

City of Crystal River



Agenda Packet
for
Regular Council Meeting
Monday, May 14th, 2018
7:00 p.m.



Agenda
Crystal River City Council
Regular Council Meeting
Monday, May 14th, 2018 @ 7:00 p.m.
Council Chamber, City Hall

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

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

NOTICE TO PUBLIC

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

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

GENERAL MEETING PROCEDURES

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

1. CALL TO ORDER

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

2. ADOPTION OF AGENDA

3. PRESENTATIONS

- A. Bikeways and Trails Masterplan.....Dennis Dix, Hernando Citrus MPO

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

- A. Motion to approve minutes from the Budget Workshop held March 29, 2018
- B. Motion to approve waiver of open container for the Music under the Stars Event scheduled for June 23, 2018
- C. Motion to approve waiver of open container and road closure request for the City's Old Fashioned 4th of July

6. PUBLIC INPUT

(Time Limit of Three Minutes)

7. PUBLIC HEARING

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

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

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

8. CITY ATTORNEY

9. CITY MANAGER

- A. Motion to award a three-year continuing contract for paving and related services to Pave-Rite, Inc. utilizing unit pricing: Group 1 = \$2,160.38; Group 2 = \$2,090.48; and Group 3 = \$2,098.95 subject to standard FDOT provisions for the adjustment of fuel and bituminous material cost fluctuations over the term of the contract
- B. Motion to enter into a professional services agreement with Long & Associates Architects/Engineers, Inc. for architectural/engineering services related to the assessment of alternative sites and master planning of a new City Hall
- C. Motion to approve a proposal to DEO requesting for the 2018 Competitive Florida Partnership Grant
- D. Motion to approve a proposal to DEO requesting \$40,000 from the Community Planning Technical Assistance Grant for the 2018 Bayside Complete Streets Study

10. CITY COUNCIL

11. COMMITTEE REPORTS

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

12. COMMUNICATIONS

13. COUNCIL MEMBER REPORTS

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

14. PUBLIC INPUT
(Five Minute Time Limit)

15. ADJOURNMENT

Proclamation

WHEREAS, the Citrus Sertoma Club and Sertoma Clubs throughout Sertoma International (founded on April 11, 1912) are fully qualified, charitable organizations, functioning to implement Sertoma's principal objective of expanding "SERVICE to MANKIND", primarily in the area of helping people with speech, hearing and related communication disorders ; and

WHEREAS, the Citrus Sertoma Club (Chartered May 12, 1979)is committed to the ethics of Sertoma International and strives to increase financial support for its existing centers in order to provide programs for persons of all ages handicapped by communication disorders; and

WHEREAS, the Citrus Sertoma Club strives to extend evaluated and therapeutic programs where none presently exist; and

WHEREAS, the Citrus Sertoma Club strives to increase public understanding of its importance of human communication; and

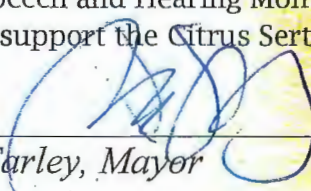
WHEREAS, the Citrus Sertoma Club Members are appreciative of the financial support given by the citizens of Citrus County; and

WHEREAS, the Citrus Sertoma Club, through its funding its fund raising efforts, aim to help its share of our nation's 50 million persons of all ages with communication disorders; and

WHEREAS, the City Council wishes to endorse the efforts of the Citrus Sertoma Club in their goals to help people in the speech and hearing field.

NOW, THEREFORE, BE IT RESOLVED by Mayor Jim Farley of City of Crystal River, Florida, in do hereby proclaim that the Month of May on this 14th day of May, 2018 of as follows:

The month of May, 2018, is hereby proclaimed to be "Better Speech and Hearing Month", in Crystal River, and all its citizens are urged to take time out to support the Citrus Sertoma Clubs efforts and goals.



Jim Farley, Mayor

Attest:



City Clerk



Proclamation

To recognize National Police Week 2018 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Citrus County Sheriff's Office;

WHEREAS, there have been 58,627 assaults against law enforcement officers in 2016, resulting in approximately 16,677 injuries;

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including two members of the Citrus County Sheriff's Office;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, 360 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 129 officers killed in 2017 and 231 officers killed in previous years;


WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 30th Annual Candlelight Vigil, on the evening of May 13, 2018;

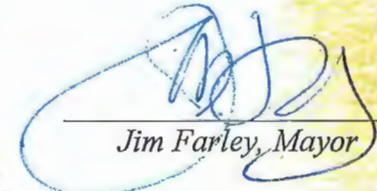
WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 13-19; NOTE: Because May 13, 2018 falls on a Sunday, some events will take place before the official dates of police week 2018.

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half staff;

THEREFORE, BE IT RESOLVED that the City Council formally designates May 13-19, 2018, as Police Week in the City of Crystal River, Florida and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Attest:


Mia Fink, City Clerk


Jim Farley, Mayor



City of Crystal River



Minutes from the
Budget Workshop held
Monday, March 29th, 2018
@ 1:00 p.m.



**Minutes of the
Crystal River City Council
Budget Workshop
Thursday, March 29, 2018 1:00 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

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

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

Council Absent: None

Staff Present: City Manager Dave Burnell, City Clerk Fink, Finance Director Michelle Russell, Fire Chief Jack Dumas, and Planning and Development Services Assistant Jeanette Rehbarg.

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

2. PRESENTATION

A. Presentation of draft budget for Fiscal Year 2019

City Manager Burnell began review the General Fund portion of the City Budget document, noting potential for unanticipated improvement expenditures. Discussion was also held regarding recent meeting with "Michigan Town" residents, issues related to commercial kayak rentals in city parks including Hunter Springs Park and potential utilization of Kings Bay Park and dock leasing for local fishing guides. Potential projects for Kings Bay Park including dredging and fish cleaning table installation were also touched on.

City Manager Burnell continued to review the Revenue and Expenditure Forecast for 2019, noting two additional positions requested by Public Works to cover additional upkeep of beautification projects, noting that the mill rate is unaffected by any budget proposals presented.

Discussion was held regarding utilization of parking revenues, during which Ms. Russell clarified that parking revenues are expended on items including enforcement staffing and a park renewal and replacement fund. Discussion was also held regarding a CRA funded Public Works position, request for new equipment and ongoing public input that will determine further revisions to the draft budget, along with potential FRS rate changes.

City Manager Burnell also spoke on request for an in-house Building Official, a currently contracted position, during which Council member Holmes suggested cost-sharing strategies through a county partnership.

Discussion was then held regarding ongoing Main Street funding sources with City Manager Burnell noting the apportionment model of equal parts private, public and fundraising sources and Mayor Farley noting an upcoming meeting with Main Street staff.

Discussion was then held regarding CRA funding and the impact of investment in the CRA area, noting the correlation between increased values and TIFF funding increase. Council also touched on Council member committee assignments and protocol for meeting representation.

City Manager Burnell continued to review Revenue Expenditure Forecast for 2019, noting inclusion of two new Public Works positions. Discussion was then held regarding hurricane preparation, including purchase of additional barricades, signage and storage. Ms. Russell addressed questions regarding FEMA reimbursements, which are placed back into general fund, and City Manager Burnell addressed questions regarding Water and Sewer reserves, totaling approximately 4 million. Mr. Burnell also noted that pay increases would not be addressed until revenue amount from the P.A. is determined, with no millage increase.

Discussion was held regarding the millage rate, past decisions to reimburse a portion of city taxation to residents and reasons and potential outcomes for modifying the existing millage rate. City Manager Burnell also noted some recent and upcoming meetings with community members which may result in proposed projects. Council member Gudis noted his fiscal conservatism and spoke in favor of an even steady tax rate.

City Manager Burnell noted that capital equipment purchases related to Fire Department will be updated and Fire Chief Jack Dumas addressed questions regarding current staffing levels and call volumes, noting a positive forecast with a steady stream of new recruits. Brief discussion was also held regarding renewal and replacement and potential need for ladder truck.

Council member Holmes briefly touched on upcoming negotiations with CCSO for the 2018-2019 Law Enforcement Services contract. Council discussion was then held regarding law enforcement service improvements, cost, activities and relations with community.

City Manager Burnell then provided an overview of the Waterfronts Department budget, noting sources of increased revenues, including parking, code enforcement and business licensing and need for some additional boating equipment. Discussion was also held regarding potential reorganization of the department, dependent on outcome of Three Sisters Springs management decision.

Discussion was then held regarding the marketing budget as it related to the Special Events Coordinator, with City manager Burnell noting benefits of recent changes related to the position, and addressing questions regarding the how the position is structured. Council member Holmes requested more detailed position descriptions in future budget documents. Further Council discussion was held regarding the Special Events Coordinator position, desire for more frequent series events such as Music Under the Stars, compensation structure and challenges related to events, including weather and promotional funding.

City Manager Burnell made note of a funding request for tree removal and discussion was held regarding the city's tree inventory. Further discussion was held regarding various capital funding items, including an automatic gate for the Public Works shop facility, stump grinder and street sweeper. City manager Burnell also provided an overview of the Water and Sewer Fund status, noting increased revenues, and upcoming expansion project.

Discussion was then held regarding the CRA budget, with City Manager Burnell noting inclusion of Riverwalk, improved signage and painting, upcoming parcel purchase, splash park, and creative playground replacement.

Discussion was then held regarding then held regarding the Three Sisters Springs budget, noting revenues and carry over amount of approximately \$500,000, capacity to continue management of daily operations of the site. City Manager Burnell briefly touched on the status of reserves and offered to address any Council questions, which there were none.

4. PUBLIC INPUT

There was none.

5. ADJOURNMENT

Mayor Farley adjourned the meeting at 2:42 p.m.

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: May 14, 2018

Agenda Item Number: 5B

Requested Motion: Motion to approve the waiver of open container request for the music under the stars event on June 23, 2018.

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

Staff Recommendation: Staff recommends approval.

Funding Information:

Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department

City Manager

City Attorney (if applicable)

Attachments:

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: May 14, 2018

Agenda Item Number: 5C

Requested Motion: Motion to approve waiver of open container and road closure for the Old-Fashioned 4th of July event.

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

Staff Recommendation: Staff recommends approval

Funding Information:

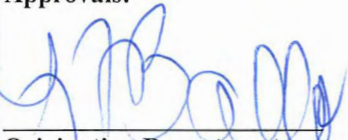
Project Cost:

Funding Source:


Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Road closure request and road closure map

Council Action:

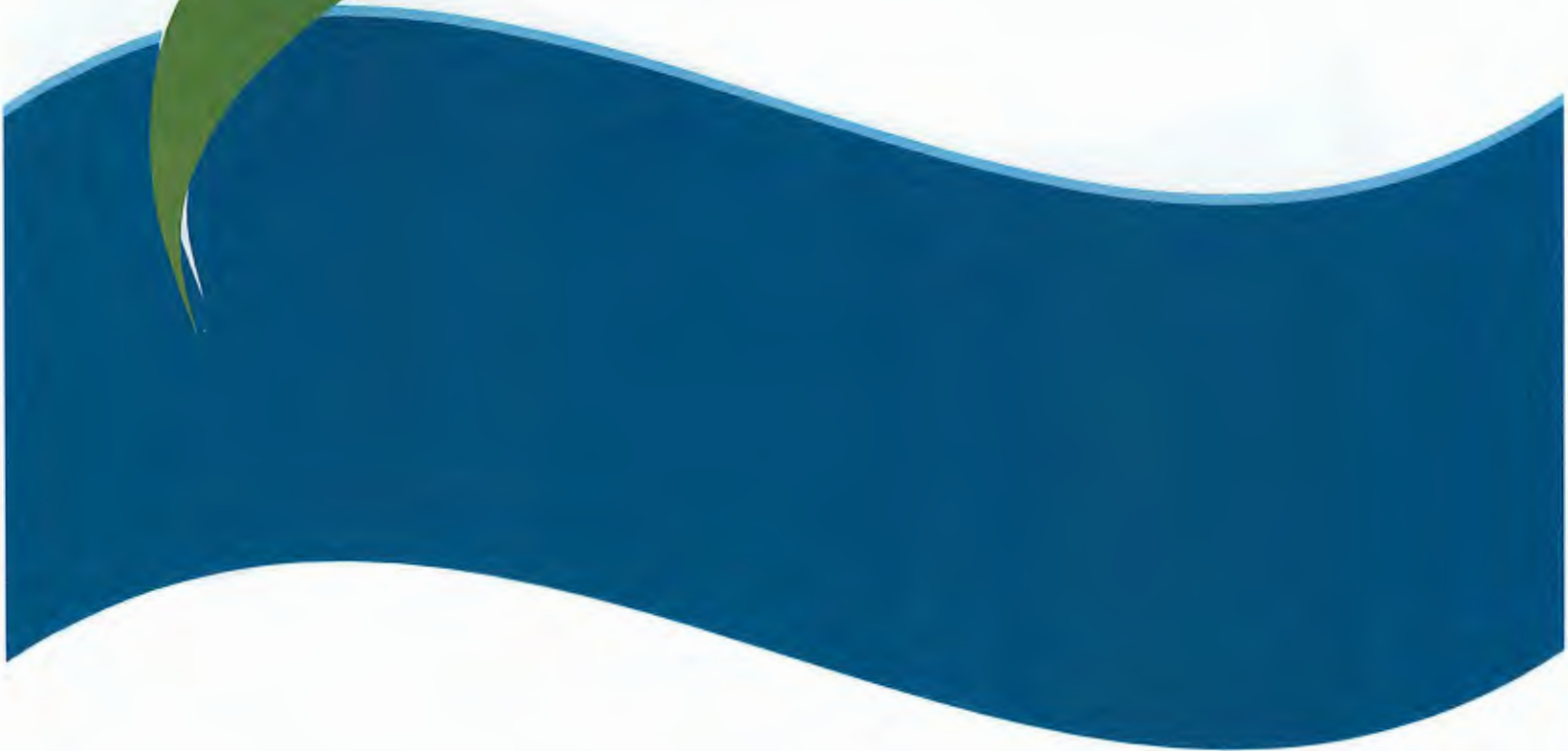
Approved _____ Denied _____ Deferred _____ Other _____



CITY OF CRYSTAL RIVER

Special Event Permit

Road Closure &
Signage Request Form



CONTACT INFORMATION		
EVENT NAME	Old-Fashioned 4th of July	
EVENT DATE	Wednesday, July 4th, 2018	
EVENT TIMES	5:00-10:00pm	
ORGANIZATION NAME	Special Events Department	
CONTACT PERSON	Leslie Bollin	
TITLE	Special Events Coordinator	
ADDRESS	123 NW Highway 19 Crystal River, FL 34428	
PHONE NUMBER(S)	352.795.4216 x 316	
E-MAIL ADDRESS(ES)	lbollin@crystalriverfl.org	lbollin@crystalriverfl.org

ROAD CLOSURE INFORMATION					
DATES OF CLOSURES	Tuesday, July 3, 2018		Wednesday, July 4, 2018		
	From		From		From
TIMES OF CLOSURES	9:00pm	11:59pm	12:00am	11:30pm	
<i>Include set up and breakdown in dates and times</i>					
REQUESTED ROAD #1	NW 3rd Street				
START	Bay Path				
END	Dead End				
REQUESTED ROAD #2					
START					
END					
REQUESTED ROAD #3					
START					
END					

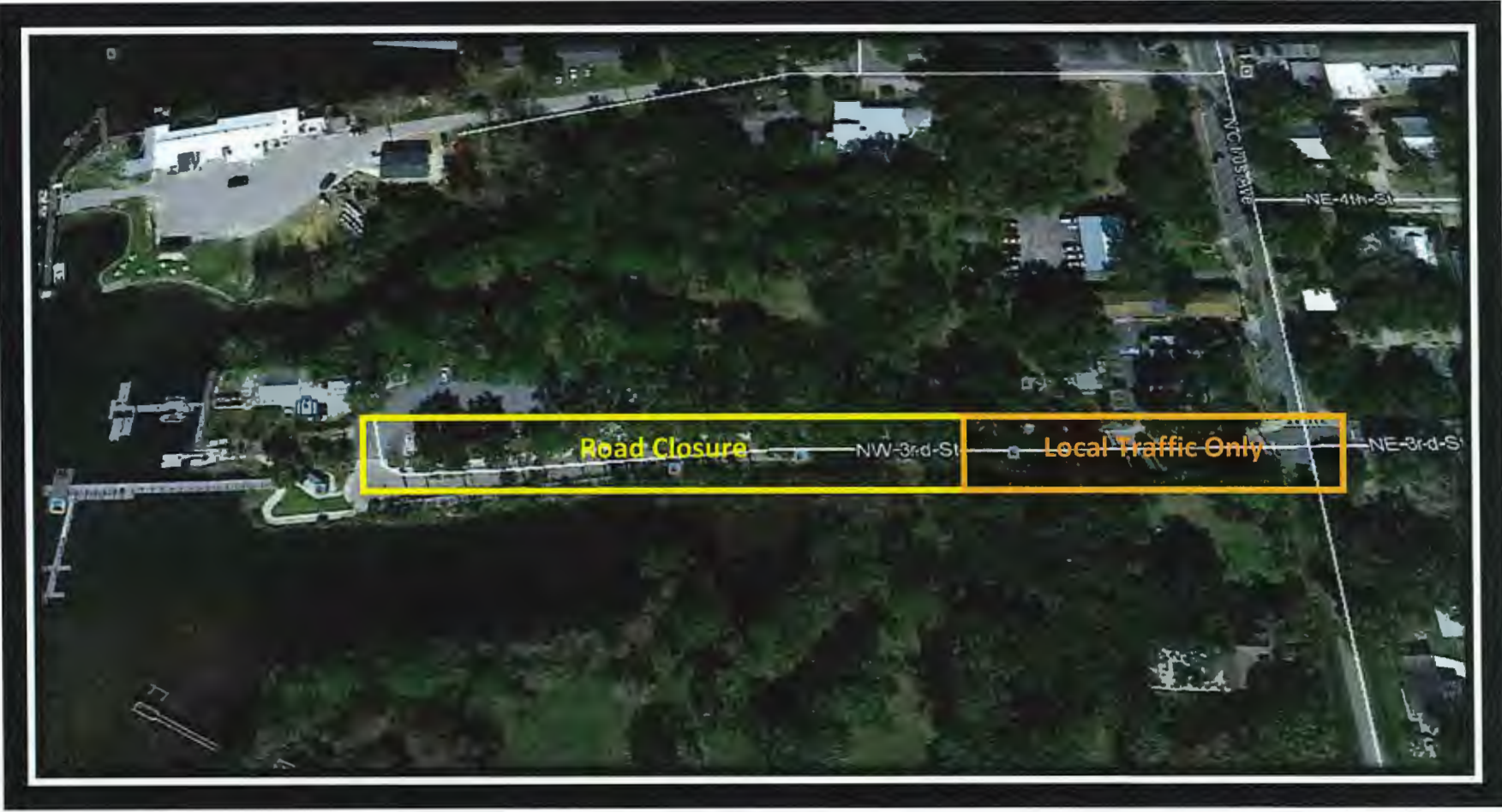
Road closure requests must be submitted with special events permit and are approved when special event permit is approved by The City of Crystal River Council.

CITY SIGNAGE REQUEST

Sign #1	None
# Requested	
Location(s)	
Sign #2	
# Requested	
Location(s)	
Sign #3	
# Requested	
Location(s)	
Sign #4	
# Requested	
Location(s)	

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

4th of July
Road Closure Request Map



CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: May 14, 2017

Agenda Item Number: 7A

Requested Motion: Motion to approve Ordinance No. 18-O-06 amending Chapter 4, Section 4.04.02 of the Land Development Code eliminating the 2 Acre minimum requirement for Planned Unit Developments on first reading and setting a public hearing for May 29, 2018.

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

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

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

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

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

Staff Recommendation: Approval

Funding Information:

Project Cost:

Funding Source:


Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Ordinance No. 18-O-06

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

ORDINANCE NO. 18-O-06

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

WHEREAS, the City Council of the City of Crystal River, Florida recognizes the need to update and revise the City's Land Development Code relative to the regulation of Planned Unit Developments (PUD's; and

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

WHEREAS, in accordance with the law, the proposed amendment was required to be reviewed by the City's Local Planning Agency at a duly advertised meeting, scheduled on May 3, 2018; and

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

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

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

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

SECTION 1. PURPOSE.

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

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

SECTION 2. AUTHORITY.

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

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

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

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

SECTION 3. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 4. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon passage.

ATTEST:

CITY OF CRYSTAL RIVER

MIA FINK, CITY CLERK

JIM FARLEY, MAYOR

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Brown _____

Gudis: _____

Holmes: _____

Farley _____

Fitzpatrick _____

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: May 14, 2018

Agenda Item Number: 9A

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

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

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

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

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

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

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

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

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

Staff Recommendation: Award a three-year continuing services contract for paving services to Pave-Rite, Inc.

Funding Information: N/A

Finance Department Approval: _____

Approvals:

Originating Department



City Manager

City Attorney (if applicable)

- Attachments:**
- 1) Pave-Rite, Inc. Price Proposal
 - 2) Notice of Award
 - 3) Agreement

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

CONTINUING CONTRACT FOR PAVING AND RELATED SERVICES (FY2018 - FY2021)
City of Crystal River Bid No. 18-B-01
PRICE PROPOSAL

GROUP 1	QUANTITY 0 - 125 SY	UNIT	UNIT PRICE
1.1	PRIME/TACK COAT	SY	\$2.15
1.2	4" LIMEROCK OR CRUSHED CONCRETE BASE, COMPACTED	SY	\$16.24
1.3	6" LIMEROCK OR CRUSHED CONCRETE BASE, COMPACTED	SY	\$21.51
1.4	8" LIMEROCK OR CRUSHED CONCRETE BASE, COMPACTED	SY	\$25.67
1.5	1" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$20.53
1.6	1-1/2" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$23.07
1.7	2" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$30.21
1.8	BAHAI SOD (Place green side up)	SY	\$9.99
1.9	ST. AUGUSTINE (FLORITAM) SOD	SY	\$14.84
1.10	PAVEMENT PREPARATION (Sweeping, clearing edges, etc.)	SY	\$5.15
1.11	LEVELING COURSE	TN	\$181.44
1.12	ADJUST MANHOLE COVER (FURNISH RINGS IF NECESSARY)	EA	\$154.58
1.13	ADJUST VALVE BOXES (FURNISH RISERS IF NECESSARY)	EA	\$51.23
1.14	1/2" MILLING (INCLUDES BUTT JOINTS)	SY	\$17.34
1.15	SEAL COATING PARKING LOTS (Two Coats)	SY	\$4.80
	SUBTOTAL GROUP 1 =		\$578.75
1.16	MOBILIZATION	LS	\$1,015.92
1.17	MAINTENANCE OF TRAFFIC	DAY	\$565.71
	TOTAL GROUP 1 =		\$2,160.38
GROUP 2	QUANTITY 126 - 1,000 SY	UNIT	UNIT PRICE
2.1	PRIME/TACK COAT	SY	\$0.79
2.2	4" LIMEROCK OR CRUSHED CONCRETE BASE; COMPACTED	SY	\$9.65
2.3	6" LIMEROCK OR CRUSHED CONCRETE BASE, COMPACTED	SY	\$12.49
2.4	8" LIMEROCK OR CRUSHED CONCRETE BASE, COMPACTED	SY	\$16.76
2.5	1" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$8.93
2.6	1-1/2" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$11.42
2.7	2" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$14.38
2.8	BAHAI SOD (Place green side up)	SY	\$2.63
2.9	ST. AUGUSTINE (FLORITAM) SOD	SY	\$7.17
2.10	PAVEMENT PREPARATION (Sweeping, clearing edges, etc.)	SY	\$1.93
2.11	LEVELING COURSE	TN	\$149.56
2.12	ADJUST MANHOLE COVER (FURNISH RINGS IF NECESSARY)	EA	\$154.58
2.13	ADJUST VALVE BOXES (FURNISH RISERS IF NECESSARY)	EA	\$51.23

GROUP 2	QUANTITY 126 - 1,000 SY (Continued)	UNIT	UNIT PRICE
2.14	1/2" MILLING (INCLUDES BUTT JOINTS)	SY	\$11.33
2.15	SEAL COATING (Two Coats)	SY	\$1.38
SUBTOTAL GROUP 2 =			\$454.23
2.16	MOBILIZATION	LS	\$1,012.02
2.17	MAINTENANCE OF TRAFFIC	DAY	\$624.23
TOTAL GROUP 2 =			\$2,090.48
GROUP 3	QUANTITY OVER 1,000 SY	UNIT	UNIT PRICE
3.1	PRIME/TACK COAT	SY	\$0.67
3.2	4" LIMEROCK OR CRUSHED CONCRETE BASE; COMPACTED	SY	\$8.19
3.3	6" LIMEROCK OR CRUSHED CONCRETE BASE, COMPACTED	SY	\$10.47
3.4	8" LIMEROCK OR CRUSHED CONCRETE BASE, COMPACTED	SY	\$13.26
3.5	1" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$7.22
3.6	1-1/2" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$10.11
3.7	2" ASPHALTIC CONCRETE TYPE SP-9.5	SY	\$12.84
3.8	BAHAI SOD (Place green side up)	SY	\$2.44
3.9	ST. AUGUSTINE (FLORITAM) SOD	SY	\$6.60
3.10	PAVEMENT PREPARATION (Sweeping, clearing edges, etc.)	SY	\$0.97
3.11	LEVELING COURSE	TN	\$114.17
3.12	ADJUST MANHOLE COVER (FURNISH RINGS IF NECESSARY)	EA	\$154.58
3.13	ADJUST VALVE BOXES (FURNISH RISERS IF NECESSARY)	EA	\$51.23
3.14	1/2" MILLING (INCLUDES BUTT JOINTS)	SY	\$5.36
3.15	SEAL COATING (Two Coats)	SY	\$1.40
3.16	STREET AND/OR PARKING LOT SWEEPING	SY	\$0.74
3.17	FULL DEPTH RECLAMATION (10" Maximum Depth)	SY	\$3.92
SUBTOTAL GROUP 3 =			\$404.17
3.18	MOBILIZATION	LS	\$1,012.02
3.19	MAINTENANCE OF TRAFFIC	DAY	\$682.76
TOTAL GROUP 3 =			\$2,098.95

Materials and workmanship shall conform to Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July 2018 and FDOT Design Standards, FY 2017-18

Include the cost of a one-year warranty period in the unit prices.

NOTICE OF AWARD

**TO: Pave-Rite, Inc.
 3411 W. Crigger Ct.
 Lecanto, FL 34461**

**PROJECT: CONTINUING CONTRACT FOR PAVING AND RELATED SERVICES
(FY2018 – FY2021) SOLICITATION. 18-B-01**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of:

Group 1: \$2,160.38 Group 2: \$2,090.48 Group 3: \$2,098.95

You are required by the INFORMATION FOR BIDDER'S to furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2018

**City of Crystal River
OWNER**

By: _____
Name: Jim Farley, Mayor

Attest: _____
 Mia Fink, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by: **Pave-Rite, Inc.**

This the _____ day of _____ 2018

By: _____

Title: _____

--- END OF NOTICE OF AWARD ---

AGREEMENT

THIS AGREEMENT (the "AGREEMENT"), is made this _____ day of 2018, by and between the City of Crystal River HEREINAFTER CALLED "CITY" or "OWNER" AND **Pave-Rite, Inc. doing business as a Florida Corporation hereinafter called "CONTRACTOR", for the CONTINUING CONTRACT FOR PAVING AND RELATED SERVICES (FY2018 – FY2021) SOLICITATION NO. 18-B-01**

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned:

1. CONTRACTOR shall perform all work and furnish all necessary labor, equipment, material, delivery and transportation for the **CONTINUING CONTRACT FOR PAVING AND RELATED SERVICES (FY2018 – FY2021) SOLICITATION NO. 18-B-01**
2. The CONTRACTOR will commence the work required by CITY within twenty-one (21) days of receiving a Notice to Proceed on an individual project, and work continuously in good faith to complete the project as expeditiously as possible.
3. The CONTRACTOR shall perform all work tasks in accordance with regulatory permits and exemptions obtained specific to a project.
4. The OWNER reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the bid unit prices. OWNER shall be responsible for any price increases associated with such changes, and shall be entitled to any credits associated with same. No additional costs or expenses can be incurred without a signed change order.
5. The term of this Agreement shall begin on the date of execution and continue until May, 2021 or as otherwise terminated as set forth herein.
6. The OWNER shall pay the CONTRACTOR in a manner and at such times as set forth herein, in such amounts as required by the CONTRACT DOCUMENTS. Prior to the release of any payment, CONTRACTOR shall submit a pay application certifying the percentage of work completed. OWNER's approval and signature on pay applications shall be required prior to payment. Upon approval, payment to the CONTRACTOR shall be made within 30 days of each pay application. A 10% retainage shall apply to all pay applications; the final pay application will strictly be a request to release the retainage.

7. The term "CONTRACT DOCUMENTS" means and includes the following:

- a. BID FORM (complete with sworn statements and attachments)
- b. Bid Addenda
- c. Notice to Proceed form
- d. Change Order form
- e. This Agreement and all Exhibits to same

8. The OWNER reserves the right to immediately cancel or annul, either in whole or in part, any portion of this Agreement due to any failure or default (as defined herein) on the part of the CONTRACTOR to carry out any obligation, term, or condition, under this Agreement. In the event of any such failure or default, the CITY will issue a written Notice of Default, and if CONTRACTOR does not rectify such failure or default within ten (10) days of receipt of said notice, then the OWNER shall serve the CONTRACTOR with a written Notice of Termination, which shall be effective immediately. Default shall be considered to be any act or failure to act on the part of the CONTRACTOR including, but not limited to, any of the following:

The CONTRACTOR provides material that does not meet the specifications of the Agreement;

The CONTRACTOR fails to adequately perform the services set forth in the specifications of the Agreement;

The CONTRACTOR fails to complete the work required or furnish the materials required within the time stipulated in the Agreement.

9. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, chemical spills, war, riot, lockouts, and other industrial disturbances, sabotage, fire loss of or failure to obtain permits by OWNER; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
10. During the performance of the Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on- the-job training.

11. CONTRACTOR, on its behalf and its affiliates, agrees and affirms that it has not been placed on the convicted CONTRACTOR list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted CONTRACTOR list.
12. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

City of Crystal River
123 NW HWY 19
Crystal River, FL 34428

Contact Person: Beau Keene, Public Works Director
Email: bkeene@crystalriverfl.org
PH: 352-795-4216 FAX: 352-795-6351

With a copy to: tkrim@crystalriverfl.org

13. This Agreement is binding upon all parties hereto, as well as their respective heirs, executors, administrators, successors, and assigns.
14. The Contract Documents that comprise the entire Agreement between the CITY and CONTRACTOR are made a part hereof, and are incorporated herein by reference. There are no contract documents other than those listed in Paragraph 7 above. If there are any conflicts between the terms of this Agreement and the contract documents, the terms of this Agreement shall control over the terms of the contract documents and shall take precedence over same.
15. **INDEPENDENT CONTRACTOR:** CONTRACTOR'S relationship to the CITY in the performance of this Agreement is that of an independent CONTRACTOR. CONTRACTOR'S full time employees shall at all times be under CONTRACTOR'S exclusive direction and control and will be employees or agents of CONTRACTOR. CONTRACTOR shall pay, and be solely responsible for all wages, salaries, and other amounts due its personnel in connection with this Agreement and shall be responsible for all reports and obligations respecting them including, but not limited to, social security, income tax withholding,

unemployment compensation, workers' compensation and similar matters. The parties acknowledge that the primary purpose of this Agreement is for CONTRACTOR to provide and CITY to obtain the services of CONTRACTOR and that all other provisions of this Agreement are ancillary to that primary purpose.

16. **OBLIGATION TO INDEMNIFY:** CONTRACTOR shall, upon demand, indemnify, defend and hold harmless the CITY, its affiliates and their officers, directors, employees and agents, its affiliates and their officers, directors, employees and agents (collectively, the "Indemnified Parties") from and against, any and all damages, fines, penalties, deficiencies, losses and expenses (including without limitation interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment including, without limitation, those related to seeking indemnification under this Section) (collectively, "Losses") suffered, incurred or sustained by any of the Indemnified Parties or to which any of the Indemnified Parties become subject, resulting from, arising out of or relating to:
 - a. CONTRACTOR'S breach of any covenant, agreement, representation or warranty contained in this Agreement; any claim by any third party that any intellectual property provided by CONTRACTOR in performing any services is libelous, infringes any copyright, including common law copyright, or interest in literary property, or patent, trademark or service mark, or violates any right of privacy or right of publicity, or constitutes unfair competition or misappropriation, or is otherwise unlawful or in violation of any third party rights; and any act or omission of CONTRACTOR in any way related to this Agreement; and claim for property damage or personal injury, including death, arising out of or relating to CONTRACTOR's performance under this Agreement.
 - b. CONTRACTOR'S obligations under this section do not apply to those damages, fines, penalties, deficiencies, losses and expenses resulting from, arising out of, or related to the CITY's negligence or wrongful acts or omission.
17. **SOVEREIGN IMMUNITY** CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the doctrine of sovereign immunity or operation of law.

18. **INSURANCE POLICIES** CONTRACTOR shall maintain for claims arising under the Agreement (i) worker's compensation and employer's liability insurance affording protection under the workers' compensation law of the states(s) in which services are to be performed, or containing an all-states endorsement, in the amounts required under applicable law, and (ii) comprehensive general liability insurance written on an occurrence basis, for bodily injury in the amounts of not less than \$2,000,000 per person and \$2,000,000 annual aggregate, ("General Liability Insurance"), and (iii) auto liability on all owned, non-owned and hired vehicles for third party bodily injury (including death) in an amount of not less than \$2,000,000 per occurrence (collectively, the "Insurance"). Such policies of insurance shall be procured from insurance companies rated A-VIII or better by the then current edition of Best's Insurance reports published by A.M. Best Co. The General Liability Insurance must include (i) products and completed operations liability coverage; and (ii) contractual liability coverage for the liabilities assumed by CONTRACTOR under this Agreement. CONTRACTOR shall self-insure for all property damage claims related to property in the care, custody and control of CONTRACTOR.

- a. Endorsements. The Insurance shall (i) name the CITY as an additional insured for claims arising under this Agreement, including without limitation, as an insured with respect to third party claims or actions brought directly against the CITY or against the CITY and CONTRACTOR as co-defendants and arising out of this agreement; (ii) contain a provision that the CITY, although named as an insured, shall nonetheless be entitled to recovery for any loss suffered by the CITY as a result of CONTRACTOR's negligence; and CONTRACTOR shall provide the CITY with insurance certificates evidencing the required coverage concurrently with the execution of this Agreement and upon each renewal of such policies thereafter, including a provision requiring the insurer to provide the CITY with not less than thirty (30) days prior written notice of any material change, cancellation or non-renewal coverage.
- b. Commencement. CONTRACTOR shall not commence performing services and/or providing materials unless and until it has purchased all insurance required by this Section, such insurance is in force, and the CITY has notified CONTRACTOR that the CITY has received evidence of the purchase of such insurance in form and substance acceptable to the CITY.

19. **E-VERIFY REQUIREMENTS.**

Federal E-Verify Requirements. CONTRACTOR shall comply with the requirements of Executive Order 13465, and its implementing rule 48 FAR §22.1800, as may be amended. CONTRACTOR shall enroll as a federal CONTRACTOR in the U.S. Department of Homeland Security's E-Verify System (E-Verify System) and shall use the E-Verify System to verify the employment eligibility of: (a) all new hires

working in the United States, except that the CONTRACTOR may choose to verify only new hires assigned to the contract if the CONTRACTOR is:

- (i) an institution of higher education (as defined at 20 U.S.C. 1001(a));
- (ii) a State or local government or the government of a Federally recognized Indian tribe; or
- (iii) A surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond; and (b) use E-Verify to verify employment eligibility of all employees assigned to the Agreement.

- b. *Florida E-Verify Requirements.* CONTRACTOR shall comply with the requirements of State of Florida Executive Order 11-12 and shall use the E-Verify System to verify the employment eligibility of: (a) all persons employed during the contract term by the CONTRACTOR to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the CONTRACTOR to perform work pursuant to the contract with CITY.

20. **PUBLIC RECORDS REQUIREMENTS:** CONTRACTOR acknowledges that it is required to comply with Florida Statute §1 19.0701(b) Specifically, CONTRACTOR is required to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the

information technology systems of the public agency.

21. **GOVERNING LAW:** All questions, issues or disputes arising out of or under this contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by the parties to be in Citrus County, Florida, and Federal jurisdiction is hereby agreed by the parties to be in the Middle OWNER of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this contract.

22. **IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

City of Crystal River (OWNER)

By: _____
Name: Jim Farley, Mayor

Attest:

By: _____

Date: _____

Name: Mia Fink,
City Clerk

CONTRACTOR

Approved as to Form:

By: _____

George G. Angeliadis,
City Attorney

Title: _____

Name: _____

Date: _____

--- END OF AGREEMENT ---

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: May 14, 2018

Agenda Item Number: 9B

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

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

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

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

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

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

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

Funding Information:

Project Cost: \$ 60,000.00 (Not to Exceed)
Funding Source: 301-31539-62000-17-11 (General Fund CIP - City Hall Rebuild)
Amount Available: \$ 250,000.00

Finance Department Approval:



Approvals:


_____ **Public Works Department**


_____ **City Manager**

_____ **City Attorney (if applicable)**

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

Harry M. Long, Jr., PE
Alexander M. Long, AIA
Paul E. Wieczorek, PE
Paul W. Portal, AIA
Travis G. Steed, AIA
Kevin M. Bynum, PE

April 20, 2018

Mr. Jack Dumas
Assistant Public Works Director
123 NW Highway 19
Crystal River, FL 34428

**RE: MULTIPLE SITE ASSESSMENT, PROGRAMMING & MASTER PLANNING
A/E FEE PROPOSAL**

Dear Mr. Dumas,

Thank you for the opportunity to be of service. Pursuant to your request we are submitting a proposal to develop a new City Hall facility on a site to be selected through this assessment and planning process.

We recommend a process that would require a series of steps to be accomplished one at a time so that a consensus can be built and proper planning and budgeting is completed before moving on to the next sequential step, as outlined in our interview and project kick-off meetings with City Staff.

To develop a Master Plan for your facility, we typically base our efforts at this stage on our standard hourly rates with a not to exceed amount, which we use as an upset limit. If our work effort reaches this limit due to scope of work changes or added information and options are necessary, we would notify you accordingly to discuss how best to proceed or request an increase in the amount as further work as may be required. We would propose a Not to Exceed amount of \$60,000.00. We will invoice you monthly and keep you up to date with the effort expended. Should we approach that number prior to a 60% Master Plan Submittal, we would notify you accordingly to discuss how best to proceed or request an increase in the amount if required.

Should other outside services be required, like a site survey or environmental services, we will discuss with you our needs approach and solicit multiple appropriate proposals for the work, and submit them to you for prior approval with a 10% mark up to cover our administrative costs.

Thank you for the opportunity to be of service. We have attached our standard hourly rates and fee estimates for your consideration and we look forward to working with you. If this proposal is acceptable, please issue a Purchase Order for the Project.

Sincerely,

LONG & ASSOCIATES
ARCHITECTS/ENGINEERS, INC.

Paul W. Portal, AIA, LEED AP
Vice President of Architecture



PWP/er

Attachments: Standard Hourly Rates
Fee Estimate

Harry M. Long, Jr., PE
Alexander M. Long, AIA
Paul E. Wieczorek, PE
Paul W. Portal, AIA
Travis G. Steed, AIA
Kevin M. Bynum, PE

2018 HOURLY FEE SCHEDULE

PRINCIPAL IN CHARGE	\$165.00
PROJECT MANAGER – ARCHITECT	\$140.00
PROJECT MANAGER – ENGINEER (STRUCTURAL/MECHANICAL/ELECTRICAL/CIVIL)	\$135.00
PROJECT ARCHITECT/ENGINEER (REGISTERED)	\$115.00
DESIGN ARCHITECT/ENGINEER (GRADUATE)	\$ 95.00
DESIGN TECHNICIAN	\$ 75.00
CLERICAL	\$ 55.00

All reimbursable expenses will be billed at cost x 1.1.

PROFESSIONAL SERVICES FEES

Crystal River New City Hall Master Plan

FIELD INVESTIGATION / SITE REVIEW \$ 9,330
3 Sites

Principal Architect	24 MH	\$ 150	\$ 3,600
Civil Engineer	24 MH	\$ 135	\$ 3,240
Intern Engineer	24 MH	\$ 90	\$ 2,160
Admin Support	6 MH	\$ 55	\$ 330

LIMITED SCOPE MEASURED DRAWINGS \$ 5,270
3 sites

Intern Engineer	24 MH	\$ 90	\$ 2,160
CADD Tech	40 MH	\$ 75	\$ 3,000
Admin Support	2 MH	\$ 55	\$ 110

REVIEW MEETINGS 8 TOTAL \$ 15,200

Principal Architect	40 MH	\$ 150	\$ 6,000
Intern Architect	40 MH	\$ 90	\$ 3,600
Intern Designer	40 MH	\$ 75	\$ 3,000
Civil Engineer	16 MH	\$ 135	\$ 2,160
Admin Support	8 MH	\$ 55	\$ 440

PROGRAM & MASTER PLAN DEVELOPMENT \$ 27,440

Principal Architect	80 MH	\$ 150	\$ 12,000
Intern Architect	80 MH	\$ 90	\$ 7,200
Intern Designer	40 MH	\$ 75	\$ 3,000
Civil Engineer	16 MH	\$ 135	\$ 2,160
Intern Engineer	16 MH	\$ 90	\$ 1,440
CADD Tech	16 MH	\$ 75	\$ 1,200
Admin Support	8 MH	\$ 55	\$ 440

TOTAL MASTER PLAN PHASE FEES \$ 57,240

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: May 14, 2018

Agenda Item Number: 9C

Requested Motion: Motion to approve a proposal to DEO requesting for the 2018 Competitive Florida Partnership Grant.

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

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

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

Staff Recommendation: Approval

Funding Information:

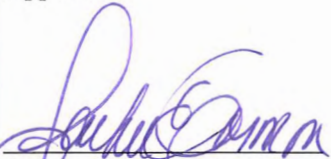
Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Proposal

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____

Community Planning Technical Assistance Grant Application

2018 Bayside Complete Streets Study





City of Crystal River

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

May 7, 2018

VIA EMAIL

Julie A. Dennis, Director
Division of Community Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399-4120

RE: Request for Community Planning Technical Assistance Grant Funding -
2018 Bayside Complete Streets Study.

Dear Ms. Dennis,

The City of Crystal River has been making major investments in the CRA District, specifically a two phase Riverwalk Project. City staff has started what is called the Bayside Master Plan trying to integrate the Riverwalk with existing community assets to maximize public investment and promote private investment.

Currently the growth of tourism has stressed the current public infrastructure. The City's strengths from our partners Main Street, Save Crystal River, Citrus County TDC and Crystal River Area Council, our active community partners working together in cleaning the water bottoms of Kings Bay, restoring historical structures and working to get buy in from residents and business owners. However, we have challenges that are vital for the success of our downtown Bayside Redevelopment. These challenges include:

- Connectivity from City Park to City Park (Hunter Springs Park with Kings Bay Park to the Riverwalk entrance)
- Connectivity of the Cross Town Trail to the Riverwalk Entrance off of US 19
- Limited public access to the water
- Limited Parking for businesses and recreation
- Providing access to waterfronts (multi-model)
- Identifying safe crossings from Bayside area across US 19 to Heritage area)
- Providing solutions to parking issues at "Michigan Town", a residential neighborhood adjacent to a popular waterfront park (Hunter Spring's Park)

Scope of Work: A Multimodal Complete Streets program would be desirable since the street designs are for everyone and are designed and operated to enable safe access for

all users including pedestrians, bicyclists, and motorists of all ages and abilities. The City lacks the technical skill sets to drive home an approvable plan to improve the quality of life for its citizens and better reflect the assets of the City to tourists

The City is requesting a study that would produce a Multimodal traffic circulation master plan based on Complete Streets design criteria that would support the activities identified in the Bayside Master Plan.

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

Project Deadline: Work must be completed and invoiced within 90 -120 days of award. No exceptions.

Budget: Estimated at \$40,000. The City currently has annual contracts with several consultants and would select the consultant with the best intermodal qualifications to perform this work.

Project Governance: A Steering Committee will be established, comprised of City staff, (City Manager, Planning, and Engineering) plus relevant stakeholders (Main Street and the Tourist Development Council). A Project Coordinator will be designated to facilitate the study process, including chairing the Steering Committee; serving as point person for the RFP process, consultant, media, government & public relations and web & social media presence. The consultant will report to the Project Coordinator in conjunction with the Steering Committee.

Task Examples:

- A Public meeting to share issues, opportunities, interests and concerns
- Incorporate, and possibly improve, existing studies and plans, as appropriate
- Traffic counts and capacity analysis
- Parking utilization and capacity analysis
- Gathering existing conditions, travel patterns and data
- Developing alternative design, regulatory or policy solutions, analyzing relative benefits and disadvantages
- Draft of the Design Plan
- Holding a public workshop before the City Council/Community Redevelopment Agency to review possible solutions
- Final plan

Note: The tasks listed above are examples. The prospective consultant is encouraged to expand upon these with bidder-initiated concepts and creativity to advance project

goals listed below. Because the dollar value of the award is fixed, a high emphasis will be placed on presentation of a compelling and credible concept, scope of work, work plan to produce all project deliverables within the schedule, which are non-negotiable. The City, within affordability, will expend any additional funds to complete the task if required.

Project Goals:

The complete streets plan should include the following throughout the entire Study Area:

- An integrated network of sidewalks and well-designed crosswalks
- Protect sidewalks from encroachment by vehicles at places, for example, around our parks
- A continuous bicycle/pedestrian lane, protected from moving and parked vehicles. Lane can be on street or off street as appropriate.
- Identified areas for short and long-term additional parking focusing on the residential in fill areas.
- Emphasis on "quick build" techniques to minimize construction time and cost
- Strategies to deal with parking that may need adjusting to make space for pedestrian/bicycle lanes
- Strategies for public engagement and marketing to advance design and construction
- Exhibit consistency to officially approve the Bayside Master Plan
- Integration with the Bayside Master Plan

Thank you for the opportunity to apply for this grant. Please let us know if we can provide any further information.

Sincerely,



Dave Burnell, City Manager

5/17/18

C: Jackie Gorman, Director of Planning & Community Development
Beau Keene, Public Works Director
File

BAYSIDE CITY HALL CONCEPT PLAN



LEGEND

- CHANGING JURISDICTION AREAS
- 1 - 12' WIDE SIDEWALK PATH
- 6 - 8' WIDE SIDEWALK PATHWAY
- WALKWAY
- VEHICLE LAND



UNIVERSITY OF THE PACIFIC
BAYSIDE COMMUNITY CENTER
BAYSIDE PUBLIC LIBRARY

CRYSTAL RIVER CITY COUNCIL
Agenda Item Summary

Meeting Date: May 14, 2018

Agenda Item Number: 9D

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

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

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

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

Staff Recommendation: Approval

Funding Information:

Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department



City Manager

City Attorney (if applicable)

Attachments: Proposal

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



City of Crystal River

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

May 7, 2018

V I A E M A I L

Julie A. Dennis, Director
Division of Community Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399-4120

RE: Request for Community Planning Technical Assistance Grant Funding –
2018 Bayside Complete Streets Study

Dear Ms. Dennis,

The City of Crystal River has been making major investments in the CRA District, specifically a two phase Riverwalk Project. City staff has started what is called the Bayside Master Plan trying to integrate the Riverwalk with existing community assets to maximize public investment and promote private investment.

Currently the growth of tourism has stressed the current public infrastructure. The City's strengths from our partners Main Street, Save Crystal River, Citrus County TDC and Crystal River Area Council, our active community partners working together in cleaning the water bottoms of Kings Bay, restoring historical structures and working to get buy in from residents and business owners. However, we have challenges that are vital for the success of our downtown Bayside Redevelopment. These challenges include:

- Connectivity from City Park to City Park (Hunter Springs Park with Kings Bay Park to the Riverwalk entrance)
- Connectivity of the Cross Town Trail to the Riverwalk Entrance off of US 19
- Limited public access to the water
- Limited Parking for businesses and recreation
- Providing access to waterfronts (multi-modal)
- Identifying safe crossings from Bayside area across US 19 to Heritage area)
- Providing solutions to parking issues at "Michigan Town", a residential neighborhood adjacent to a popular waterfront park (Hunter Spring's Park)

Scope of Work: A Multimodal Complete Streets program would be desirable since the street designs are for everyone and are designed and operated to enable safe access for

all users including pedestrians, bicyclists, and motorists of all ages and abilities. The City lacks the technical skill sets to drive home an approvable plan to improve the quality of life for its citizens and better reflect the assets of the City to tourists

The City is requesting a study that would produce a Multimodal traffic circulation master plan based on Complete Streets design criteria that would support the activities identified in the Bayside Master Plan.

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

Project Deadline: Work must be completed and invoiced within 90 -120 days of award. No exceptions.

Budget: Estimated at \$40,000. The City currently has annual contracts with several consultants and would select the consultant with the best intermodal qualifications to perform this work.

Project Governance: A Steering Committee will be established, comprised of City staff, (City Manager, Planning, and Engineering) plus relevant stakeholders (Main Street and the Tourist Development Council). A Project Coordinator will be designated to facilitate the study process, including chairing the Steering Committee; serving as point person for the RFP process, consultant, media, government & public relations and web & social media presence. The consultant will report to the Project Coordinator in conjunction with the Steering Committee.

Task Examples:

- A Public meeting to share issues, opportunities, interests and concerns
- Incorporate, and possibly improve, existing studies and plans, as appropriate
- Traffic counts and capacity analysis
- Parking utilization and capacity analysis
- Gathering existing conditions, travel patterns and data
- Developing alternative design, regulatory or policy solutions, analyzing relative benefits and disadvantages
- Draft of the Design Plan
- Holding a public workshop before the City Council/Community Redevelopment Agency to review possible solutions
- Final plan

Note: The tasks listed above are examples. The prospective consultant is encouraged to expand upon these with bidder-initiated concepts and creativity to advance project

goals listed below. Because the dollar value of the award is fixed, a high emphasis will be placed on presentation of a compelling and credible concept, scope of work, work plan to produce all project deliverables within the schedule, which are non-negotiable. The City, within affordability, will expend any additional funds to complete the task if required.

Project Goals:

The complete streets plan should include the following throughout the entire Study Area:

- An integrated network of sidewalks and well-designed crosswalks
- Protect sidewalks from encroachment by vehicles at places, for example, around our parks
- A continuous bicycle/pedestrian lane, protected from moving and parked vehicles. Lane can be on street or off street as appropriate.
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Sincerely,

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