered herein. The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser has performed a complete visual inspection of the site and plans and specifications provided for the subject property, inspected the neighborhood, inspected each of the comparable's from at least the street, researched, verified and analyzed the data from reliable public and/or private sources, and reported our analysis, opinions, and conclusions in the appraisal report. This appraisal has been prepared in compliance with USPAP Standards Rule 2-2.

The property was appraised in order to opine the "as is" market values of the land and existing improvements, in fee interest, based on those assumptions offered in the report, as best perceived on September 26, 2017. The analysis, opinions, and conclusions were prepared by the undersigned. The property was inspected by those parties certifying to this report.

The value reported is qualified by certain assumptions, definitions and limiting conditions, which are set forth on pages 7-9 of the attached report. **This letter must remain attached to the following appraisal report, which contains 41 pages and related addendum items in order for the value set forth to be considered valid.**

Thank you for this opportunity to be of service.

Respectfully submitted
SNELL & ASSOCIATES, INC.



Frederick J. Snell, Jr.
State-Certified General
Real Estate Appraiser, RZ736

TABLE OF CONTENTS

CERTIFICATE OF VALUE	1
CERTIFICATION	2
SUMMARY OF SALIENT FACTS	3
PREMISES OF THE APPRAISAL	5
GENERAL LIMITING CONDITIONS	6
GENERAL UNDERLYING ASSUMPTIONS	7
CLIENT/USER, INTENDED USE	9
DATE OF VALUE	10
RELEVANT CHARACTERISTICS	10
PROPERTY RIGHTS APPRAISED	10
SCOPE OF WORK	11
THE APPRAISAL PROCESS	11
CASH EQUIVALENCY	13
PRESENTATION OF DATA	14
SUBJECT PHOTOGRAPHS	15
REGIONAL MAP	16
CITRUS COUNTY MAP	17
LOCAL MAP	18
PLAT MAP	19
IDENTIFICATION OF THE SUBJECT	20
SALES HISTORY	20
OWNERSHIP	20
NEIGHBORHOOD ANALYSIS	21
ASSESSMENT AND TAXES	22
SITE DESCRIPTION	23
FLOOD MAP	26
ANALYSIS AND OPINIONS	27
REASONABLE EXPOSURE	28
HIGHEST AND BEST USE	29
COST APPROACH	31
DIRECT SALES APPROACH	32
RECONCILIATION AND FINAL VALUE ESTIMATE	40
ADDENDA	41

Snell & Associates, Inc.
Real Estate Appraisers and Consultants

CERTIFICATE OF VALUE

This is to certify that upon request from Ms. Avis Craig, Key Center, that we have personally inspected, collected and analyzed various data and appraised the land and improvements, physically located at 148 SE 5th Street, Crystal River, in Section 21, Township 18S, Range 17E, Citrus County, Florida.

Based on the data and conclusions presented in the attached report, it is our opinion that, as of September 26, 2017, the estimated "as is" market value of the subject is as follows:

FINAL "AS IS" VALUE ESTIMATE
ONE HUNDRED FIVE THOUSAND DOLLARS
(\$105,000)

I have no personal interest in the property either present or contemplated and employment in and compensation for making this report is in no manner contingent upon the value reported.



Frederick J. Snell, Jr.
State-Certified General
Real Estate Appraiser, RZ736

CERTIFICATION

(In accordance with USPAP Standards Rule 2-3)

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have not provided any services as an appraiser or in any other capacity regarding the subject of this report within prior three year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. Employment of the appraiser(s) was not conditional upon the appraiser producing a specified value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and payment of the fee is not based on whether a loan application is approved or disapproved.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made exterior inspection of the property that is the subject of this report.
-



Frederick J. Snell, Jr.
State-Certified General Real
Estate Appraiser, RZ736

SUMMARY OF SALIENT FACTS

Type of Property	Commercial
Present Use:	Non Res Institutional
Primary Exposure	NE 5 th Street
Secondary Exposure	N. Citrus Ave
Address of Property	148 NE 5th Street, Crystal River, Citrus County, FL.
Total Building Area	Two free standing buildings on commercial land use, with 1,225 square feet (MOL) of floor area, one structure originally constructed as meeting hall.
Land Area	33,660 SF (MOL) - Commercial
Zoning	CG (General Commercial)
Tax Parcel Number	AK#1075882
Flood Map Number	Panel# 12017C0189D Zone "AE" is defined as an area inside the 100 year and 500 year flood limits.
Legal Description:	Barcos Addition to Crystal River, PB 2, PG 21, Lots 13-17.
Ingress/Egress:	NE 5 th Street
Property Rights Appraised:	Fee simple
Actual Occupancy as of date of value:	Vacant
Subject Tenancy:	Owner/Investor

SUMMARY OF SALIENT FACTS(continued)

Highest & Best Use as vacant:	Commercial Business District
Highest & Best Use:	Commercial
Estimated Exposure Time:	12 months or less
Date of Value and date of report:	September 26, 2017
Reconciled Value: As Improved	\$105,000

PREMISES OF THE APPRAISAL

GENERAL LIMITING CONDITIONS

1. The appraisers will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers and, in any event, only with proper written qualification and only in its entirety.
3. The distribution of the total valuation in this report, between land and improvements, if any, applies only under the reported highest and best use of the property. The allocations of value for land must not be used in conjunction with any other appraisal and are invalid if so used.
4. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraisers. Nor shall the appraisers firm, or professional organization of which the appraisers are members be identified without written consent of the appraisers.
5. Unless otherwise stated in this report, the existence of potentially hazardous material used in the construction or maintenance of the building (or improvements), such as the presence of urea-formaldehyde foam insulation, and/or existence of toxic waste (or radon), which may or may not be present on the property, was not observed by us; nor do I have any knowledge of the existence of such materials on or in the property. The appraisers are not qualified to detect such substances. The existence of urea-formaldehyde foam insulation or other potentially hazardous waste material may have an effect on the value of the property. I urge the client to retain an expert in this field if desired.

GENERAL UNDERLYING ASSUMPTIONS

1. The legal description used in this report is assumed to be correct.
2. A survey of the site was not available to the appraisers. However, property record card for subject was used to support land area. No responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraisers.
5. All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though free and clear and under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.
9. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value opinion contained in this report is based.

ENVIRONMENTAL

This appraisal assumes that there are no hazardous materials on the property. We are not aware of the existence of potentially hazardous material(s) on the property. However, we are not qualified nor equipped to detect such substances. This appraisal assumes there are no environmental problems or contamination from its prior or present use, including mold.

HYPOTHETICAL CONDITIONS/EXTRAORDINARY ASSUMPTIONS

We are appraising the subject without Hypothetical Conditions or under any Extraordinary Assumptions.

SCOPE OF WORK IN A MARKET VALUE APPRAISAL

Competently determining the scope of work is an essential step in all assignments performed under USPAP. In a real property appraisal assignment, Standards Rule 1-2(a)-(h) set forth eight identification actions or steps that an appraiser must understand and complete in performing any appraisal assignment. Completing the first seven action steps provides support for the eighth step, the appraiser's scope of work decision.

The sequence and relationship of action steps required by SR 1-2 in a real property appraisal are as follows:

Client/Users, Intended Use, Type/Definition of Value, Effective Date, Relevant Characteristics, Extraordinary Assumptions, Hypothetical Conditions, Scope of Work, Use, Analysis, Listing/Prior Sales, Reconciliation and Reporting.

The objective of this appraisal is to opine the "as is" market value (most probable sales price if offered for sale under market conditions) of the subject. The objective will be obtained by using the appraisal process subsequently described in this report.

CLIENT/USER, INTENDED USE

It is understood that this appraisal report is intended for use as an aid in estimating market value for sale/purchase of the subject by Ms. Avis Craig, of Key Center.

The appraisal will be a summary report, which will opine the fee simple interest in the "as is" market values of the subject's land and improvement on a 33,660 SF (MOL) site. No personal property is included in the final opinion of the "as is" market value.

In accordance with the requirement of the State of Florida for appraisal of real property, this appraisal report was prepared in conformity with my understanding of the Uniform Standards of Professional Appraisal Practice.

For appraisal of real property, this appraisal report was prepared in conformity with my understanding of all regulations issued by the appropriate regulatory entities, regarding the enactment of Title XI of the Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

SCOPE OF WORK IN A MARKET VALUE APPRAISAL(Continued)

TYPE/DEFINITION OF VALUE

Market value meant the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration of the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

EFFECTIVE DATE OF VALUE

The date of value on which this value opinion applies is September 26, 2017.

RELEVANT CHARACTERISTICS

The appraisal will be a summary report, which will opine the fee simple interest in the "as is" market values of the subject's land and improvements on a 33,660 SF (MOL) site.

PROPERTY RIGHTS APPRAISED

The fee simple title of the subject property is appraised for purposes of this report. Fee simple title includes all property rights which can legally be vested in the owner. All existing liens and encumbrances, if any, have been disregarded and the property is appraised as though free and clear and under responsible ownership and competent management.

SCOPE OF WORK IN A MARKET VALUE APPRAISAL(Continued)

SCOPE OF WORK

The site was personally inspected and the legal descriptions checked against the Citrus County property appraiser record cards. As the subject is an existing building that has undergone interior remodeling, it is our opinion that, it would be difficult to determine the effective age of all of the buildings components, thus diminishing the reliability of the Cost Approach. Therefore, it is our opinion that the Cost Approach is not necessary to develop credible assignment results. In addition, these types of properties are typically owner occupied and not rented on the open market. Data on comparable sales gathered and analyzed. The opinion of the final value was opined using the Direct Sales Approach to Value.

THE APPRAISAL PROCESS

The appraisal process is the orderly program in which the data used to opine the value of the subject property are acquired, classified, analyzed, and presented. The first step is defining the appraisal problem -- i.e., identification of the real estate, the effective date of the value opinion, the property rights being appraised, and the type of value sought. Once this has been accomplished, the appraiser collects and analyzes the factors that affect the market value of the subject property. These include area and neighborhood analysis, site and improvement analysis, Highest and Best Use analysis, and the application of the three approaches to opine the value of the property. Appraisers generally use three approaches to value: The Direct Sales Comparison Approach (also known as the Market Data Approach), the Cost Approach, and the Income Approach.

The Direct Sales Comparison Approach is used to opine the value of the land as if vacant and/or the whole property as improved. The appraiser gathers data on sales of comparable properties and analyzes the nature and condition of each sale, making logical adjustments for dissimilar characteristics. Typically, a common denominator is found. For land value, this is usually either a price per square foot or price per acre; for improved properties, the common denominator may be price per square foot, price per unit or gross rent multiplier. The Direct Sales Comparison Approach gives a good indication of value when sales of similar properties are available.

The second approach available to the appraiser is the Cost Approach to value. Accrued depreciation is deducted from the cost new of the improvements and this is added to the land value. The resultant figure indicates the value of the whole property. Generally, the land value is obtained through the Direct Sales Comparison Approach. Reproduction Cost New of the improvements is estimated on the basis of current prices for the component parts of the building less depreciation, computed after analyzing the disadvantages or deficiencies of the existing building as compared to a new building.

SCOPE OF WORK IN A MARKET VALUE APPRAISAL(Continued)

THE APPRAISAL PROCESS (continued)

The Income Approach is predicated on the assumption that there is a definite relationship between the amount of income a property will earn and its value. This approach is based on the principle that value is created by the expectation of benefits derived in the future. The anticipated annual net income of the subject property is processed to produce an indication of value. Net income is the income generated before payment of any debt service. The process of converting it into value is called capitalization rate. Factors such as risk, time, interest on the capital investment, and recapture of the depreciating asset are considered in the rate. The appropriateness of this rate is critical and there are a number of techniques by which it may be developed.

A final step in the appraisal process is the reconciliation or correlation of the value indication. In the reconciliation or correlation, the appraiser considers the relative applicability of each of the three approaches used, examines the range between the value indication, and places major emphasis on the approach that appears to produce the most reliable solution to the specific appraisal problem. The purpose of the appraisal, the type of property, and the adequacy and reliability of the data are analyzed; these considerations influence the weight given to each of the approaches to value. It can be readily observed that most of the information pertaining to the market value of the subject property must be derived from the marketplace.

The scope of work required following:

Last inspected on September 26, 2017

Researched tax, zoning, and deed records pertaining to subject.

Researched Flood Plain issues with available resources

Research comparable sales and competitive rental rates and attempted to verify all information.

Derived reasonable value conclusion based on appropriate techniques, methodologies, and appraisal practice according to USPAP.

Citrus County Property Appraiser

Citrus County Tax Collector

In this instance, the subject property is on a 33,660 SF (MOL) CG zoned site that is improved with two buildings on commercial use site containing a total of 1,225 SF (MOL).

CASH EQUIVALENCY

The final value opinion is represented to be "Market Value" based on payment being made in cash, its equivalent, or in specified financing terms. By definition, cash equivalent is a price expressed totally or partly in terms of the face amounts of notes or other securities that cannot be sold at their face amounts.¹

Typical transactions involving investment type property, whether it be vacant land or improved property, are entered into by buyers and sellers who are also concerned with tax implications. To assume that an all cash transaction would be more desirable to a seller presumes that the seller can reinvest or utilize the cash proceeds to earn a higher return than that available by carrying a mortgage. In today's market, this is not always the case. The benefits of a seller's receiving all cash may also be offset by the tax liability involved in receiving a single large cash payment.

In recent years, conventional (bank) financing has changed from fixed rate mortgages with relatively long terms (20 to 30 years), to various types of short-term balloon-type notes. Seller financing has similarly changed.

It is quite difficult for an appraiser to estimate what adjustment, if any, should be made, unless the buyer or seller can verify that an adjustment in the purchase price was made solely because of financing. In cases where seller financing is obviously not consistent with the current market, an adjustment has been made. In all other cases, it is assumed that financing, if any, is on terms generally available in the community at the specified date of sales, and is typical for the property type and the locale.

¹ The Dictionary of Real Estate Appraisal, 2006 Edition.

PRESENTATION OF DATA

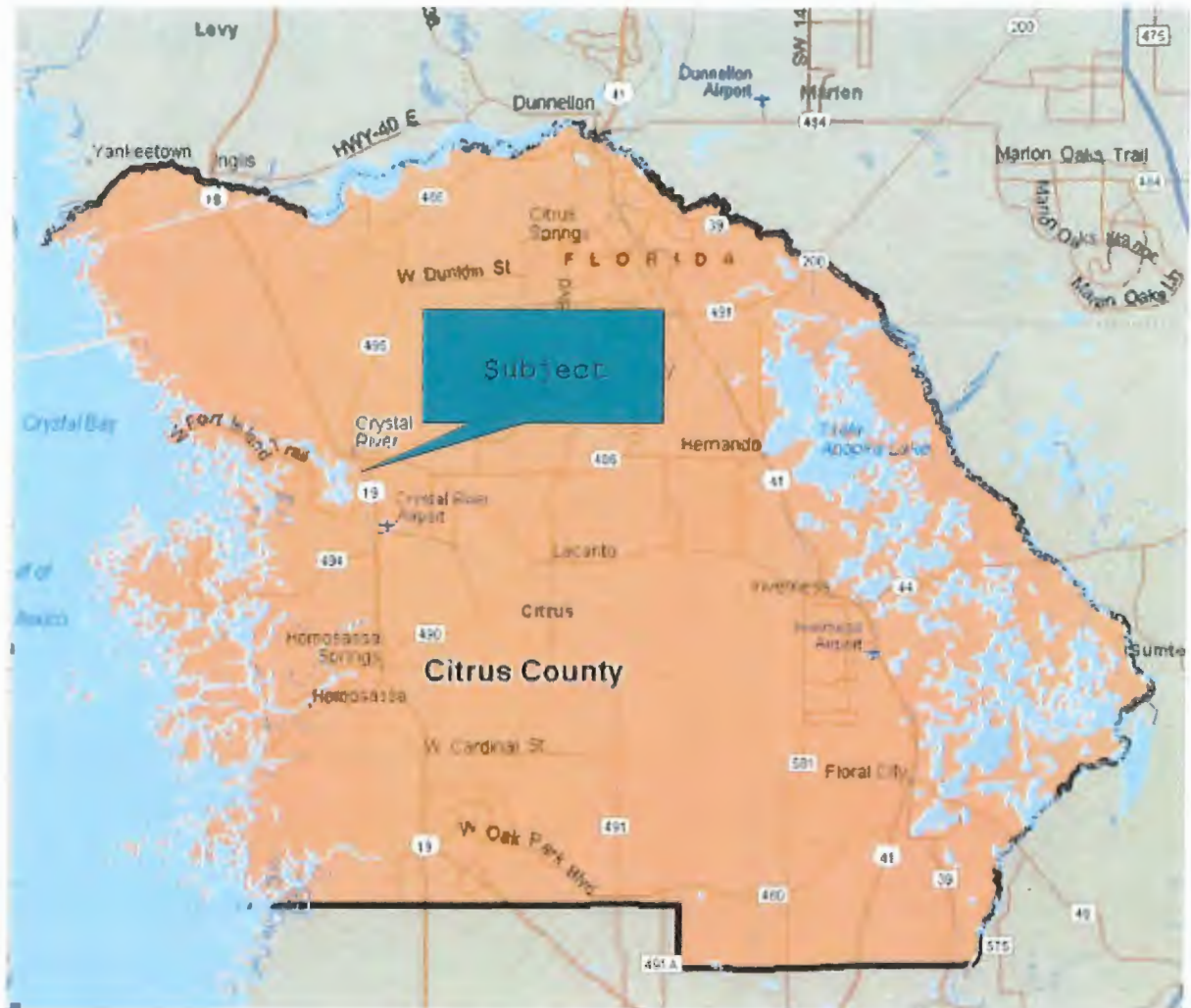
SUBJECT PHOTOGRAPHS

SEE ADDENDUM

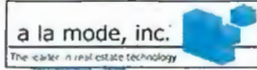
REGIONAL MAP



CITRUS COUNTY MAP



LOCAL MAP



PLAT MAP



IDENTIFICATION OF THE SUBJECT

The physical address of the subject is 148 SE 5th Street Crystal River, Florida 34461.

The subject site is located in Section 04, Township 198S, Range 18E, Citrus County, Florida. The legal description provided by and used for the subject is as follows and/or see attached description.

Barcos Addition to Crystal River, PB 2, PG 21, Lots 13-17.

As the subject site location was estimated utilizing the Citrus County Property Appraisers web site mapping tool.

SALES HISTORY

In accordance with the appraisal standards, any sales must be reported in the last 3 years. There are no sales on the subject in the last 3 years. Subject is currently vacant and not occupied.

OWNERSHIP

According to Citrus County tax rolls, current ownership of the land and improvements is:

Citrus County Association for Retarded Citizens Inc.
5399 W. Gulf to Lakes Hwy
LECANTO, FL 34461

NEIGHBORHOOD ANALYSIS

The neighborhood can generally be described as the City of Crystal River. This area can essentially be characterized by businesses of fast food, auto services, gas stations, real estate offices, restaurants, banks, and retail stores lining Highway 19, and eastward along State Road 44. Because of the accessibility of the Gulf of Mexico, from the waterways in the area, the Crystal River area attracts scuba divers, boaters, and fisherman. Crystal River has fresh water springs and Kings Bay, which are the second largest in the state of Florida. The springs along Banana Island and the manatees in the river attracts scuba divers from all over the United States. There are several small dive shops in the area, and retail stores. Crystal River has a year round population approximating 5,000 people.

Three miles north of Crystal River is the Seven Rivers Community Hospital, which is a general medical surgical facility, which opened in 1978. This facility has over 128 beds.

East of Crystal River, from U.S. Highway 19, there are many small scattered commercial establishments. Also, there are many vacant commercial parcels available for sale in this same area. Commercially, the area is not overcrowded and slow growth in the neighborhood has been occurring in the past ten years. There is no dominant business or activity in this area, which would impact or does impact the subject. State Road 44, in the area of the subject, is a four lane state highway. It extends from Crystal River eastward to Inverness through Citrus County.

At the intersection of W. Gulf To Lakes Highway (SR 44) and CR 486 is the Crystal Springs Plaza, approximately 3 miles east of the subject. It is occupied by a Publix, Sally's Beauty Supply, local pizza shop, and a Beef O'Bradys and a Dental Clinic is situated on one of the out parcels. In addition, there is local tenant space. Publix relocated from U.S. Highway 19, in the heart of the Crystal River business district to this newer plaza outside the city limits of Crystal River.

The general support for the subject would come from the City of Crystal River.

Electricity is supplied to the neighborhood by Duke Energy by overhead lines. Telephone services is provided by Spectrum or CenturyLink Telephone of Florida. Cellular telephone services are currently available in the area. Sewer and water lines are in front of the subject provided by the city of Crystal River.

In summary, the neighborhood is considered good as to shopping and services. In terms of utilities and other support services, the neighborhood is also considered good.

LAND USE

According to the Citrus County record cards the subject land has a use of CBD (City Business District - Commercial). The allowable uses are vast and include, to name only a few, adult and child care facilities; professional offices, retail and service offices.

ASSESSMENT AND TAXES

The subject is identified by the Citrus County Property Appraiser's Office as:

148 NE 5th Street AK#1075882

2016 Assessed Value

Land Value	\$ 65,030
Improvement Value	\$ 34,240
Assessed Value	\$ 99,270
Exempt Value	\$ 0
Taxable Value	\$ 0
2016 Taxes	\$ 0

CCARC is non profit and not taxed.

SITE DESCRIPTION

The subject site is situated along the south side of NE 5th Street just east of N. Citrus Ave and downtown Crystal River. The site is irregular in square in shape parcel with approximately 200 feet along NE 5th Street. In total contains approximately 33,660 SF (MOL).

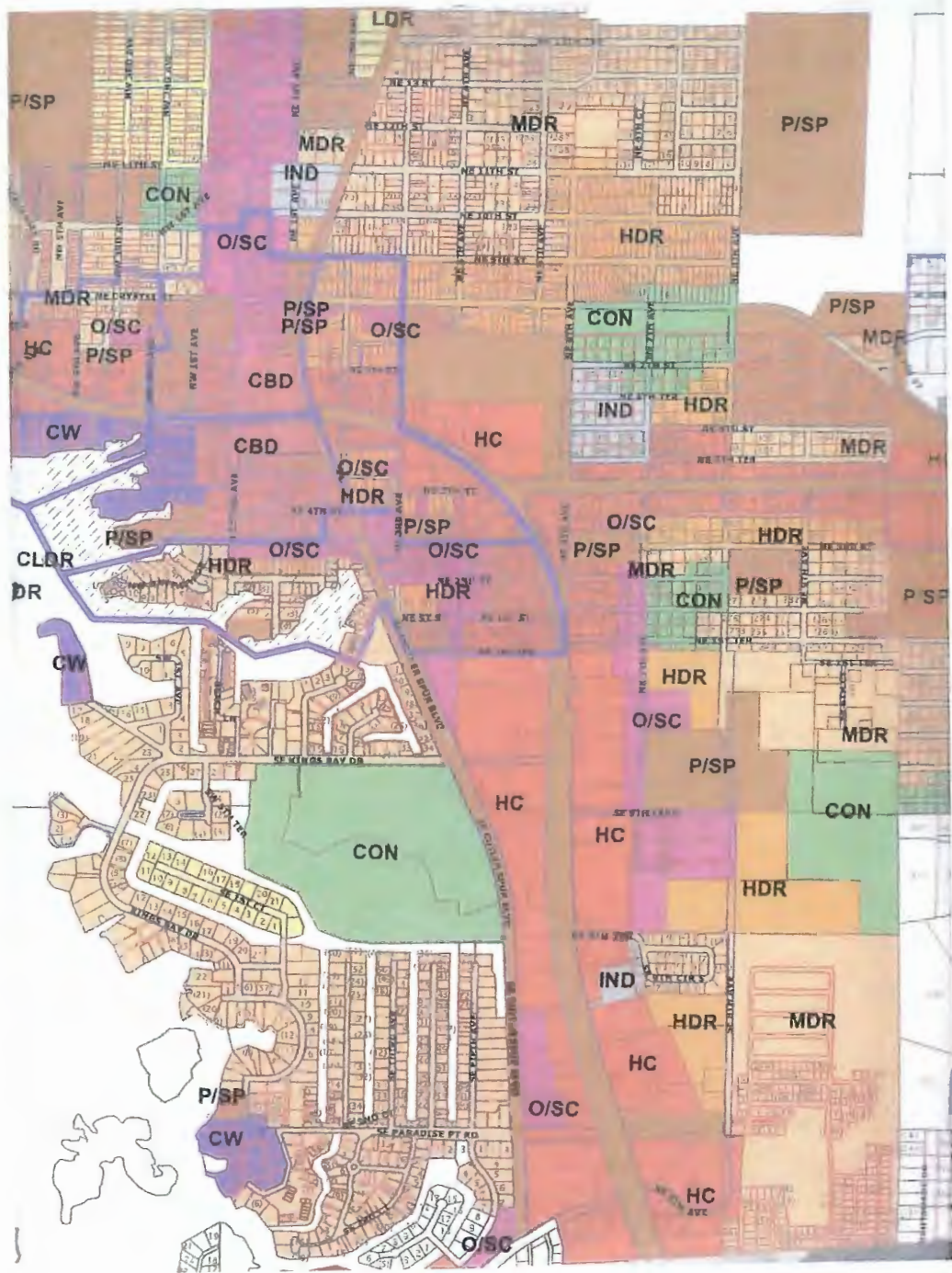
Beginning at the northwest corner of the site, the northern boundary is formed by NE 5th Street and is 200' in length. The western boundary then runs south for 150' (MOL) and abuts a vacant lot. The southern boundary adjoins another vacant site and is 250' long. The eastern boundary adjoins city owned walking trail and runs north for 150' (MOL) to the point of beginning. The site has few native trees and limited landscaping. The site is basically level, however, slopes slightly to the south and is at road grade with NE 5th Street. Access to the subject is from NE 5th Street.

Landscaping is minimal and consists of some grass and native trees along the northern, eastern and southern boundaries.

The subject is in Flood Zone AE in panel # 12017C0189D date of 09/26/2014. The site appears to be in Flood Zone "AE".

Parking is mostly impervious soil and on asphalt paved pad. Electric is provided by Duke, water is via central water, sewage is disposed of via a central sewer system. Garbage is from private service.

LAND USE



IMPROVEMENT DESCRIPTION

The subject has two free standing buildings. The first was originally constructed in 1940 as meeting hall. In 1970, a frame building of 800 square feet was added to the site. The buildings combined are 1,225 SF building of concrete slabs with either wood frame and/or masonry construction with a shingle siding on concrete pier foundation, and a metal roof.

The exterior of the front, northern exposure, has porch entry and wood flooring with asbestos siding over wood frame, a single entry door, under a covered porch, four (4) single hung windows and no garage. The eastern exposure has a single window. The western exposure has two (2) single hung windows. The rear has one (1) window and a entry door that leads to rear yard area. Overall, the condition of the exterior is fair condition, with significant deferred maintenance noted. The roof has an estimated remaining life of 5-7 years.

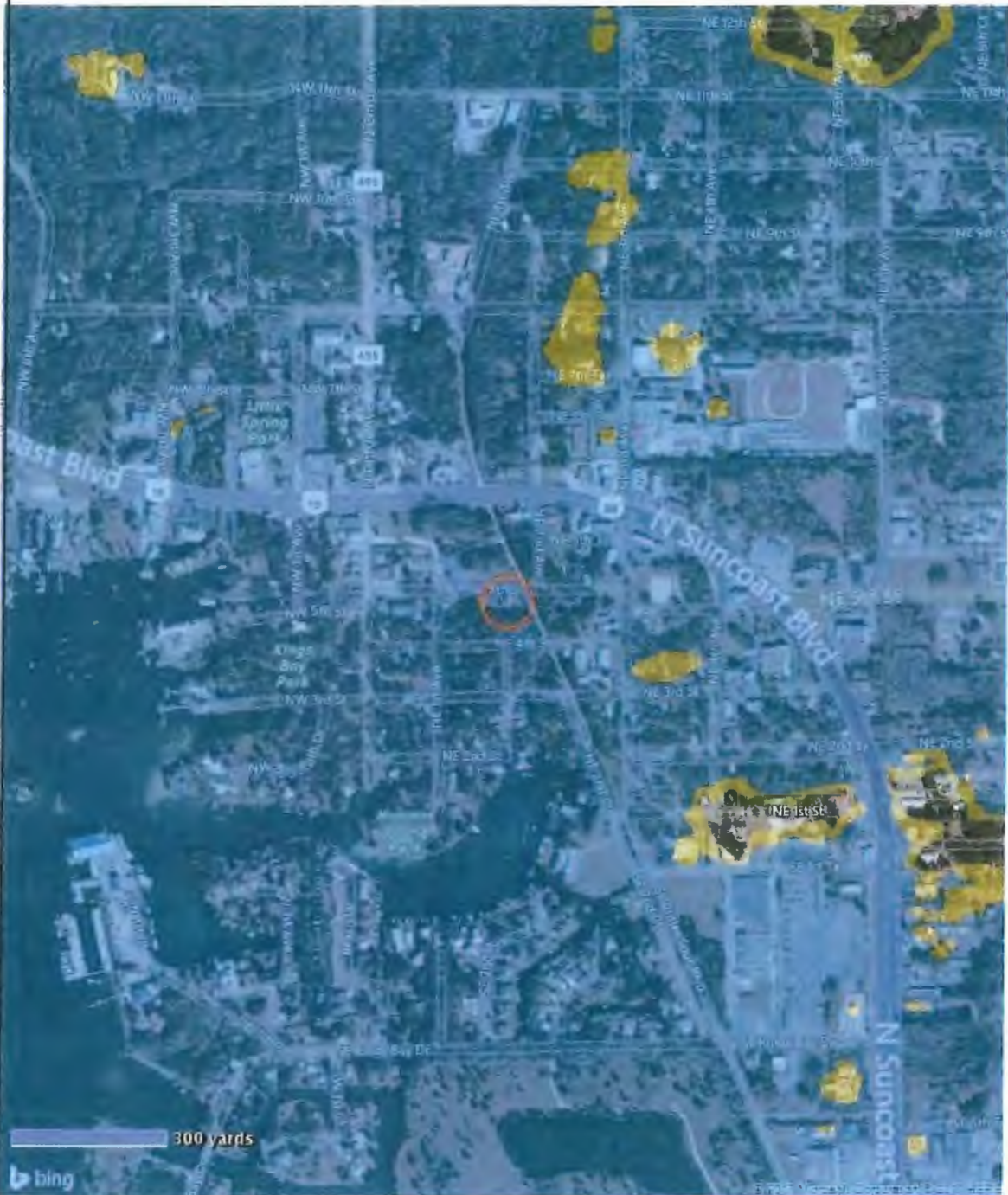
The interior is configured into a large room, meeting area, kitchen and bath room. The floor is of carpet/vinyl with wood panel boards. A supplemental window mounted A/C unit services this area. Note, some of the VCT tiles in the bathroom are missing. The kitchen is dated with Formica cabinets and counter tops. The ceilings are of pressed board. Lighting is provided by florescent and incandescent light fixtures.

Overall, the condition of the interior is considered fair.

FLOOD MAP

InterFlood by a la mode

Prepared for: Snell & Associates Inc.
 148 NE 5TH ST
 CRYSTAL RIVER, FL 34429



MAP DATA

FEMA Special Flood Hazard Area: **Yes**
 Map Number: **12017C0189D**
 Zone: **AE**
 Map Date: **September 26, 2014**
 FIPS: **12017**

MAP LEGEND

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

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ANALYSIS AND OPINIONS

REASONABLE EXPOSURE¹

Exposure time may be defined as the estimated length of time the property interest being appraised would have been offered on the market PRIOR to the hypothetical consummation of a sale at market value on the effective date of the appraisal or a retrospective opinion based upon an analysis of past events assuming a competitive and open market. It is a function of price, time, and use, not an isolated opinion of time alone.

The opinion of the time period for reasonable exposure is not intended to be a prediction of a date of sale. Instead, it is an integral part of the analyses conducted during the appraisal assignment and is based on one or more of the following: Statistical information about days on the market, information gathered through sales verification; and interviews of market participants is utilized to provide a retrospective opinion based upon an analysis of past events assuming a competitive and open market.

The reasonable exposure time is considered to be directly dependant upon the price of the complex and the rental income that may be generated. From a review of the rents being charged by the subject as to its design and appeal, it is estimated that the current rents are at a market rate. In addition, in comparing the cost to build most similar structures, and the existing depreciation of similar structures, it is more costly to build similar structures today (current rents may not support the cost of new construction).

Due to the subject's quality and location, and offered at market value, it could be sold within one (1) year.

HIGHEST AND BEST USE

Highest and best use is defined as "that use, from among reasonable, probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

This definition above applies to the highest and best use of the land and site as though vacant. When the site contains improvements, the Highest and Best may very well be determined to be different from its existing use.

The existing use will continue however, unless and until, land value exceeds the sum of value of the entire property in its existing use and the cost to remove the improvements.

Implied in this definition is that the determination of Highest and Best Use takes into account the contribution of that specific use to community development goals as well as the benefits of that use to the individual property owners.

Also implied is that the determination of Highest and Best Use results from the appraisers judgement and analytical skills, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of Highest and Best use represents premise upon which value is based. In the context of most probable (market value), another appropriate term to reflect Highest and Best use would be the most probable use. In the context of investment value, an alternative term would be most profitable use.

In determining the Highest and Best Use of a particular property, there are essentially four stages of analysis:

1. Possible Uses
2. Legal and Permissible Uses
3. Feasible Uses
4. Maximally Productive Uses

HIGHEST AND BEST USE (Continued)

Definition of the four classifications or guidelines and discussion are applied to the subject. The four classifications are as follows.

Possible Uses - To what use is it physically possible to put the site in question.

Legal and Permissible Uses - What uses are permitted under current governmental and deed restrictions on the site in question.

Economically Feasible Uses - What possible and legal use will produce any net return to the owner of the land.

Maximally Productive Uses - Among the feasible uses which use will produce the highest net return or the highest present worth.

The subject site has an average location adjacent to City Walkway and N. Citrus Ave in downtown Crystal River. The shape and size of the site provides for adequate utility and exposure to support a current legally permissible use of the site. Its topography, shape, and soil conditions appear to provide adequate drainage. The site size is estimated to contain 33,660 square feet of CBD zoned land.

As Vacant

The uses that could be physically placed on the site include office, some retail, professional office, etc. This is a commercial use under City land use plan

As Improved

Considering the above analysis in conjunction with the fact that the subject was formerly utilized as a home, it is our opinion that its highest and best use would be a office/service type operation.

COST APPROACH

The *Cost Approach* is based on the "Principle of Substitution" which states that no rational person would pay more for a property than the amount for which he can obtain, by purchase of a site and construction of improvements, without undue delay, a property of equal desirability and utility. In the Cost Approach, accrued depreciation is deducted from the cost new of the improvements and this is added to the land value. The resultant figure indicates the value of the whole property. Generally, the land value is obtained through the Direct Sales Comparison Approach. Reproduction Cost New of the improvements is estimated on the basis of current prices for the component parts of the building less depreciation, computed after analyzing the disadvantages or deficiencies of the existing building as compared to a new building.

Due to the age of the subject's improvements, and zoning restrictions, new construction of a similar complex at this time would likely not be a viable option for a prospective investor. As a result, the Cost Approach is not particularly pertinent to the subject's evaluation. Therefore, relying on the *Direct Sales Comparison Approach*, we provided an "As Is" market value estimate for the subject property as of September 26, 2017.

DIRECT SALES APPROACH

The sales comparison approach is defined as "a set of procedures in which an appraiser derives a value indication, by comparing the properties being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments, based on the elements of comparison, to the sales prices of the comparables¹.

The public records of Citrus County were researched for the prior three (3) years in order to find real estate sales transactions of improved properties which could be compared to the subject in opining its value. Research and investigation was focused on the sale of office/mixed use space. After extensive research, four comparable sales were located in Citrus County. In all four (4) properties were located that we consider to be good comparison to the subject's land and improvements.

¹ Dictionary of Real Estate Appraisal, American Institute of Real Estate Appraisers, 2006 Edition.

DIRECT SALES COMPARISON APPROACH

Sale #1

County: Citrus
Land Use: Commercial
Location: 5845 W. Gulf to Lake Hwy. Crystal River

Parcel ID: AK#1493684
OR Book/Page: 2803/1402
Grantor: Diane Magill
Grantee: Laura Rustin
Date of Sale: 02/2016
Price: \$135,000
Building Area: 2,094 sq. ft. (MOL)

Zoning: PSO

Units of Comparison:

Price per sq. ft. land \$64.47

Remarks: On highway, Some deferred maintenance.
Former veterinary clinic. Similar layout.



DIRECT SALES COMPARISON APPROACH

Sale #2

County: Citrus
Land Use: Commercial
Location: 116 NE 5th St., Crystal River
Parcel ID: AK#1075866
OR Book/Page: 2617/2353
Grantor: Ellen Hurn
Grantee: Deborah Martin
Date of Sale: 01/2014
Price: \$75,000
Building Area: 1,344 sq. ft. (MOL)
Zoning: CG
Units of Comparison: Price per sq. ft. land \$55.80
Remarks: Near Subject, converted to commercial use.
Smaller lot.



DIRECT SALES COMPARISON APPROACH

Sale #3

County: Citrus
Land Use: Commercial
Location: 243 SE 7th Terrace, Crystal River

Parcel ID: AK1073111
OR Book/Page: 2725/0131
Grantor: Mark A. Swander
Grantee: Kid City USA Inc.
Date of Sale: 11/2015
Price: \$242,500
Building Area: 3,104 sq. ft. (MOL)

Zoning: Commercial

Units of Comparison: Price per sq. ft. land & Bld. \$78.13

Remarks: Residential conversion to commercial



DIRECT SALES COMPARISON APPROACH

Sale #4

County: Citrus
Land Use: Commercial
Location: 135 NE 3rd Street. Crystal River

Parcel ID: 1075149
OR Book/Page: 2850/1406
Grantor: Arthur W. Jones
Grantee: Kooks Holding, Inc
Date of Pending Sale: 09/2017
Price: \$222,000
Building Area: 1,900 sq. ft. (MOL)

Zoning: Commercial

Units of Comparison: Price per sq. ft. land & Bld. \$116.84

Remarks: Older Building in good repair.

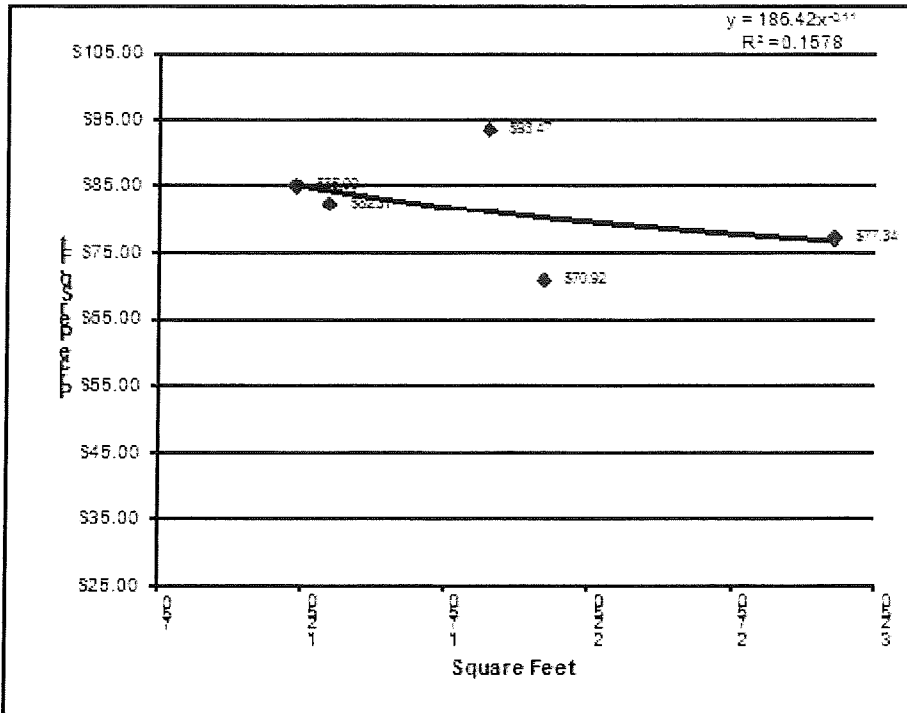


COMPARABLE ADJUSTMENT CHART

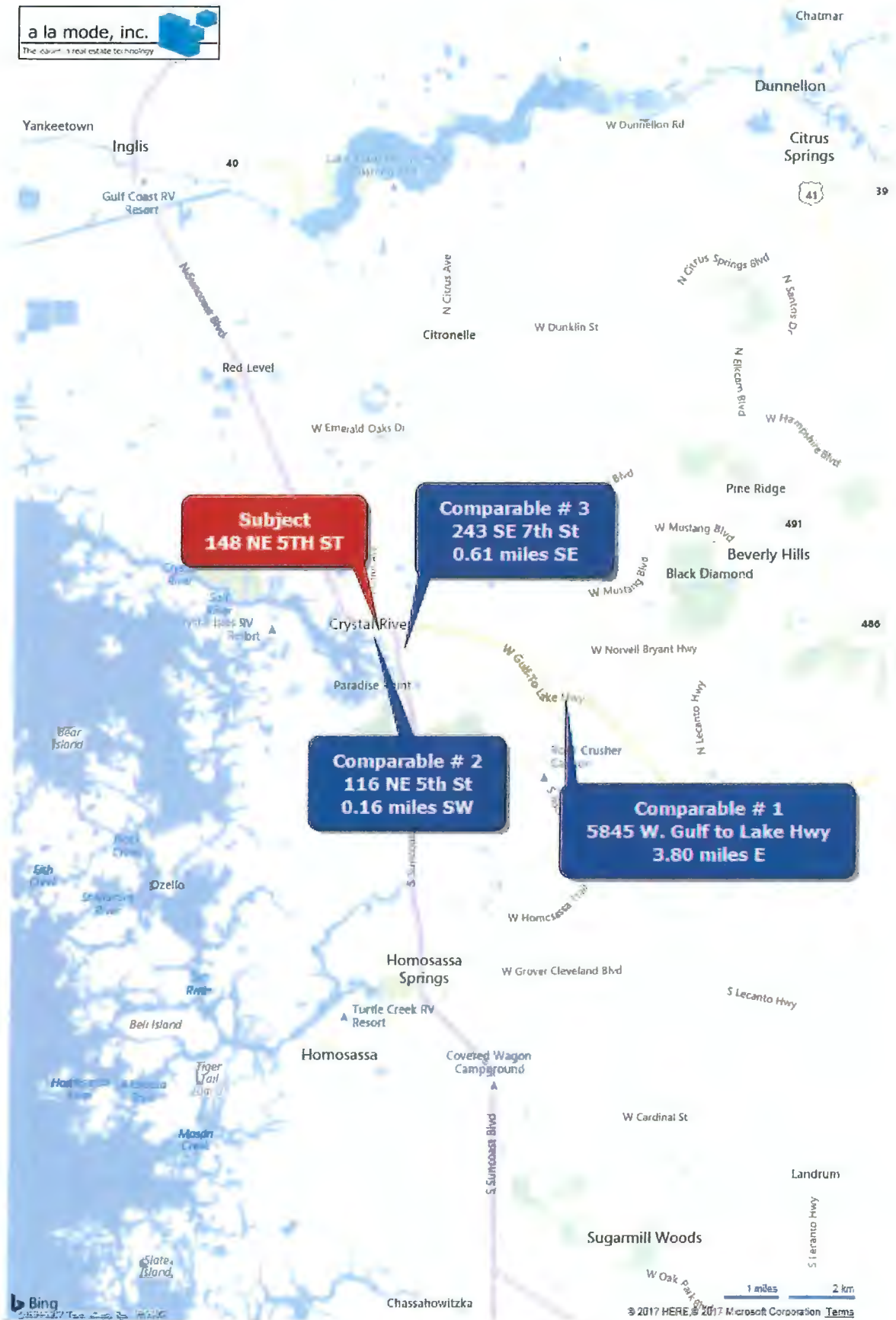
Exhibit I

Sales Comparison Analysis

Sale	Subject-A	1-B	2-C	3-D	4-E
	5245 W. Gulf				
Location	142 NE 5th Street	to Lake Hwy.	116 NE 5th St	243 SE 7th St.	135 NE 3rd Street
Year Built	1940	1965	1960	1980	1924
Price	\$105,000	\$135,000	\$75,000	\$242,500	\$222,000
Date	Sept 2017	Dec-16	Apr-14	Nov-15	Sep-17
Square Feet	1,225	2,094	1,344	3,104	1,900
Price Per Square Foot	\$85.00	\$64.47	\$55.80	\$78.13	\$116.84
Adjustments					
Age/Condition	0%	10%	0%	-10%	-20%
Adjusted Price	\$85.00	\$70.92	\$55.80	\$70.31	\$93.47
Market Conditions	0%	0%	18%	0%	0%
Adjusted Price	\$85.00	\$70.92	\$65.85	\$70.31	\$93.47
Location/Zoning	0%	0%	0%	10%	0%
Site Size	0%	0%	25%	0%	0%
Adjusted Price	\$85.00	\$70.92	\$22.31	\$77.34	\$93.47



IMPROVED SALES MAP



DIRECT SALES COMPARISON APPROACH (Continued)

Summary-Exhibit I Existing Facility

The subject site is zoned CBD allowing for commercial use. The subject contains a total of 1,225 square feet and will be adjusted on a per square foot unit of measure. The sales used were all platted and located within a ten mile radius of the subject.

All of the comparable's were fair to average quality construction. All of the sales were considered to be good indicators of value for the subject. The range of value of the building and land, indicated by the comparable's, had an unadjusted range of \$64.47 to \$116.84 per SF.

All four comparables required adjustments for either inferior or superior condition. In addition, sale #3 required an upward adjustment for inferior location. After adjustments the range narrowed to \$70.92 to \$93.47. Placing equal weight on all four comparables, it is our opinion that the subject falls within this range and is estimated at \$85.00 per square foot.

Based on comparable data, the data as summarized, the visual assessment of the comparative quality of these sales. The property availability in the immediate area of the subject, we estimate the value of the subject at \$85.00 a square foot. Therefore, the total value of the land and improvements is estimated as follows:

$$1,225 \text{ SF} \times \$85.00 = \$104,125$$

ROUNDED TO \$105,000

**"AS IS" VALUE AS INDICATED BY THE DIRECT SALES COMPARISON APPROACH
ONE HUNDRED FIVE THOUSAND DOLLARS
(\$105,000)**

RECONCILIATION AND FINAL VALUE ESTIMATE

A summary of the values as indicated by the Direct Sales Approach to value is shown as follows:

Direct Sales Comparison Approach \$105,000

The Direct Sales Comparison Approach was applied using sales of facilities which are considered to be representative of the market. The sale properties utilized in this approach were good indicators of the subject's value and is given all weight in the final value opinion.

Therefore, based upon the above analysis, the total value of the subject is estimated at \$105,000 in "as is" value.

FINAL VALUE ESTIMATE OF VALUE
ONE HUNDRED AND FIVE THOUSAND DOLLARS
(\$105,000)

ADDENDA

SUBJECT PHOTOGRAPHS

ENGAGEMENT LETTER

QUALIFICATIONS OF APPRAISER

LETTER OF ENGAGEMENT

QUALIFICATIONS OF APPRAISER

FREDERICK J. SNELL, JR.

FORMAL EDUCATION

Associates of Arts, Polk Community College, 1967

Bachelor of Science, Clemson University, 1970

Real Estate Salesman, Licensed 1979, State of Florida

Real Estate Broker, Licensed 1982, State of Florida

State-Certified General Real Estate Appraiser, RZ736 - State of Florida - 1991

EDUCATION IN APPRAISING

Appraisal Institute

(Formerly known as the American Institution of Real Estate Appraising & American Society of Appraisers)

Coursework

1A-1, Real Estate Appraisal Principles, University of North Carolina

1A-2, Basic Valuation Procedure, University of Georgia

8-2, Residential Valuation, University of Georgia

8-3, Standard of Professional Practices, University of Georgia

1B-A Capitalization Theory and Techniques - Part A, University of Ga

A-57, Residential Construction Materials and Methods

A-59, How to Make a Single Family Appraisal on the URAR Appraisal Form

Seminars

Market Extraction, Tampa, Florida

FNMA Underwriting, Tampa, Florida

Manufactured Homes Appraisal Guide, Tampa, Florida

Accrued Depreciation, Orlando, Florida

Written Appraisal Policy, Orlando, Florida

673 - The Appraisal of Local Retail Properties

Appraising the Appraiser

USPAP/Law Update

Disclosures & Disclaimers

Appraising REO and Foreclosure Properties

Mortgage Fraud-Protect Yourself

Florida Laws & Regulations 2010-2012

National USPAP Update Equivalent 2010-2012

Florida Appraisal Supervisor-Trainee Roles & Relationships 2010/2012

DESIGNATIONS

State-Certified General Real Estate Appraiser, RZ736

APPRAISAL

EXPERIENCE:

Approximately thirty years of extensive experience in real estate valuation and investment analysis including a diversified background in the valuation of real estate for a wide range of applications, including market value appraisals, appraisal support for conventional financing, and specialized valuations including leasehold and leased fee estates. These activities have been conducted on behalf of major financial institutions, government agencies, major corporations, individual investors, and legal firms.

Areas of specialization include the following:

- Preparation of market value appraisals for all types of real estate with a full range of valuation objectives;
- office and industrial buildings of all sizes;
- intensive experience in the valuation of community and regional wholesale marts;
- market and feasibility studies for existing or proposed development projects;
- investment analysis via lease analysis and discounted cash flow techniques before and after debt service;
- mixed-use land development valuation;
- agricultural related ranches, farms, citrus groves and environmental land valuation;
- extensive experience in valuation for eminent domain for multi-parcel projects for both private and public agencies.

EMPLOYMENT HISTORY

2010 to Present	Principal and Broker, Coldwell Banker Next Generation Realty, Crystal River and Homosassa, Florida
1992 to Present	Principal, Commercial and Residential Appraiser, Snell & Associates, Inc. , Crystal River, Florida
1984 to 1992	Commercial and Residential Appraiser, F. I. Grey & Son, Inc., Realtor, Crystal River, Florida

1979 to 1984

Branch Manager, Property Manager, Fee Appraiser for commercial and residential properties and Review Appraiser for Swartsel Realty, Inc., also started the Appraisal Department in 1982

1970 to 1979

Pasco County Board of Instruction

AFFILIATIONS

National Association of Realtors

Appraisal Advisory Committee - 1998-2002

Florida Association of Realtors

District 7, Vice President - 2000

Appraisal Council - Chairman - 2002

Realtors Association of Citrus County

President - 1998-1999

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ736	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018



SNELL, FREDERICK J JR
8210 W CORPORATE OAKS DR
CRYSTAL RIVER FL 32629



ISSUED: 03/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1608070003668