

# City of Crystal River



Agenda Packet  
for  
Regular Council Meeting  
Monday, February 25<sup>th</sup>, 2019  
7:00 p.m.



**Agenda**  
**Crystal River City Council**  
**Regular Council Meeting**  
**Monday, February 25<sup>th</sup>, 2019 @ 7:00 p.m.**  
**Council Chamber, City Hall**

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Joe Meek, Mayor  
Ken Brown, Council Seat #1  
Cindi Guy, Council Seat #2/ Vice Mayor  
Pat Fitzpatrick, Council Seat #3  
Robert Holmes, Council Seat #5

Dave Burnell, City Manager  
Jennifer Rey, City Attorney  
Mia Fink, CMC, City Clerk

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**NOTICE TO PUBLIC**

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

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

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**GENERAL MEETING PROCEDURES**

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

**1. CALL TO ORDER**

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

**2. ADOPTION OF AGENDA**

**3. PRESENTATIONS**

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

**4. UNFINISHED BUSINESS**

**5. APPROVAL OF CONSENT AGENDA**

- A. Motion to approve minutes from the Regular City Council meeting held February 11, 2019
- B. Monthly Departmental Report Summary for the month of January
- C. Motion to approve a Special Event Permit for Pete's Pier for Boat Auction
- D. Motion to approve the setting of a Budget Workshop for Wednesday, March 27, 2019 at 1:00 p.m.
- E. Motion to approve the setting of an Executive Session for Thursday, June 27<sup>th</sup> at 1:00 p.m.
- F. Update regarding Citrus County Hurricane & All Hazards Expo Participation

**6. PUBLIC INPUT**

*(Time Limit of Three Minutes)*

**7. PUBLIC HEARING**

- A. Consideration of motion to approve Ordinance No.19-O-08 Amending Chapter 4, "Site Design Requirements", Section 4.05.06 "City Tree Board; Street Trees and Park Trees" on First Reading and Setting a Public Hearing for March 11, 2019 at 7:00 p.m.

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING APPENDIX A LAND DEVELOPMENT CODE, CHAPTER 4 SITE DESIGN REQUIREMENTS, SECTION 4.05.06 CITY TREE BOARD; STREET TREES AND PARK TREES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

- 1. Motion to read by Title only
- 2. Hold Public Hearing
- 3. Motion to Approve on First Reading

**8. CITY ATTORNEY**

- A. Update regarding City Manager search

**9. CITY MANAGER**

- A. Withlacoochee Regional Water Supply Authority Update
- B. Discussion
- C. Riverwalk Update

**10. CITY COUNCIL**

**11. COMMITTEE REPORTS**

- A. Mayor Meek
  - *Citrus County Board of County Commissioners*
- B. Council member Fitzpatrick
  - *Citrus County Community Charitable Foundation*
  - *Metropolitan Planning Organization*
  - *Three Sisters Springs Coordination Committee*
- C. Council member Brown
  - *Waterfronts Advisory Board*
  - *Crystal River Main Street*
  - *Library Governing Advisory Board*
- D. Vice Mayor Guy
  - *Tourist Development Council*
  - *Florida League of Cities*
- E. Council member Holmes
  - *Keep Citrus County Beautiful*
  - *Springs Coast Steering Committee*

**12. COMMUNICATIONS**

**13. COUNCIL MEMBER REPORTS**

- A. Mayor Meek
- B. Council member Fitzpatrick
- C. Council member Brown
- D. Vice Mayor Guy
- 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, February 11<sup>th</sup>, 2019  
@ 7:00 p.m.



**Minutes of the  
Crystal River City Council  
Regular Council Meeting  
Monday, February 11<sup>th</sup>, 2019 @ 7:00 p.m.  
Council Chamber, City Hall**

**1. CALL TO ORDER**

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

**Council Present:** Mayor Joe Meek, Vice Mayor Cindi Guy, Council member Ken Brown, Council member Pat Fitzpatrick, Council member Robert Holmes

**Council Absent:** None

**Staff Present:** David Burnell, City Manager; Jennifer Rey, City Attorney; Mia Fink, CMC, City Clerk; Jack Dumas, Assistant City Manager, Michelle Russell, Finance Director; John Livingston, Capital Projects Engineer

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

Mayor Meek recognized Citrus County Board of County Commissioners Chairman Jeff Kinnard, County Attorney Denise Lyn and Council member Mike Gudis.

**2. ADOPTION OF AGENDA**

City Attorney Rey noted agenda amendments including addition of item 8D “Discussion of WRWSA” and revising item 8B to a discussion only item.

**Motion to approve the agenda as amended was made by Council member Holmes; seconded by Council member Fitzpatrick. Motion carried unanimously.**

**3. PRESENTATIONS**

A. “Through with Chew” Proclamation.....Aspen Welfel  
Mayor Meek presented the proclamation to Carmen Hernandez, Myrna Matthews, Lorrie Van Voorthusejen, Aspen Welfel, and Sandrew Wright. Aspen Welfel discussed health risks associated with tobacco use.

B. DUKE Energy PIL (Payment In Lieu of Tax) Funding.....Jim Baumstark  
Jim Baumstark presented “The Revitalization of Crystal River and Citrus County (ATTACHMENT “A”) and addressed Council member questions regarding legislative efforts in the areas discussed, and Council reached consensus to bring the item back for further discussion.

**4. UNFINISHED BUSINESS**

**5. APPROVAL OF CONSENT AGENDA**

A. Motion to approve minutes from the Regular City Council meeting held January 28, 2019

B. Motion to approve road closure request for Crystal River Church of God

**Background: [Agenda Sheet Requested Motion: Motion to approve the road closure request submitted by the Crystal River Church of God.**

**Summary:** The Crystal River Church of God is requesting to close NW 12<sup>th</sup> Avenue from 2180 NW 12<sup>th</sup> Avenue to NW 22<sup>nd</sup> Street from 10:00am-12:00pm on Saturday, April 20, 2019 for their Easter Egg Hunt. This closure is something that the Church does every year and does not affect access to any other businesses or residents.

**Staff Recommendation:** Staff recommends approval.

End of Agenda Sheet]

- C. Motion to approve a special event permit and waiver of open container for Kelly's Half Shell Pub for their St. Patrick's Day Celebration

**Background:** [Agenda Sheet] **Requested Motion:** Motion to approve the special event permit and waiver or open container for Kelly's Half Shell Pub for their St. Patrick's Day Celebration.

**Summary:** Kelly's Half Shell Pub, in the Beall's Shopping Center, has submitted a special event permit for their St. Patrick's Day Celebration from Saturday, March 16-Sunday, March 17, 2019. They are requesting to put a tent up in their parking lot to expand their business area. They are requesting a waiver of open container from the city to be able to have beer served in the tent. They will hire CCSO Deputies for the event. Insurance and tent permit are pending and will be submitted prior to permit being issued. This is a first-time event for the restaurant.

**Staff Recommendation:** Staff recommends approval.

End of Agenda Sheet]

- D. Motion to approve road closure request for St. Patrick's Day on Citrus Avenue

**Background:** [Agenda Sheet] **Requested Motion:** Motion to approve the road closure request for St. Patrick's Day on Citrus Avenue on Sunday, March 17, 2019.

**Summary:** The special events department is requesting permission to close Citrus Avenue to hold the annual St. Patrick's Day event. The closure will be from Highway 19 to NE 5<sup>th</sup> Street and NE 5<sup>th</sup> Street from 8:00am to 12:00pm. The closure is to accommodate the people gathering for the dog parade and a matter of public safety.

**Staff Recommendation:** Staff recommends approval.

End of Agenda Sheet]

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

## 6. PUBLIC INPUT

*(Time Limit of Three Minutes)*

**Dee Atkins-3851 N. Nokomis Point-** Commended City Manager Burnell, C.R.A.C. and Council for Riverwalk success.

**Marcia Chesnicka- 175 NW Bay Path Dr-** Inquired about December request for speed bumps on "hump back bridge" (no Council consensus reached on request).

**Mike Gudis- West Bay Path Drive-** Congratulated City and County on Riverwalk and expressed noise concerns with Kings Bay Rocks festival.

**Ann Pope-Crystal River-** Commended Council for Riverwalk efforts.

Phil Jannarone-1405 SE 5<sup>th</sup> Avenue- Inquired about building demolitions to be charged to property owners, and unlimited public input for each agenda item.

Chairman Jeff Kinnard- BOCC Chairman- Thanked Mayor and congratulated on the securing of Riverwalk easements. Mayor Meek commended Commissioner Kinnard for the support provided.

## 7. PUBLIC HEARING

## 8. CITY ATTORNEY

### A. Update on City Manager Hiring Process

City Attorney Rey reviewed elements of “City Manager Search” document (ATTACHMENT “B”), inquiring input on items marked ‘Decision required’.

#### **Qualifications:**

Consensus reached to accept an equivalent combination of education and experience

Consensus reached to include residency as a desired qualification unless otherwise agreed upon by Council (ask for residency but allow for exceptions)

#### **How to Apply:**

Consensus reached to forward completed applications for Council review as they are received

#### **Advertisement:**

Consensus was reached for staff to use discretion in advertising standards

Time Frame and Selection Process:

Consensus to move forward with timeframe and selection process as presented

#### **Items still to be considered:**

Interview itinerary options and resume’ screening preferences

Draft consultant agreement for Mr. Burnell

City Attorney Rey also noted proposed employment agreement (Attachment “C”), list of predetermined questions included in City Manager Search document to be asked during interviews, current agreement for Mr. Burnell, which could remain in effect for 90 days upon Council consensus (ATTACHMENT “D”) and sample initial draft consultant agreement for review and feedback (ATTACHMENT “E”).

City Attorney provided clarification on items needing Council decision (consensus items above) and inquired if there was Council consensus for Mr. Burnell to continue in City Manager role for 90 days from the date of resignation, which was also reached by Council. She also confirmed that a motion was needed to approve options for selection of a new City Manager, as item 8B was amended to discussion only, not item 8C.

B. ~~Motion to consider~~ Discussion of City Manager contract for interim service

C. Motion to approve options for selection of new city manager

**Motion to approve options for selection of a new City Manager (as discussed above) was made by Council member Fitzpatrick; seconded by Vice Mayor Guy. Motion carried unanimously.**



D. WRWSA City Representation Removal – (ATTACHMENT “F”)

City Attorney Rey provides a brief overview of the issue. City Manager Burnell discussed a meeting held in the fall with City of Inverness and agreement reached regarding city representation. City Attorney Rey noted a special meeting scheduled during which the City could attend to express concerns.

Discussion was held regarding previous Council consensus to support Citrus County in their position by non-attendance and the way the city representation replacement decision was made. Council reached consensus to direct the City Attorney to provide a written response to the letter. County Attorney Denise Lyn confirmed that she expressed to Chairwoman City of Crystal River’s desire to provide input on the matter during the December WRWSA meeting.

**9. CITY MANAGER**

- A. Motion to authorize staff to begin the process of re-assigning Tree City-related responsibilities to the Public Works Department and sunsetting the Tree Board through adoption of an ordinance amending Section 4.05.06 “City Tree Board”

**Background: [Agenda Sheet Requested Motion: Motion to authorize staff to begin the process of re-assigning Tree City-related responsibilities to the Public Works Department and sunsetting the Tree Board through adoption of an ordinance amending Section 4.05.06 “City Tree Board”**

**Summary:** The Tree Board has been a valuable asset to the City, however over the last couple of years staff has had difficulty recruiting board members to fill the vacant seats. Currently, the Tree Board consists of two (2) members, Mark Littrell and Paul Bissonnette. Staff has only received one (1) phone inquiry about the Tree Board from a county resident in the last year and no applicants since Mr. Bissonnette’s application was received May of 2017. Staff has advertised the vacancies continuously on the City website for more than three (3) years and have received no response.

The Tree Board held a meeting on March 21, 2018 but has been unable to hold a meeting since due to lack of a quorum. The Board currently consists of two (2) members out of five (5) and one (1) alternate seat.

Staff has discussed the dissolution of the City Tree Board with the two remaining members and they agree with the need to maintain this designation. Both members are in support of the desire to keep this program in the City.

Both Mr. Littrell and Mr. Bissonnette were agreeable to the City’s proposal and to assisting and advising in other capacities related to the trees in Crystal River.

**Staff Recommendation: Approval.**

End of Agenda Sheet]

**Motion to authorize staff to begin the process of re-assigning Tree City-related responsibilities to the Public Works Department and sunsetting the Tree Board through adoption of an ordinance amending Section 4.05.06 “City Tree Board” was made by Council member Holmes; seconded by Council member Fitzpatrick.**

- B. Information regarding Travel Channel Listing

**Background: [Agenda Sheet Requested Motion: N/A- Information regarding Travel Channel Article.**

**Summary:** Crystal River was named on the Travel Channel's "50 of the Most Charming Small Towns in America" list. The list names the "hidden gems of each state: towns with quaint shops and restaurants, fascinating histories, fun experiences and natural beauty".

The 50 Most Charming... article is the fourth time the Travel Channel has recognized Crystal River's beauty and uniqueness.

The Travel Channel has previously published the video "Manatees in Crystal River", published articles *Florida's Best Kept Secrets* and *5 Ways to Explore Florida Without a Beach*. In the article "Florida's Best Kept Secrets" Crystal River was ranked #3 on the list.

**Staff Recommendation:** N/A.

End of Agenda Sheet]

City Manager Burnell reviewed the item.

C. Discussion on submission of state appropriation funding requests for two projects

**Background:** [Agenda Sheet **Requested Motion: Information Only- Discussion on submission of state appropriation funding requests for two projects.**

**Summary:** The first appropriation request was submitted for a multi-use path from the Crosstown Trail to the Plantation Resort. This project was approved by City Council for design. The design phase was delayed due to a need to integrate the project with an overall plan to put a multi-use path along Fort Island Trail to the Fort Island Gulf Beach by Citrus County. The estimated cost for the total length of the trail is between 25 million and 50 million dollars, based on an engineering study completed by Citrus County. The city waited in order to match the counties specifications on the overall trail. The city then moved forward and is held at 95% design while a funding source is determined. The appropriation request is for a total of \$330,000 which is the estimated cost determined by the engineering firm. The city's contribution is the cost of design and permitting.

The multi-use path serves the city, as well as Citrus County. The actual path would be built on a county road.

The second appropriation request was submitted for development of a linear park, with location based on the approved Bayside Plan on NE 5<sup>th</sup> Ave. to NE 3<sup>rd</sup> Ave. The city has not determined the exact location of a new City Hall but it is likely to require displacing the park behind the current City Hall. In order to facilitate construction of a new City Hall funds need to be allocated to relocate the creative playground. The creative playground is an important facet of the community and it is important that a replacement be established prior to the existing playground being removed. Ensuring access to a playground for the citizens is especially critical due to the considerable amount of community input and funding that facilitated development of the creative playground.

There is no completed conceptual or finalized design of the park, in previous years however, the city has set aside funding for part of the design and construction. The appropriation request is for a total of \$450,000 to supplement the city's investment. This request is primarily based on the ability to make the city more resilient to flooding and hurricanes. Putting this request in place will allow the city to move forward with a new City Hall if it remains on the existing site without delays in the park's relocation.

**Staff Recommendation:** Staff put these two projects forth because it is consistent with the strategic development of downtown and continued development of a multi-modal community. End of Agenda Sheet]

Council member Brown inquired about the Creative Playground and City Manager Burnell confirmed linear park would address the matter.

D. Motion to allow Mayor and City Manager to present status of the Riverwalk Project and the commitment to move forward with the original Riverwalk design to the Citrus County Board of Commissioners

**Background: [Agenda Sheet Requested Motion: Motion to allow Mayor and City Manager to present status of the Riverwalk Project and the commitment to move forward with the original Riverwalk design to the Citrus County Board of Commissioners.**

**Summary:** City staff, Council members and outside individuals have been working with landowners along the Riverwalk path for the purposes of project planning and execution. Status of the landward portion is complete. The waterside portion is designed, and staff has been waiting to obtain owners consent to allow for completion of environmental permitting. As of January 28, 2019, there were three landowners that were not formally signed off. One confirmed they were in support of the Riverwalk but due to the legal situation between the purchaser and seller the document has not been signed. There were also two landowners at that time that were potentially unwilling to support the project.

City Council on January 28, 2019 established a deadline by which landowners would come to agreement on the easements and riparian rights. As of Wednesday, February 6, 2019, staff has been in communications with property owners that previously said no, but have since changed their decision to yes, with one landowner signing off on a Memorandum of Understanding. Two meetings are scheduled with the other two landowners prior to February 11, 2019. Staff is working to have Memorandums of Understanding signed off by the two remaining property owners by February 11, 2019.

City legal staff will need to draft new documents based on the agreed to memorandums of understanding. There is a 30-day timeline within the project for this key activity.

The city would be presenting the project status to Citrus County Board of County Commissioners on February 12, 2019. At this time we can present a high level of confidence that the original design will be able to move forward as laid out in the schedule presented to City Council on January 28, 2019. It should also be said that key members of the community and Council members have been directly involved in facilitating this positive outcome of the Riverwalk status.

**Staff Recommendation:** The City should move forward with completion of the Riverwalk.  
End of Agenda Sheet]

City Manager Burnell confirmed that either M.O.U.s or easement agreements were in place with every property owner.

**Motion to allow Mayor and City Manager to present status of the Riverwalk Project and the commitment to move forward with the original Riverwalk design to the Citrus County Board of Commissioners was made by Council member Holmes; seconded by Council member Brown. Motion carried unanimously.**

E. Motion to approve the purchase of a 2019 Vactor Ramjet 4018 sanitary sewer jetter from Environmental Products Group, Inc. in the amount of \$62,574.00

**Background: [Agenda Sheet Requested Motion: Motion to approve the purchase of a 2019 Vactor Ramjet 4018 sanitary sewer jetter from Environmental Products Group, Inc. in the amount of \$62,574.00.**

**Summary:** The Utility relies on a high-pressure sewer jetter to routinely clear blockages such as tree roots and grease within the sanitary sewer gravity collection system.

Reliability of this critical piece of equipment is paramount especially during emergency situations where time is of the essence to ensure that sanitary sewer overflows do not occur.

The Utility's existing jetter is approximately 30 years old and is temperamental and inefficient in clearing mains. Staff and US Water are of the opinion the unit has reached end of useful life.

Council has approved funding for a replacement unit in the current budget.

Staff recommends purchasing a 2019 Vactor Ramjet 4018 jetter trailer from Environmental Products Group, Inc. using the Florida Sheriffs Association and Florida Association of Counties Contract FSA18-VEH16.0, Specification #51 (available upon request) which was awarded through competitive bidding.

**Attachments: Quote summary; photographs**

**Staff Recommendation:** For approval.

End of Agenda Sheet]

**Motion to approve the purchase of a 2019 Vactor Ramjet 4018 sanitary sewer jetter from Environmental Products Group, Inc. in the amount of \$62,574.00 was made by Council member Brown; seconded by Council member Fitzpatrick. Motion carried unanimously.**

**10. CITY COUNCIL**

**11. COMMITTEE REPORTS**

A. Mayor Meek

- *Citrus County Board of County Commissioners-* Reported on recent Riverwalk agreements and presentation of status before the Citrus County B.O.C.C.

B. Council member Fitzpatrick

- *Citrus County Community Charitable Foundation*
- *Metropolitan Planning Organization*
- *Three Sisters Springs Coordination Committee-* meeting Thursday

C. Council member Brown

- *Waterfronts Advisory Board*
- *Crystal River Main Street-* Reported on completion of first mural in Mural Series, and local media coverage.
- *Library Governing Advisory Board*

D. Vice Mayor Guy

- *Tourist Development Council* – Reported the next meeting would be held Wednesday, with Mayor Meek noting TDC funding committed for a trailhead study.

E. Council member Holmes

- *Keep Citrus County Beautiful-* Announced National Affiliate Excellence Award received in Baltimore.

- *Springs Coast Steering Committee*- Reported on discussion of FDEP Funding for 2020 projects and ranking process.

## **12. COMMUNICATIONS**

Vice Mayor Guy discussed correspondence received from Tom Bolez regarding the Woodland Estates sidewalk project, and City manager Burnell confirmed that current project plans can be modified, and would be reviewed by Planning Commission, noting cost. Council member Guy also discussed safety issues with pedestrian crossing on Three Sisters Springs Trail at refuge. Council members Brown and Fitzpatrick discussed communications received from residents regarding retaining existing short-term rental ordinance.

## **13. COUNCIL MEMBER REPORTS**

- A. Mayor Meek- Requested that process for 2020 CCSO contract negotiations be discussed at the next meeting and discussed potential ways to alleviate Riverwalk parking issues, including development of a parking lot at the existing City Hall site. Council discussion was held regarding city hall location and Main Street position for City Hall to remain on highway 19. Status and impact of FEMA Firm Maps was also discussed, along with position to be taken by the City if approved.
- B. Council member Fitzpatrick
- C. Council member Brown
- D. Vice Mayor Guy
- E. Council member Holmes

## **14. PUBLIC INPUT**

*(Five Minute Time Limit)*

**Gail Kostelnik-2021 NW 13<sup>th</sup> Street-** Commented on safety of intersection at NW 19<sup>th</sup> Street, U.S. 19 and Turkey Oak, unlimited public comment, past City Manager hiring processes and Riverwalk easement negotiations.

## **15. ADJOURNMENT**

Mayor Meek adjourned the meeting at 9:17 p.m.

## ATTACHMENT "A"

### Revitalizing Crystal River and Citrus County

I am an Annapolis grad who served 28 years in the Navy's nuclear submarine program, commanding 2 nuclear submarines during the cold war. Following military retirement in 1992, I spent 15 years in the nuclear power industry working at plants in TN (TVA), in FL (CR3-then FI Power), and in NY (ConEdison). I most recently served 11 years as Founder and Chair of the International Utility Working Group, from which I retired last year.

As most of my career was spent in a growing nuclear environment, I was disappointed when Duke shut down CR3 rather than repair it, but pleased to hear they would be building two nuclear plants in Levy County. I was disappointed again when these plants were cancelled and replaced with 2 recently completed gas-fired cogen plants, which employ 70 workers long term where some 600 used to work.

The impact on Crystal River and Citrus County of the CR3 shutdown has been devastating in terms of local businesses, city and county funding, property values and property taxes, and educational funding.

The closure of CR3, the undisputed powerhouse of Citrus County economy for many years, also took away salaries of some 600 nuclear workers, averaging \$100,000/year (or \$60M annually), replacing them by 2018 with some 70 workers with incomes averaging \$70,000/year (or \$4.9M annually), less than 10% of what was lost in disposable income. This roughly \$55M annual disposable income loss, when coupled with the loss of 20% of Duke's share of the total property tax revenue was and still is devastating to the local economic base. As an immediate result, the County was forced to raise property taxes 31% and let go some 100 county workers.

In an article in yesterday's Chronicle, in 2012, just before the announcement of the plant's closure in 2013, 43% of the county's residents were at or below the national poverty level; by 2016, that number had grown to 50%. I believe we now live in a county where the majority of our fellow citizens are living below the national poverty level.

Further, the closure affected the entire Tampa Bay region; in 2014, the year following CR3 closure, the region saw its GDP drop by 7.5%, the biggest loss in the 382 metro areas included in the US Dept of Commerce's 2014 annual report. Writing at that time, Tampa Bay Times business columnist Robert Trigaux stated "only now are we starting to realize the profound economic impact of closing a Nuclear plant

before its time.” That economic impact continues to this day!

In contrast, several other communities have been proactive in addressing similar situations:

-Last September, the Governor of California signed a bill approving an \$85M settlement from PG&E to San Luis Obispo County providing, between now and 2026, community impact funds to offset the 2025 closure of the Diablo Canyon nuclear plant located in that county. This initiative was driven by local governments thru their representatives in the California state legislature.

-Last month, Entergy, owner of the Pilgrim nuclear plant just outside Boston, agreed to pay the town of Plymouth MA, in a ‘payment in lieu of taxes’ (or PILOT) agreement, \$7M in FY 20, and \$6M in FY 21. Pilgrim will close in May of this year and has already paid taxes of \$8.4M for FY19. This agreement was negotiated by local governments and Entergy.

-The State of New York has \$56M in its Electric Generation Facility Cessation Mitigation Program to help towns like Buchanan and Cortlandt, 30 miles north of Manhattan, face the economic loss of the Indian Point complex, which has two nuclear plants scheduled to close within 5 years. The NY governor has also stated he will add an



additional \$24M to his 2019 budget to further aid communities affected by nuclear plant closures.

Unlike CA, MA, and NY, no community impact funds, PILOT agreements, or economic impact mitigation funds have been made available to Crystal River or Citrus County.

At the federal level, the Stranded Act of 2017 (HR 3970) would provide impact funds to communities that continue to store nuclear fuel because of the failure of the government to provide adequate long-term storage at a site such as Yucca Mountain in Nevada. In the case of CR3, it would provide \$8.7M annually. Highly controversial, House Bill 3970 is still in committee.

In 2013, the County Economic Development Council commissioned a Five-Year Strategic Economic Development Plan, authored by Jeanette Goldsmith of Goldsmith and Company, which DID NOT include a study of the economic impact of the plant's closure. The Goldsmith report was released in December '13 and had 16 goals, each with action strategies and implementation timelines. Total cost for implementing the plan was estimated at \$2.3M through 2018. The plan was delivered to the County EDC and subsequently presented to the BOCC. To my

knowledge, it has not been updated recently, nor has an economic impact study of the effects of the plant closure ever been conducted. County Commission turnover in '14 and '16 further diluted the execution effort for the Plan. The only visible result is a plan to develop the Holder Industrial Park, which was rejected by the County Commission in 2017 because it 'lacked detail'. It is slated to go before the commission again this year.

I recommend the following:

- Conduct an economic impact study, sponsored by the county Economic Development Council, to evaluate the results of the closure of CR3 on Crystal River and Citrus County. Consolidate the results with an updated version of the 2013 Strategic Plan, specifically addressing ways to attract appropriate business and industry (including ready-to-use office, shopping, and industrial parks), infrastructure improvements (such as roads, power, water and sewage), and quality-of-life projects (such as waterfront marinas and mooring fields, bike and multi-use trails, and public parks). Non-profit projects such as Save Crystal River, and the Homosassa River Restoration should be included as well. Results should be presented by the EDC to the City and BOCC.
- Armed with the results of the Economic Impact Study and revised

Strategic Plan, the BOCC/City of Crystal River should initiate discussions with Duke related to PILOT-like payments (or other fiscal assistance) to assist in implementing the Strategic Plan, similar to what was done at Diablo Canyon and Pilgrim.

--Local officials, including the Mayor of Crystal River and City Council members and the BOCC should work with our political reps in Tallahassee and Washington to gain their support for assignment of State and federal funding.

In summary, I don't believe any funding will appear unless funding sources are compelled to act.

We are currently a derelict ship without power or sense of direction waiting for manatees, tourism, and extensions to the Suncoast Parkway to help us as we continue to sink below the poverty level.

We must stop watching things happen to us and start making them happen!!

Using the example set by others, we must empower ourselves and compel funding sources to act!!

Thank you for your attention; are there any questions?

Jim Baumstark/619 SW Kings Bay Drive/Crystal River/914-391-9005

## **ATTACHMENT "B"**

### **City of Crystal River, Florida City Manager Search**

#### **DESCRIPTION OF THE CITY:**

The City of Crystal River, Florida, has a population of 3200+, is approximately 6 square miles in size and situated north of the Tampa-St. Petersburg-Clearwater area. The current operating budget for the City is \$36,794,430; and there are 32 full-time, and 12 part-time employees along with 5 elected members of the City Council and a volunteer fire department. The City provides planning and zoning, finance, fire, public works, parks and recreation, and administration.

#### **DUTIES AND POWERS OF CITY MANAGER PER CHARTER**

##### **Section 5.01. - City Manager.**

There shall be a City Manager who shall be the chief administrative officer of the City. He/she shall be responsible to the Council for the administration of all City affairs placed in his/her charge by the Council or under this Charter, and he/she shall serve at its pleasure.  
(Ord. No. 94-0-19, § 1, 9-12-94)

##### **Section 5.03. - Powers and Duties of the City Manager.**

The City Manager shall:

- a) See that all laws, provisions of the Charter and acts of the Council, subject to his/her discretion and supervision, are faithfully executed.
- b) Direct and supervise the administration of all departments and offices of the City, except as otherwise provided by this Charter or by law.
- c) Appoint and, when he/she deems it necessary for the good of the City, suspend or remove all City employees, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter.
- d) Make changes in any and all department organizations, including combinations, deletions, creation of departments, units or divisions, and transfer responsibilities between departments, units, or divisions.
- e) Attend all Council meetings and have the right to take part in discussion but may not vote.
- f) Prepare, submit to the Council and, after approval of the Council, administer the budget and capital program as provided by this Charter or by law. The obligation or disbursement of any fund shall be specifically prohibited unless there is or will be a sufficient unexpended and unencumbered balance in the proper appropriation subject to Article III, Section 3.02 and any ordinance implemented thereunder.
- g) Submit to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year, and provide a detailed operating statement as to each enterprise fund with the annual budget message.

The City Manager shall address audit discrepancies and report progress to the City Council within sixty (60) days after the audit report.

- h) Keep the Council currently advised in matters affecting policy and make such other reports as the Council may require concerning the operations of City departments and offices subject to his/her direction and supervision.
- i) Keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City as he/she deems desirable.
- j) In the absence, inability or reluctance of the Mayor to do so, sign contracts on behalf of the City pursuant to the provisions of the budget and appropriation ordinances, on approval of 4/5 vote of the Council.
- k) Subject to Council approval, develop and keep current an administrative code which shall set forth the organizational and operational procedures of the government, and develop and keep current a comprehensive plan in accordance with state law.
- l) Perform such other duties as are specified in this Charter or may be required by the Council.
- m) The power and authority of the City Manager is expressly limited to that described herein, and he/she shall enter into no agreements, negotiations or other arrangements with any groups, organizations, governmental bodies or individuals requiring policy-making decisions by the Council without the prior knowledge and approval of that body.
- n) The City Manager shall have the authority to hire and fire administrative department heads for just cause without prior authorization of the City Council.

(Ord. No. 94-0-19, § 1, 9-12-94; Ord. No. 00-0-06, 1E, 12-11-2000; Ord. No. 08-0-05, § 2, 2-25-2008; Ord. No. 12-0-11, § 2, 4-23-2012)

**Editor's note**— Ord. No. 00-0-06, § 1E, adopted Dec. 11, 2000, was approved by the voters with the election held on Nov. 7, 2000.

#### **Section 5.04. - Supervision of Departments.**

Except as otherwise provided in this Charter or by general law, the City Manager will have authority over and will be responsible for the supervision and direction of all departments and offices of the City. All departments and offices under the direction and supervision of the City Manager shall be administered by an officer or department manager appointed by and subject to the direction and supervision of the City Manager. The City Manager may serve as the head of one or more such departments or offices or may appoint one person as the head of two (2) or more of them.

(Ord. No. 94-0-19, § 1, 9-12-94; Ord. No. 12-0-12, § 2, 4-23-2012)

## **QUALIFICATIONS {DECISION REQUIRED}**

### ***Education and Experience***

1. Minimum education requirements include a Bachelor's degree in public administration, business administration, organizational management, or other directly related field from a regionally accredited college or university recognized by the U.S. Department of Education.
2. Minimum experience requirements include five (5) years of experience as an executive officer (city manager or assistant city manager) in municipal government. Must be skilled in leadership, public relations, communication, planning and economic development, and finance/budgeting.
3. Equivalent combinations of education and experience from which comparable knowledge, skills and abilities can be acquired may be considered on a case-by-case basis.
4. Valid Florida driver's license with a good driver's record and be insurable by the City's insurance carrier.

### ***Knowledge Skills and Abilities***

1. Has considerable knowledge of principles, procedures and practices of government operations.
2. Has considerable knowledge of principles, procedures and practices of business and public administration.
3. Has considerable knowledge and skill in negotiating techniques with a proven record of successful contract negotiations and administration.
4. Knowledge of state (Florida) and local laws and regulations is preferable.
5. Has skill in personnel administration, budgeting, accounting, grants, grants administration, intergovernmental relationships, growth management issues, and public safety, public works and enterprise operations.
6. Have strong skills in communication, organization and public relations.
7. Ability to organize, direct and coordinate the activities of the departments and divisions of municipal government.

## **HOW TO APPLY: {DECISION REQUIRED}**

Email cover letter, resume, salary requirements and completed signed City of Crystal River employment application to [applications@crystalriverfl.org](mailto:applications@crystalriverfl.org). All four items must be submitted to constitute a complete application. Incomplete or untimely application packets will not be considered. Complete application packets must be received by the City' no later than 5:00 PM EDT on March 8, 2019.

IMPORTANT NOTE: IN ACCORDANCE WITH FLORIDA PUBLIC RECORDS LAW, APPLICATION MATERIALS RECEIVED BY THE CITY ARE CONSIDERED PUBLIC RECORDS AND ARE SUBJECT TO DISCLOSURE.

For information or questions, please contact Cathleen Moran, Human Resource and Risk Management Supervisor at 1-352-795-4216.

## **JOB ADVERTISEMENT {DECISION REQUIRED}**

### ***Job Announcement***

*The City of Crystal River, Florida, population 3200+, approximately 6 square miles in size and situated north of the Tampa-St. Petersburg-Clearwater area, seeks the services of a City Manager. Crystal River, the gem, of Florida's beautiful Nature Coast is designated as an Outstanding Florida Waterway and offering ample opportunities for boating, diving, swimming, fishing as well as a variety of Manatee Eco-Tours. Minimum education and experience required is a bachelor's degree in public administration, business administration, organizational management, or other directly related field from a regionally accredited college or university and five (5) years of executive experience as a City Manager, Assistant City Manager, other equivalent governmental executive experience. Experience in Florida is preferred. Equivalent combinations of education and experience from which comparable knowledge, skills and abilities can be acquired may be considered on a case-by-case basis. Salary range is \$93,500 - \$128,500. EOE/DFWP*

*Email cover letter, salary requirements, resume and completed signed City of River employment application to [applications@crystalriverfl.org](mailto:applications@crystalriverfl.org). The deadline to apply is 5:00 PM EDT on March 8, 2019. Interviews for candidates selected to proceed in the consideration process will be held on Monday, March 15, 2019. Applicants are encouraged to be available on that date in the event they are selected for an interview.*

### ***Job Advertising Options***

The following sites/options are free.

- City of Crystal River website (no charge)
- Florida City/County Management Association FCCMA (no charge) <http://fccma.org/jobs/>
- Florida League of Cities (FLC), which includes the Florida City/County Management Association publications and the FLC Datagram, (no charge)
- <http://www.floridaleagueofcities.com/resources/open-local-government-positions>
- Employ Florida: <https://www.employflorida.com/jobbanks/>

The following are other fee-based sites:

- International City/County Management Association (ICMA), (Fee-Based) includes the ICMA Newsletter, Job Opportunities Bulletin and the ICMA Career Network (fee): [http://icma.org/en/icma/career\\_network/employers/about\\_the\\_job\\_center](http://icma.org/en/icma/career_network/employers/about_the_job_center)
- National League of Cities - <http://www.nlc.org/about-nlc/career-center>
- Alliance for Innovation Jobs Posted: <http://transformgov.org/en/jobads>
- Government Jobs Web Site: <https://www.governmentjobs.com/index.cfm>
- GovtJobs.com Web Site: <http://www.govtjobs.com/>
- GovJob.net Web Site: <http://www.govtjob.net/>
- Municipal Insider: <http://www.municipalinsider.com/jobs-center/>
- Careers in Government: <http://www.careersingovernment.com>

**TIME FRAME AND SELECTION PROCESS {DECISION REQUIRED}**

<b>Date</b>	<b>Description</b>
Tuesday, February 12, 2019	Job announcement posted/Application window opens. (23 day application window)
Thursday, March 7, 2019	Application window closes at 5:00 p.m.
Friday, March 8, 2019	Final applications received by 5:00 p.m. are submitted to the City Council.
Monday, March 11, 2019	City Council meets to select short-list of candidates for interview.
Tuesday, March 12, 2019	Staff to contact selected candidates to schedule interviews.
Monday, March 25, 2019	Candidate interviews / Council meeting to select final candidates.
Tuesday, March 26, 2019	Conduct background screening and qualification verification process; and commence employment contract negotiations with selected candidate.
Monday, April 8, 2019	City Council considers employment contract for approval.
Tuesday, April 9, 2019 – May 5, 2019	Resignation notice period / relocation (if applicable)
Monday, May 6, 2019	Start date for new city manager.



INTERVIEW ITINERARY  
 FOR CITY MANAGER POSITION  
 Monday, March 25, 2019  
 SAMPLE 1 {DECISION REQUIRED}

<b>Time</b>	<b>Candidate 1</b>	<b>Candidate 2</b>	<b>Candidate 3</b>
9:00 a.m.	Mayor	Vice Mayor	Councilmember Brown
9:30 a.m.	Vice Mayor	Councilmember Brown	Councilmember Fitzpatrick
10:00 a.m.	Councilmember Brown	Council Member Fitzpatrick	Councilmember Holmes
10:30 a.m. – 10:45 a.m.	Break	Break	Break
10:45 a.m.	Councilmember Fitzpatrick	Councilmember Holmes	Mayor
11:15 a.m.	Councilmember Holmes	Mayor	Vice Mayor
11:45 a.m. – 1:00 p.m.	Lunch	Lunch	Lunch
1:00 p.m.	Meeting With Assistant City Manager	Tour of the City with City Manager	Meeting with Finance Director
1:30 p.m.	Meeting with Finance Director		Meeting With Assistant City Manager
2:00 p.m.	Tour of the City with City Manager	Meeting with Finance Director	Meeting with Public Works Director
2:30 p.m.		Meeting with Public Works Director	
3:00 p.m.	Meeting with Public Works Director	Meeting With Assistant City Manager	Tour of the City with City Manager
3:30 p.m.			
4:00 p.m.			

7:00 p.m. City Council meeting – Council deliberations; final candidate selection.

INTERVIEW ITINERARY  
 FOR CITY MANAGER POSITION  
 Monday, March 25, 2019  
 SAMPLE 2 {DECISION REQUIRED}

<b>Time</b>	<b>Candidate 1</b>	<b>Candidate 2</b>	<b>Candidate 3</b>
9:00 a.m.	Meeting With Assistant City Manager	Tour of the City with City Manager	Meeting with Finance Director
9:30 a.m.	Meeting with Finance Director		Meeting With Assistant City Manager
10:00 a.m.	Tour of the City with City Manager	Meeting with Finance Director	Meeting with Public Works Director
10:30 a.m.		Meeting with Public Works Director	Break
11:00 a.m.	Meeting with Public Works Director	Meeting With Assistant City Manager	Tour of the City with City Manager
11:30 a.m.	Lunch	Lunch	
12:00 p.m. – 7:00 p.m.	Break	Break	Lunch/Break
7:00 p.m.	Council Meeting Convenes		
7:15 p.m.	Interview with City Council	-	-
7:45 p.m.	-	Interview with City Council	-
8:15 p.m.	-	-	Interview with City Council
8:45 p.m.	Council Deliberations / Selection of Candidate		

## TIPS AND TOOLS FOR SCREENING RESUMES

The first step in finding the right candidate for the job requires pre-screening the applications that were received through the position's recruitment. When reviewing the candidate's application, use the job description to compare qualifications of the position to that of the applicant, and specifically look for the following:

Look at job standards or skills required of the position. Does the applicant meet the levels required?

Look at education level requirements. Does the applicant have the required level of education?

Look at experience required and the experience possessed by the applicant.

Look at license/certification requirements. Does the applicant indicate that they have this level of license/certification?

Look for signs of strengths that are suggested from the job description. For instance, if the job position needs an applicant who has been self-reliant, motivated, an initiator, detail oriented or a team player, then this may be a good candidate for interview if she or he also meets all other qualifications.

While screening the applicants to select interview candidates, notes should be made as to inconsistencies or problem areas reflected within the application. Look for the following:

**Reasons why the applicant left their last job or why they are looking to leave current job.**

There could be a very reasonable explanation; however, applicants may provide a response that reveals something about their ability to follow direction/take criticism. For example, if the answer provided was "I couldn't get along with my Supervisor." This may be true or it may be telling the interviewer something about the applicant's personality that would need to be investigated further if the applicant is selected for an interview.

**Gaps in education and employment history.** Gaps tend to show a tendency of job hopping. Brief attendance at several different schools may indicate instability. If selected for an interview, ask the applicant to explain any unaccounted time or reasons for frequent change.

**Length of time at past jobs.** This will show trends of dependability and reliability versus the opposite.

**Discharges or terminations.** There could be a very reasonable explanation for discharge/termination, however if the applicant is selected for an interview, the interviewer should ask them to explain.

*Application / Resume Screening*

1	2	3	4	5
Does Not Meet Any of the Minimum Qualifications	Meets some but not all of the Minimum Qualifications	Meets All Minimum Qualifications	Meets All Minimum Qualifications and Some of the Preferred Qualifications	Meets All Preferred Qualifications

Candidate Name	Education	Experience, Generally	Experience, Management or Leadership	Budget/Financial Experience	Knowledge Skills and Abilities	Total Score

NOTES:

**City of Crystal River  
City Manager Search  
March 11, 2019**

Reviewer: \_\_\_\_\_

Short-List Selections:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Candidate Name: \_\_\_\_\_  
 Interviewer/Rater: \_\_\_\_\_

City Manager Interview Questions {DECISION REQUIRED}

1=Poor 2=Fair 3= Good 4=Thorough 5=Comprehensive

1. Why are you interested in being our City manager?	1 2 3 4 5
Notes/Comments:	
2. In terms of effective financial management activities, what has been your experience in capital improvements programming, goal setting, performance budgeting, financial forecasting, development of alternative sources of revenue, and similar activities? How about bond rating successes?	1 2 3 4 5
Notes/Comments:	
3. What is your ideal definition of the day to day jobs of Council and Manager? Provide the example from your career of that working most successfully.	1 2 3 4 5
Notes/Comments:	
4. Describe what a healthy company culture looks like to you and explain how you would go about cultivating one.	1 2 3 4 5
Notes/Comments:	

5. Describe a situation where the elected officials chose not to follow your recommendations, but decided to go in a different direction. How did you handle that situation?	1 2 3 4 5
Notes/Comments:	
6. What techniques or procedures do you use to keep the City Council informed of issues, operations, and activities?	1 2 3 4 5
Notes/Comments:	
7. There are three prevailing views on how to handle media: proactive – so you can control topics of conversation, reactive – so your viewpoint is always represented in articles, or dismissive – ignore the press and just stay the course on your agenda. Which is your view and why?	1 2 3 4 5
Notes/Comments:	
8. How do you relate to and engage citizens and citizen groups? Please provide examples of outreach.	1 2 3 4 5
Notes/Comments:	

9. Describe your experience with economic development, business attraction and business retention.	1 2 3 4 5
Notes/Comments:	
10. How do you assess the strengths and weaknesses of an organization? How do you identify opportunities to improve the organization?	1 2 3 4 5
Notes/Comments:	
11. Talk briefly about a controversial issue that you encountered as a manager. What did the controversy entail? How was it resolved? What would you have done differently?	1 2 3 4 5
Notes/Comments:	
12. How do you balance the goals of Council (whose members can change frequently) with those of Business and Community Leaders (who rarely change)? What strategies have you employed to unite their visions?	1 2 3 4 5
Notes/Comments:	
13. What is your experience in capital construction and infrastructure improvement projects?	1 2 3 4 5



Notes/Comments:	
14. Can a city prosper without the support of other local government agencies? What strategies have you employed to break down walls between those agencies?	1 2 3 4 5
Notes/Comments:	
15. You have had the opportunity to review and compare yourself with the recruitment profile, to review background materials on the City, and to visit our municipal facilities and community; what are your candid reactions and observations? Are there any City operations with which you have not had previous experience? Any concerns at all about our community or operations?	1 2 3 4 5
Notes/Comments:	
16. We've asked you questions for some time now; what questions do you have for us? What matters need further discussion or clarification from your background? Please be candid.	1 2 3 4 5
Notes/Comments:	
17. What do you consider the strength on your resume that would most help Crystal River? What is your greatest strength you can't list on a resume?	1 2 3 4 5
Notes/Comments:	

18. What strategy do you employ in making the city budget? What are the preferred tools you use to make the most out of taxpayer dollars?	1 2 3 4 5
Notes/Comments:	
19. How would you characterize your style as it relates to your interaction with department heads and employees?	1 2 3 4 5
Notes/Comments:	
20. What skills and experience do you have in maintaining a strong and comprehensive public relations effort and projecting a positive image of the city government and community image? How do you interact with the press and electronic media?	1 2 3 4 5
Notes/Comments:	

21. How do you go about motivating the council, staff, and community groups to work together for achievement of goals and objectives that are in the overall best interest of the community? Give us an example please.	1 2 3 4 5
Notes/Comments:	
22. What experience have you had working on an intergovernmental or interagency basis? Have you worked directly with county, state, federal governments, special districts or governmental associations?	1 2 3 4 5
Notes/Comments:	

Total Score (Add Up Rating for Each Question)	
Divide by the Total Number of Questions	22
Average Rating of this Candidate (Use Only One Decimal)	

## ATTACHMENT "C"

CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
CITY MANAGER

This **Employment Agreement** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date" or "Date of Hire"), by and between the **City of Crystal River**, State of Florida, a municipal corporation, hereinafter called the "City," and \_\_\_\_\_, hereinafter called the "Employee," both understanding and agreeing to abide at all times by all terms and conditions as set forth herein:

### WITNESSETH

**WHEREAS**, pursuant to Section 5.01 of the Charter, there shall be a city manager who shall be the chief administrative officer of the city, and he shall be responsible to the council for the administration of all city affairs placed in his/her charge by the Council, or under the Charter;

**WHEREAS**, the City Council conducted an external search for a City Manager;

**WHEREAS**, the City Council, after deliberation, voted on \_\_\_\_\_, to appoint \_\_\_\_\_, to the position of City Manager;

**WHEREAS**, it is the desire of the City to secure and retain the professional services of Employee as City Manager;

**WHEREAS**, the parties have negotiated this Employment Agreement which outlines the terms and conditions of Employee's employment, including termination of such employment, including salary and benefits, consistent with the City's Charter; and

**WHEREAS**, Employee desires to accept employment with the City as its City Manager under the terms and conditions set forth herein.

**NOW, THEREFORE**, for the reasons set forth above and in consideration of the mutual promises, covenants and agreements of the parties hereto, together with other good and valuable consideration, including the Employee's compensation, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are agreed by the parties to be true and correct and incorporated herein as if set forth in *haec verba*.
2. **Condition Precedent**. The Employee's job offer and appointment as City Manager is contingent upon successful completion of the City's comprehensive background screening requirements. In the event Employee does not successfully complete the City's comprehensive background screening requirements, the City has no obligation to employ Employee under this Agreement, and as such, this Agreement will be null and void.
3. **Employment Term**. This Agreement shall be effective on the date first written above (the "Date of Hire"), and shall have a term ending on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Expiration Date"), unless this Agreement is otherwise renewed or terminated as hereinafter provided.

CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
CITY MANAGER

4. **Extension or Renewal.** This Agreement may be extended or renewed by Agreement of the parties set forth in writing prior to the Expiration Date of this Agreement. *{Alternatively}* This Agreement may automatically renew for \_\_\_ consecutive one-year terms, unless earlier terminated in accordance with the terms of this Agreement.
5. **Position of Employment, Reporting and Job Duties.**
- a. ***Position of Employment and Reporting.*** During the Employment Term Employee shall serve as the City Manager and shall report directly to the City Council of the City of Crystal River.
  - b. ***Duties and Responsibilities.*** The City hereby appoints and employs Employee as City Manager of the City of Crystal River, under the terms established herein, to perform the functions and duties specified in the Charter and Ordinances of the City of Crystal River, and such other legally permissible and proper duties and functions as the City Council will from time to time assign.
    - i. The Employee agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability in a professional and competent manner.
    - ii. ***City Law, Rules and Regulation.*** All provisions of City law, rules and regulations that apply to all other employees as they now exist or may be amended, shall apply to the Employee in addition to those items outlined in this Agreement.
  - c. ***Exclusive Employment; Hours and Schedule.*** Employee agrees to remain in the exclusive employment of the City until said Expiration Date, unless this Agreement is earlier terminated as hereinafter provided.
    - i. ***Best Efforts.*** The Employee shall remain in the exclusive employ of the City and shall devote such time, attention, knowledge, and skills necessary to diligently perform his duties under this Agreement. Except as provided herein or during periods of illness, vacation or absences of a day or more as authorized by the Council, or its designee, Employee will devote his best efforts to the performance of his duties and responsibilities under this Agreement. Nothing herein will limit Employee's right to make passive investments; to participate in charitable service and organizations; to participate in community activities, trade and professional organizations; or to undertake other engagements or activities which do not interfere with the performance of his duties hereunder, it being mutually agreed that his participation in charitable service, other community activities and trade and professional organizations is to the benefit of the City.

CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
CITY MANAGER

- ii. *Outside Employment.* Employee shall not otherwise be employed on a full or part-time basis without the written permission of the City Council. Employee shall not accept outside employment while performing duties under this Agreement, unless such outside employment is approved by a majority vote of the City Council. A request for approval of other or outside employment shall pertain only to temporary, occasional or part-time activities of Employee that would not adversely affect the performance of Employee's duties under the terms of this Agreement. No request for full-time other or outside employment will be considered.
- iii. *Hours of Work.* The Employee shall dedicate no less than forty (40) hours per week in the performance of his duties hereunder. Employee shall be "on-call" 24 hours a day and agrees to make himself available as needed. It is recognized that Employee's duties as City Manager require a great deal of time outside of normal office hours. It is also recognized that Employee is required to devote an unspecified amount of time and energy to carry out those duties with the highest amount of professionalism possible and that because of the "24-hour" nature of his responsibilities, interference with his private life is to be expected.
- iv. *Board Appointments or Professional Organization Service.* In the event the Employee shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the Employee related to such service, such money or property shall be paid over to or deliver to the City, unless otherwise provided by the City Council.
- d. *Conflicts of Interest.* Employee will disclose to the City any real or potential conflicts of interests and otherwise comply with the International City Manager's Association's Code of Ethics and all laws of the State of Florida. The Employee may not engage in business opportunities that conflict with the interests of the City or his fiduciary duty as the City Manager.
- e. *Travel.* Employee understand and agrees that Employee may be required to travel in performing Employee's duties. Approval of Travel and payment of travel expenses shall be in accordance with standard City policies and procedures regarding travel.

6. **Compensation and Benefits.**

- a. *Base Salary.* City agrees to pay Employee for services rendered pursuant to this Agreement a gross salary of \$ \_\_\_\_\_, subject to all applicable taxes and deductions, payable on a \_\_\_\_\_ basis at the same time and in the same manner as applicable to other employees of the City.

CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
CITY MANAGER

- b. ***Salary Increases/Adjustments.***
- i. ***Merit or Market Adjustments.*** Other than as stated above, nothing herein shall require the City to increase the Employee's base salary. The decision as to whether or not Employee shall receive a merit or market adjustment to the base salary, and the amount thereof, shall be solely at the discretion of the City Council.
- c. ***Fringe Benefits.*** Except as herein provided, all provisions of the City Code and Personnel Policies and Procedures relating to working conditions, holiday pay, jury duty, witness leave, funeral leave, and other benefits that presently exist or may be hereafter provided for other managerial employees of the City shall also apply to Employee, in addition to the benefits enumerated herein.
- i. City shall provide full major medical insurance for Employee and dependents in the same manner that City provides said insurance for other non-collective bargaining City employees.
  - ii. City shall provide Employee with insurance protection, including comprehensive, general liability, errors and omissions coverage and public official liability applicable to all acts of Employee arising out of his employment, which shall be similar to what other governmental jurisdictions provide for this type of coverage.
  - iii. Employee will be vested with paid leave in the same manner that City provides said leave for other non-collective bargaining employees. *{Alternatively}* Employee will be vested with \_\_\_\_\_ weeks paid personal leave upon execution of this Agreement, to be used as scheduled and approved in accordance with City policy; and then Employee will be granted vacation and sick leave as provided in City Personnel Policies and Procedures.
- d. ***Retirement/Deferred Compensation.*** The City will make contributions into the City's established retirement plan per the applicable plan documents, policies and procedures. The City further agrees to transfer ownership in any deferred compensation plan to succeeding employers, if applicable, or to Employee upon Employee's termination, resignation, or the expiration of this Agreement.
- e. ***Moving/Relocation Expenses.*** The Employee shall be required to establish residency within the corporate limits of the City of Crystal River within \_\_\_\_\_ months of Date of Hire. Employee is not eligible for, and City will neither pay nor reimburse Employee for, moving or relocation expenses incurred in establishing residency in the corporate limits of the City of Crystal River.

CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
CITY MANAGER

- f. **Deductions.** The City will withhold the Employee's portion of Federal Social Security, Medicare tax and Federal income taxes, and deposit such amounts along with employer's portion of social security taxes, as required by Federal regulations. The City will withhold other deductions from Employee's paycheck as otherwise required, or as requested by the Employee for any employer-sponsored benefit plan enrollments or elections.
- g. **Vehicle.** The City shall grant to the Employee an automobile allowance \_\_\_\_ per month, and the Employee shall procure, maintain and insure their own personal vehicle for use in performing his duties under this Agreement. The Employee shall not seek, and is not entitled to reimbursement for vehicular travel.

**7. Other Terms and Conditions of Employment.**

- a. **Performance Review.** The City Council shall review the Employee's performance on a periodic basis and shall focus on (but shall not be limited to) the duties and responsibilities set forth in the City's Charter.
- b. **Professional Development.** Subject to budgeted funds and state law, the City may pay the travel, registration fees, and reasonable subsistence expenses of Employee for professional conferences, training programs, and meetings necessary for the continued professional development of Employee, and for the Employee to adequately pursue necessary official and other functions for or on behalf of the City, including, but not limited to, the annual conference of the International City Management Association and of the Florida City and County Managers Association.
- c. **General Expenses.** The City recognizes that certain expenses of a non-personal and generally job-related nature shall be incurred by Employee and hereby agrees to reimburse Employee for such expenses provided that claims, supported by receipts (when available) are submitted to the City by Employee and are reimbursable pursuant to Florida law and the City travel policy.
- d. **Community Involvement.** The City recognizes the desirability of representation in and before civic, service, and other organizations or associations, and Employee may become a member of such organizations as Employee deems appropriate, provided Employee pays any expenses related thereto, or as otherwise approved by City Council.
- e. **Medical Examination.** The City retains the option to require Employee to submit, not more than once per year, to a complete physical examination by a qualified physician selected by City. The City may also require medical examinations in relation to a real or potential disability as provided for in Section 7, paragraph f, herein. The City will pay all costs of any such examination and Employee will receive a copy of the findings.



CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
CITY MANAGER

- f. **Bonding.** The City will provide and pay the cost of any fidelity or other bonds required of the Employee under any law or ordinance.
- g. **Communications.** The City will, during the term of this Agreement, provide Employee with the use of cellular phone and service (and, if applicable, portable radio transceiver including all channels utilized by the City), in accordance with City policy. Any costs associated with personal calls will be reimbursed to the City by the Employee. Also, during the term of this Agreement, the City will provide reasonable technology resources including laptop computer/peripherals, wireless service, and remote access to Employee's in-office technology resources.

8. **Termination.**

- a. **Expiration.** This contract expires as of the Expiration Date, unless otherwise extended or renewed in writing by the parties.
- b. **By City For No Cause.** Employee will serve at the pleasure of the City and nothing in this Agreement will prevent, limit, or otherwise interfere with the right of City to terminate the services of Employee at any time by 3/5 vote of the City Council, subject only to the provisions of this Agreement. If Employee is terminated by the City without just cause prior to the Expiration Date, and Employee is willing and able to perform the duties of City Manager, City agrees to pay to Employee on the effective date of termination a sum equal to \_\_\_\_\_ weeks of salary. In addition, City will pay Employee for any accumulated and unused leave pursuant to the terms City Personnel Policy in place upon the date of final execution of this Agreement.
- c. **By City For Cause.** In the event Employee is terminated for Cause, the City will pay Employee his salary at Employee's existing pay rate together with accrued but unused vacation and sick time or other benefits through the effective date of termination, pursuant to the terms of the City Personnel Policy in place upon the date of final execution of this Agreement.
  - i. Cause shall be defined as:
    - 1. Being convicted of a felony;
    - 2. Being adjudicated by the applicable state governing body of a violation of the Code of Ethics for Public Officers and Employees (Chapter 112, Florida Statutes);
    - 3. Being convicted of engaging in any act of fraud or theft;
    - 4. Employee's failure to follow the assigned duties or the reasonable directions of the City Council after written notice of such failure and a reasonable opportunity to remedy such failure has been provided to Employee;
    - 5. A material breach of this Agreement; or

CITY OF CRYSTAL RIVER  
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CITY MANAGER

6. Any conduct that would be cause for termination pursuant to the City Personnel Policy in place upon the date of final execution of this Agreement.
- d. ***By Employee - Effective Termination/Involuntary Resignation.*** In the event the City, at any time during the Employment Term, reduces the salary or other financial benefits of Employee, then the Employee may, at his option, be deemed to be “terminated” at the date of such action and the provision of paragraph 8(b) shall take effect.
- e. ***By Employee - Voluntary Resignation.*** Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from the position of City Manager. In the event Employee voluntarily resigns as City Manager prior to the Expiration Date of this Agreement, Employee agrees to give City a minimum of thirty (30) days’ written notice in advance, or such shorter period as the City shall approve. In the event Employee resigns, as provided for by this section, Employee’s salary and benefits will continue until the effective date of Employee’s resignation and Employee will receive payment for any earned but unused vacation and sick time or other benefits, pursuant to the existing City Personnel Policy, calculated at Employee’s pay rate on the effective date of the resignation.
- f. ***In the Event of Employee Disability.*** If Employee is permanently disabled or is otherwise unable to perform the duties and responsibilities of the City Manager position due to health, accident, injury or mental incapacity for a period in excess of twenty (20) days, the City may, by a 3/5 vote of the City Council, require Employee to submit reports from competent medical authorities, as provided for by Section 6, paragraph g, of this Agreement, regarding Employee’s physical and mental condition. After reviewing such reports and any additional information provided by the Employee, City may terminate the Employee if the City determines by a 3/5 vote of the City Council that the Employee is not physically or mentally able to perform the duties and responsibilities of City Manager. If terminated under this section, the Employee will receive payment of salary until the effective date of termination and any earned but unused vacation or sick time or other benefits, pursuant to the existing City Personnel Policy, calculated at Employee’s then existing pay rate.
- g. ***In the Event of Death of Employee.*** Should employee die during the term of this Agreement, all amounts due Employee as of the date of death, including accrued salary, and accrued but unused vacation time, and other benefits, shall be paid to Employee’s designated beneficiary, according to written instruction on file with the Human Resources Division or personnel file.
- h. ***Severance Pay / Payment at Separation.***

CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
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- i. *Timing of Payment.* If Employee is terminated (with or without cause) or resigns, the City will pay all amounts due Employee in the ordinary course of payroll. In the event of death, the City will pay all amounts otherwise due Employee to Employee's beneficiary within thirty (30) calendar days.
- ii. *Limitations.* In accordance with Section 215.425, Florida Statutes, if Employee is terminated for cause, including misconduct, no severance pay shall be paid, and all other limitations set forth in the statute shall apply.

9. **Indemnification.**

- a. The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the Employee against any action for any injury or damage suffered as a result of any act, event, or omission of action that the Employee reasonably believes to be in the scope of his duties or functions, unless he acted in bad faith or with malicious purposes or in a manner exhibiting wanton and willful disregard of human rights, health, safety and welfare of the citizenry, or property of the City.
- b. The City shall not be liable for the acts or omission of the Employee committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purposes or in a manner exhibiting wanton and willful disregard of human rights, health, safety and welfare of the citizenry, or property of the City. In such instance, Employee shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the conduct.
- c. Said indemnification shall extend beyond the termination of employment and the Expiration Date of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether notice of claim or filing of a lawsuit occurs during or following employment with the City.

10. **Notices.** Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the party noticed, or if mailed by registered or certified mail, return receipt requested, addressed to the recipients at:

City: Mayor  
City of Crystal River  
123 NW Highway 19  
Crystal River, FL 34428

Employee: \_\_\_\_\_  
\_\_\_\_\_

CITY OF CRYSTAL RIVER  
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Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice will be deemed given the date of personal service or four (4) calendar days after the date of transmission by US Postal Service by certified mail. Notification of changes in the address for notices will be made to the other party by the same procedure as set forth in this Section.

**11. General Provisions.**

- a. ***Amendment and Modification.*** This Agreement may not be amended or modified except by written agreement duly executed by the parties hereto.
- b. ***Assignment.*** This Agreement shall not be assignable.
- c. ***Dispute Resolution and Enforcement.*** All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) calendar days by professionally-assisted mediation by a Florida Supreme Court Certified Circuit Civil Mediator. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction pursuant to the Law of Agreement provisions contained in this Agreement.
- d. ***Expenses, Attorney's Fees and Costs.*** In the event an action is commenced to enforce this Agreement, except for pre-suit mediation pursuant to Section 10(c), each party shall be responsible for its own costs of said action including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding.
- e. ***Law of Agreement.*** The parties agree that this Agreement is consummated and entered into in Citrus County, Florida. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Florida. All questions, issues or disputes arising out of or under this Agreement and any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties, only in the state circuit court in and for Citrus County, Florida and each of the parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any

CITY OF CRYSTAL RIVER  
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action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

- f. **Waiver of Jury Trial.** The parties hereto shall, and they hereby do, waive trial by jury in action, proceeding or counterclaim brought by either party against the other with respect to any matters whatsoever arising out of or in any way connected with this Agreement. The parties acknowledge that this provision is a material inducement to their respective execution of this Agreement.
- g. **Entire Agreement; Conflict and Merger.** This Agreement and any attachments duly executed by the City and the Employee contain the entire and only understandings and agreements between the City and the Employee relating to the subject matter hereof. Any representations, provisions, understandings, or conditions not contained herein will be of no effect and will not be binding on City or Employee. To the extent this Agreement and the City Personnel Policy in place at the time of final execution of this Agreement are in direct conflict, if any, the terms of this Agreement shall govern and prevail.
- h. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- i. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- j. **Force Majeure.** Neither the City nor the Employee will be liable or in default for any delay or failure to perform under this Agreement resulting directly, or indirectly, from any cause beyond their reasonable control, including, but not limited to, war, insurrection or any acts of God.
- k. **Binding.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs, and personal representatives.
- l. **Jointly Drafted.** The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

CITY OF CRYSTAL RIVER  
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- m. **Cooperation.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement.
- n. **Time of the Essence.** Time shall be of the essence of this Agreement.
- o. **Counterparts.** This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.
- p. **Headings and Gender Usage.** In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material or limiting provisions of this Agreement.

[INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]

CITY OF CRYSTAL RIVER  
EMPLOYMENT AGREEMENT FOR  
CITY MANAGER

IN WITNESS HEREOF, the City of Crystal River, by City Council approval at the Regular Meeting of \_\_\_\_\_, has caused this Agreement to be signed and executed on its behalf of the City by the mayor, duly attested by the Acting City Clerk, and the Employee has signed this Agreement, both in duplicate.

**EMPLOYEE**

**CITY OF CRYSTAL RIVER,  
FLORIDA**

_____	_____
<i>Signature</i>	<i>Signature</i>
_____	JOE MEEK
<i>Printed Name</i>	<i>Printed Name</i>
City Manager	Mayor
<i>Title</i>	<i>Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

ATTEST: \_\_\_\_\_  
Mia Fink, CMC, City Clerk

APPROVED AS TO FORM AND CONTENT:  
\_\_\_\_\_  
Jennifer C. Rey, Esq., City Attorney

## ATTACHMENT "D"

### EMPLOYMENT AGREEMENT BETWEEN CITY OF CRYSTAL RIVER, FL AND DAVID BURNELL

This agreement for employment of a City Manager has been entered into by and between the CITY OF CRYSTAL RIVER, FLORIDA (hereafter "EMPLOYER") and DAVID BURNELL (hereafter "EMPLOYEE").

#### COMMENCEMENT DATE

This employment agreement between the EMPLOYER and the EMPLOYEE will commence on July 19, 2014, upon approval by City Council. This agreement is subject to termination by the two parties as set forth in Article IX of this agreement.

#### ARTICLE I

##### DUTIES AND RESPONSIBILITIES OF EMPLOYEE

The EMPLOYEE shall have those duties and responsibilities as set forth in the City Charter and City Ordinances and the job description enacted or established by the EMPLOYER relative to the position of City Manager. The City Manager, subject to the limitations defined in ordinances and resolutions to be adopted by the EMPLOYER from time to time, and the laws of the State of Florida, shall be the Manager of the City, responsible to the Mayor and City Council for proper administration of the business affairs of the City, the Statutes of the State of Florida, the ordinances of the City of Crystal River, and the resolutions and directives of the Mayor and Council.

#### ARTICLE II

##### SALARY

The annual salary of the EMPLOYEE pursuant to this Employment Agreement shall be \$82,000 per year effective as of July 19, 2014. Salary payments shall be made to the EMPLOYEE on a bi-weekly basis consistent with the pay periods in effect for other non-represented employees of the EMPLOYER.

The annual salary shall be reviewed for possible adjustment after one year. The annual salary for future years shall be determined by majority vote of the Mayor and Council, with any salary adjustments determined under this Article to go into effect with the first pay period commencing after January 1 of each year. Mayor and Council may set such future salaries on any basis they determine to be in the best interests of the EMPLOYER.

#### ARTICLE III

##### HEALTH and LIFE INSURANCE

The EMPLOYER shall provide health insurance coverage for the EMPLOYEE or the employee's dependents on the same basis as such coverage is extended to other full-time employees of the City.



ARTICLE IX  
TERMINATION OF AGREEMENT

The EMPLOYEE shall be an "at-will employee" and thus may be discharged or terminated at any time without reason or cause upon a majority vote of City Council. If termination is without just cause, the EMPLOYEE shall receive written notice of termination and twenty (20) weeks of severance compensation at his rate of pay as of the date of termination. If a majority of City Council ask for EMPLOYEE'S resignation during a Council meeting it will be considered an act of termination without cause, and EMPLOYEE will be eligible for severance. The EMPLOYEE agrees not to file for unemployment compensation for a period of not less than twenty (20) weeks from the date of termination.

If termination is for cause, defined as malfeasance, misfeasance, or willful misconduct in office, the EMPLOYEE may be terminated immediately upon written notice and shall not be entitled to severance compensation.

EMPLOYEE may terminate this agreement by giving the EMPLOYER a minimum of thirty (30) calendar day's written notice prior to the EMPLOYEE'S final day of employment, with the final day of employment defined as the last day of actual work in service to the EMPLOYER.

ARTICLE X  
DURATION

It is recognized that this revised agreement shall remain in full force and effect for an indefinite period. A request to modify the agreement can be made by either party. This agreement can only be modified at any time upon approval by both the EMPLOYER and the EMPLOYEE. Termination of this agreement shall be in accordance with Article IX of this agreement.

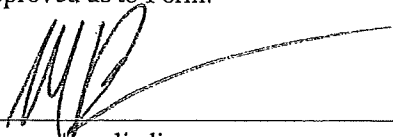
ARTICLE XI  
RESIDENCY

The EMPLOYEE shall maintain residency within the corporate limits of the City of Crystal River or directly on the shoreline of Kings Bay outside of corporate limits while in the active employment of the EMPLOYER.

ARTICLE XII  
PERFORMANCE EVALUATION

The City Council shall formally evaluate the EMPLOYEE'S performance at least once annually. The City Council may base the annual evaluation on whatever performance criteria they determine to be in the best interests of the EMPLOYER. The results of each annual performance evaluation shall be provided to the EMPLOYEE.

Approved as to Form:



George Angelidis  
City Attorney

5/12/2014  
Date


**ADDENDUM # 1 TO THE**  
**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CRYSTAL RIVER, FL**  
**AND DAVID BURNELL**

This is an addendum to the original Employment Agreement between the City of Crystal River, FL and David Burnell signed and approved by Council on the 12<sup>th</sup> day of May 2014.

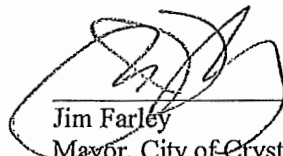
**COMMENCEMENT DATE**

This employment agreement between the EMPLOYER and the EMPLOYEE will commence on June 14, 2014. The City Council approved this change at their May 27, 2014 meeting.

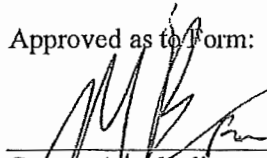
EMPLOYEE

  
\_\_\_\_\_  
Dave Burnell                      6-10-14  
City Manager                      Date

EMPLOYER

  
\_\_\_\_\_  
Jim Farley                      6-3-14  
Mayor, City of Crystal River                      Date

Approved as to form:

  
\_\_\_\_\_  
George Angeladis                      6-5-14  
City Attorney                      Date

**City of Crystal River  
Independent Contractor Agreement  
PROJECT CONSULTANT**

**ATTACHMENT "E"**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Dave Burnell (hereinafter the "Contractor"), whose address is \_\_\_\_\_ and the City of Crystal River, a municipal corporation, with its principal office in located at 123 NW Highway 19, Crystal River, Florida 34428, (hereinafter the "City") (severally a "Party" or collectively, the "Parties".)

**WHEREAS**, Dave Burnell has been employed by the City of Crystal River as its City Manager pursuant to that certain agreement dated May 12, 2014;

**WHEREAS**, Dave Burnell gave notice to City Council on January 28, 2019 of his intent to retire;

**WHEREAS**, City Council desires to retain Dave Burnell on an independent contractor basis, subsequent to his employment as city manager, to serve as project consultant for certain designated special projects for which Contractor is uniquely qualified to assist;

**WHEREAS**, Contractor has specialized knowledge, skill and ability and desires to offer consulting and other services to coordinate and maintain certain special projects;

**WHEREAS**, the parties have negotiated this Independent Contractor Agreement which outlines the terms and conditions of Contractor's engagement as a Project Consultant.

**NOW THEREFORE**, for the reasons set forth above and in consideration of the mutual promises, covenants and agreements of the parties hereto, together with other good and valuable consideration, including the Contractor's compensation, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are agreed by the parties to be true and correct and incorporated herein as if set forth in *haec verba*.

2. Term. The term of this Agreement ("Term") shall commence on \_\_\_\_ day of \_\_\_\_\_ 20\_\_ and be for an initial term of \_\_\_\_\_ calendar days / months. This Agreement is automatically renewable for one additional term unless extended or earlier terminated as provided for herein.

3. Scope of Services and Service Delivery Standards. For the Term of this Agreement, the Contactor agrees:

a. To provide Consultation and Coordination activities and programs as set forth in Exhibit A, which is attached hereto and incorporated herein as if set forth in its entirety;

b. To follow all established policies, procedures, and directions of the City, and comply with all regulations, statutes, ordinances and other safety and legal requirements.

c. To cooperate with all agents, Contractors and employees of the City in all reasonable manners;

d. To, at all times during the Term of this Agreement, maintain all registrations and licenses required by the State of Florida, if any, and shall comply with applicable federal and state laws; be and remain duly licensed by the State of Florida, if required, to provide services under this Agreement, without restrictions, comply with and be otherwise controlled and governed by the ethics and standards of care of the art gallery consultation profession in which Contractor shall, from time to time, provide services hereunder;

e. To provide proof of insurance, licensure (occupational, professional, and driving when applicable) and evidence of credentials upon request and to notify the City immediately upon any change in insurance or licensure;

f. To submit to background screening and criminal record checks as statutorily required, or as otherwise requested by the City including local, state and federal checks. Contractor authorizes the City to request personal and professional background information relating to the Contractor's performance, capabilities and suitability for working with the public.

4. Payment. City shall pay to Contractor the sum of \_\_\_\_\_ per month due and payable on the \_\_\_ of the month.

5. Independent Contractor. It is understood that Contractor is an independent Contractor and not an agent or employee of the City for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of the Contractor under unemployment insurance, Social Security and income tax laws. Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the City with proof of insurance upon demand. The parties agree that the City shall not:

- a. Pay dues, licenses or membership fees for Contractor;
- b. Require attendance by Contractor, except as otherwise specified herein;
- c. Control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or
- d. Restrict or prevent Contractor from working for any other party.

Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

6. Compliance with City Policies. The Contractor agrees to comply with all policies and procedures of the City which may be revised from time to time, including policies related to conduct, treatment of participants, and other procedures related to the orderly conduct of City's business. Failure to comply with City policies shall be deemed a breach of this Agreement.

7. Access to City Hall and Public Records Requirements. The City agrees to provide reasonable access to City Hall during the City's regular business operating hours to enable the Contractor to perform contracted services as specified herein. All files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed by Contractor during the performance of services rendered to City are the intellectual property of the City and will be the sole property of the City and subject to public records requirements.

8. Conflict of Interest. The standard of behavior at the City is that all stakeholders and Contractors scrupulously avoid conflicts of interest between the interests of City on one hand, and personal, professional, and business interests on the other. This includes avoiding potential and actual conflicts of interest, as well as perceptions of conflicts of interest. This policy's purposes are to protect the integrity of the City's decision-making process, to enable the City's constituencies to have confidence in the City's integrity, and to protect the integrity and reputations of stakeholders. Upon execution of this Agreement, Contractor will make a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and will be updated as appropriate. In the course of meetings or activities Contractor will disclose any interests in a transaction or decision where Contractor or Contractor's relations or other close associates will receive a benefit or gain.

9. Dispute Resolution. Any dispute concerning the delivery of services under this Agreement shall be addressed with the City Manager. The Contractor will provide a written memorandum to the City Manager. The Contractor will be notified in writing, in accordance with the notice provision of this Agreement, of the City Manager's decision.

10. Hold Harmless and Indemnification. The Contractor for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the Contractor, its agents assistants or employees, during the term of this Agreement, as a result of the services provided hereunder. The City shall not be responsible for any damage or injury that may happen to the Contractor, its agents, assistants, employees, patrons guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. Contractor further agrees to pay interest at the highest percentage rate per year allowable by law on any necessary expenses or costs incurred by City in the enforcement of this provision.

11. Expenses, Attorneys' Fees, and Costs. In the event an action is commenced to enforce this Agreement, costs of said action including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. If the City, in the enforcement of any part of this Agreement, shall incur expenses, or become obligated to pay attorneys' fees or court costs, Contractor agrees to reimburse the City for such expenses, attorneys' fees, or costs within fifteen (15) calendar days after receiving written notice from the City of the incurring of such expenses, costs, or obligations.

12. Notices. Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the party noticed, or if mailed by registered or certified mail, return receipt requested, addressed to the recipients at:

Contractor Address:

City Manager  
City of Crystal River  
123 NW Highway 19  
Crystal River, Florida 34428

With a Copy To:  
The Hogan Law Firm, LLC  
20 S. Broad Street  
Brooksville, Florida 34601

13. Termination. This Agreement may be terminated by either party upon thirty (30) calendar days prior written notice; or by City, immediately when funding for contracted services as described herein is reduced or discontinued.

14. Amendment and Modification. The City reserves the right to modify or amend the terms of the Scope of Services provision of this Agreement if the nature of the Scope of Services is required to be modified or amended: by any governmental or funding entity requirement; due to changes in the law; changes in the availability of funds for the Scope of Services or other change of circumstances. In the event the Scope of Services is amended or modified by the City, the parties agree to work together in good faith to renegotiate changes to the Payment provision of this Agreement, if applicable. All other terms, conditions and provisions of this Agreement shall remain in full force and effect unless modified, changed, altered or amended, in writing, executed by both parties.

15. Assignment. This Agreement shall not be assigned nor may any portion of the Scope of Services contemplated in the Agreement be subcontracted to another party without prior written approval of the City.

16. Dispute Resolution and Enforcement. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the parties, followed if necessary within thirty (30) calendar days by professionally-assisted mediation by a Florida Supreme Court Certified Circuit Civil Mediator. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the

dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction pursuant to the Law of Agreement provisions contained in this Agreement.

17. Expenses, Attorney's Fees and Costs. In the event an action is commenced to enforce this Agreement, except for pre-suit mediation pursuant to Section 10(c), each party shall be responsible for its own costs of said action including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding.

18. Law of Agreement. The parties agree that this Agreement is consummated and entered into in Citrus County, Florida. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Florida. All questions, issues or disputes arising out of or under this Agreement and any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties, only in the state circuit court in and for Citrus County, Florida and each of the parties irrevocably consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

19. Waiver of Jury Trial. The parties hereto shall, and they hereby do, waive trial by jury in action, proceeding or counterclaim brought by either party against the other with respect to any matters whatsoever arising out of or in any way connected with this Agreement. The parties acknowledge that this provision is a material inducement to their respective execution of this Agreement.

20. Entire Agreement; Conflict and Merger. This Agreement and any attachments duly executed by the City and the Employee contain the entire and only understandings and agreements between the City and the Employee relating to the subject matter hereof. Any representations, provisions, understandings, or conditions not contained herein will be of no effect and will not be binding on City or Employee. To the extent this Agreement and the City Personnel Policy in place at the time of final execution of this Agreement are in direct conflict, if any, the terms of this Agreement shall govern and prevail.

21. Waiver. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. The waiver by any party hereto of a breach of any provision of



this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

22. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

23. Force Majeure. Neither the City nor the Employee will be liable or in default for any delay or failure to perform under this Agreement resulting directly, or indirectly, from any cause beyond their reasonable control, including, but not limited to, war, insurrection or any acts of God.

24. Binding. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, heirs, and personal representatives.

25. Jointly Drafted. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

26. Cooperation. The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement.

27. Time of the Essence. Time shall be of the essence of this Agreement.

28. Counterparts. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

29. Headings and Gender Usage. In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material or limiting provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective on the day and year first above written.

**CONTRACTOR**

**CRYSTAL RIVER, FLORIDA**

*Signature*  
Dave Burnell

*Signature*  
Joe Meek

*Printed Name*  
Contractor

*Printed Name*  
Mayor

*Title*

*Title*

*Date*

*Date*

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

Distribution: Original to City Clerk, Copy to  
Contractor, Finance, and City File

JENNIFER C. REY, ESQ.  
THE HOGAN LAW FIRM  
AS CITY ATTORNEY

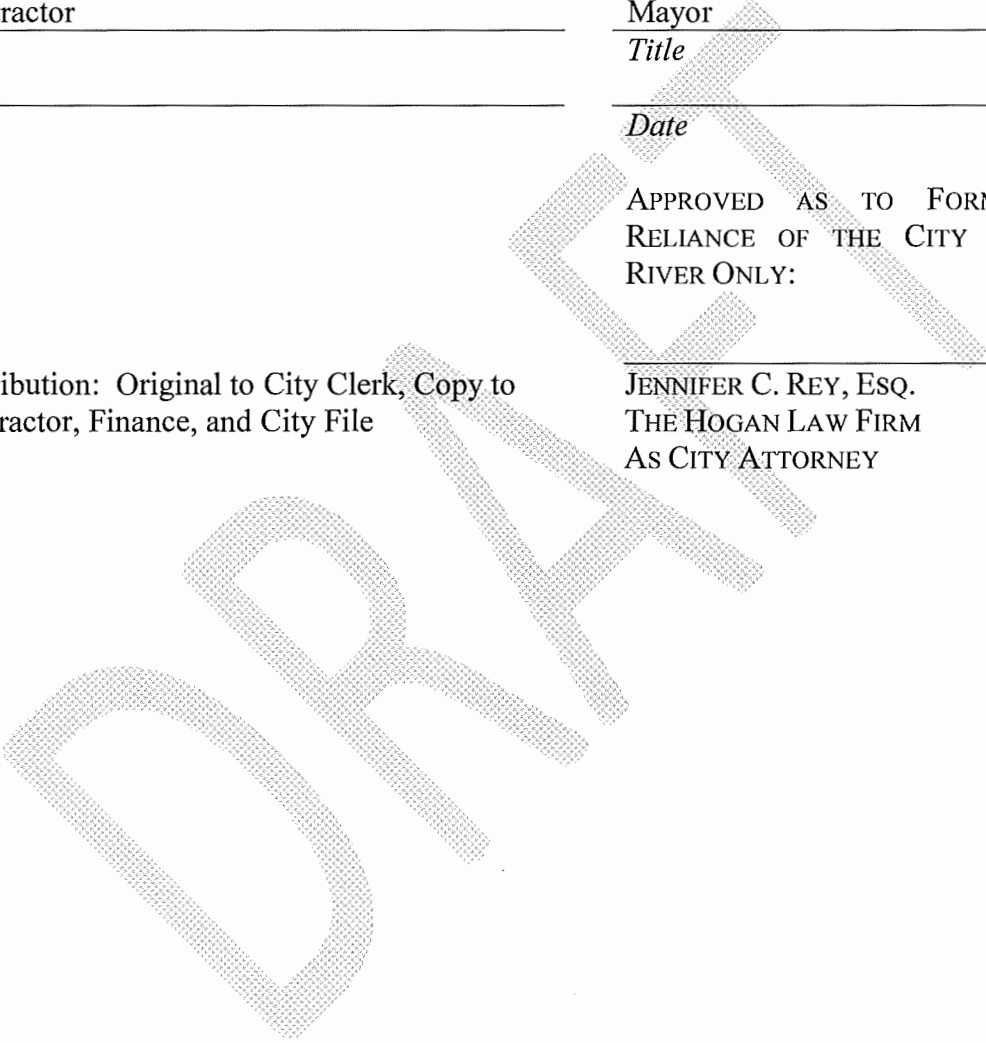


Exhibit A

The Contractor shall provide professional consultation services for the following projects:

Three Sisters Springs  
Sewer Conversion Project  
Town Square Project

And such other projects as the City Council may decide.

DRAFT

**ATTACHMENT "F"**

**DRAFT**

**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS**

**Minutes of the Meeting  
January 16, 2019**

**TIME:** 3:37 p.m.  
**PLACE:** Lecanto Government Building  
**ADDRESS:** 3600 W. Sovereign Path, Room 280, Lecanto, Florida 34461

*The numbers preceding the items listed below correspond with the published agenda.*

**1. Call to Order**

Chair Stone called the Withlacoochee Regional Water Supply Authority (WRWSA) Board of Directors meeting to order at 3:37 p.m. and requested a roll call.

**2. Roll Call**

Mr. Richard Owen, WRWSA Executive Director, called the roll and a quorum was declared present.

**BOARD MEMBERS PRESIDING**

Michelle Stone, Chair, Marion County Commissioner  
Kathy Bryant, Marion County Commissioner  
Al Butler, Sumter County Commissioner  
William Kemerer, Brooksville City Councilor  
Dale Swain, Bushnell City Councilor

**ALTERNATE(S) PRESIDING**

Alys Brockway, Hernando County Water Res Mgr

**BOARD MEMBERS ABSENT**

Stephen Printz, *Vice-Chair*, Sumter County Commissioner  
Ken Brown, Crystal River City Councilor  
Scott Carnahan, Citrus County Commissioner  
Steve Champion, Hernando Co Commissioner  
Wayne Dukes, Hernando Co Commissioner  
Gary Ernst, Belleview City Commissioner  
Jeff Kinnard, Citrus County Commissioner  
Carl Zalak, Marion County Commissioner

**3. Introductions and Announcements**

**WRWSA STAFF PRESENT**

Richard Owen, Executive Director  
Larry Haag, Attorney  
Diane Salz, Governmental Affairs  
LuAnne Stout, Administrative Asst.

**OTHERS PRESENT**

Debra Burden, Citrus Co Water Conservation  
Michon Fabio, Marion County Water Res Liaison  
Frank DiGiovanni, City of Inverness City Manager  
Gregg Jones, Brown and Caldwell  
Denise Lyn, Citrus County Attorney  
Ken Hinkle, City of Inverness Council  
Richard Radacky, City of Brooksville Public Works Dir  
Dave Ryan, City of Inverness Council

**4. Pledge of Allegiance** – Chair Stone led those present in reciting the Pledge of Allegiance.

**5. Public Comment** – Chair Stone opened public comment and noted that no speaker cards were submitted. No audience members requested to address the Board.

**6. Consent Agenda**

- a. **Approval of Minutes** – The October 18, 2018 minutes were provided in the Board's meeting materials and recommended for approval.
- b. **Bills to be Paid** – Staff recommended ratification of November 2018 (\$95,581.32) and December 2018 (\$40,867.67) bills and approval of payment of January 2019 bills (\$57,886.00).

**Ms. Byrant moved, seconded by Mr. Swain, to approve Consent Agenda Items 6.a. and 6.b. The motion carried unanimously.**

#### **7. Election of Board Officers**

Mr. Owen explained the Board of the WRWSA annually elects its Board officers, including a Chair, Vice Chair and Treasurer, at its January meeting. The Executive Director is the Board Secretary who serves in an ex-officio capacity. Pursuant to the Election of Officers Policy, the Board may entertain nominations for individual officers or a slate of officers. Typically, the current Vice Chair is nominated to become Chair and the current Treasurer is nominated to become Vice Chair. The office of Treasurer is customarily filled by a Board member from the county without a representative as an officer in the current slate of officers. This practice is informal, and circumstances may warrant nominations and elections to deviate from this practice. Also, pursuant to the Board Policy, the current Chair will chair the complete January meeting. The new officers will take their respective seats 24 hours before the next Board meeting.

Current Board officers include Marion County Commissioner Michelle Stone, Chair; and Sumter County Commissioner Steve Printz, Vice Chair. The Treasurer position is currently vacant due to the resignation of Citrus County Commissioner Jeff Kinnard. Hernando County currently does not have a Board representative as an officer.

**Mr. Kemerer moved to nominate Ms. Stone for Chair, Mr. Printz for Vice-Chair, and Mr. Dukes for Treasurer. Mr. Swain seconded the motion and it carried unanimously.**

#### **8. City of Inverness Request for Board Representation**

Mr. Owen said the Authority has received a request from the City of Inverness in Citrus County to have representation on the Authority Board. The Interlocal Agreement creating the Authority provides that there may be one (1) municipal representative from each of the member counties. The City of Inverness correspondence and relevant portion of the Interlocal Agreement were included in the Board's meeting materials. Currently the City of Crystal River is the municipal representative from Citrus County, with Councilman Ken Brown representing Crystal River. Crystal River and Inverness are the only two municipalities in Citrus County.

The Interlocal Agreement is silent on how to handle a situation where municipalities within an Authority member county have not reached agreement on WRWSA Board representation. To the best of staff's knowledge, this situation has not been previously encountered. If the cities of Crystal River and Inverness cannot reach a mutual agreement on WRWSA Board representation, one way for the Board to address this issue is to adopt a Board policy. One option would be to provide for rotation among multiple municipalities within a member county who desire to have representation on the WRWSA Board.

Mr. Owen said he received a message from Mr. David Burwell, City of Crystal River City Manager, saying the issue had been resolved but a definite date was not given for the rotation to begin.

Mr. Frank DiGiovanni, City of Inverness City Manager, addressed the Board regarding the City of Inverness' desire to reestablish communication with the Authority. He noted that three elected officials were also in attendance. He provided a brief history of past participation. Mr. DiGiovanni said that water is a serious business and working together collectively brings the region to the best decisions for the future.

In response to Chair Stone's inquiry, Mr. DiGiovanni said he was not aware of whether the issue was resolved. Chair Stone thanked the City officials for their interest and being here today.

**Since this is the start of a new year and the City of Inverness has expressed interest in being part of the Authority, Ms. Bryant moved for rotation between the cities to begin in January and appointed this month as the start for the City of Inverness. Mr. Swain seconded the motion.**

In response to Mr. Kemerer's question, Mr. Haag said the issue is agreement by the cities and the interlocal agreement does not include language if the cities do not agree. Mr. Kemerer said his concern is whether the Board is being presumptive in taking action. Mr. Haag noted that he is also general counsel to the City of Inverness and would prefer questions be directed to Mr. Owen.

Mr. Owen said he reached out to the City of Crystal River staff but has not spoken to Mr. Brown. He noted that no resolutions from the cities as called for in the interlocal agreement have been found in the Authority's records.

Mr. Owen suggested not taking action today but allow for staff to ensure the City of Crystal River Council representative is aware of the situation and reach out to the Crystal River City Manager to ensure everyone is on the same page with their positions. Also, he suggested, at the Board's next meeting, considering a proposed policy if they do not agree, calling for in those circumstances there be an alternating representation of municipalities which have shown interest to be on this Board.

Mr. Kemerer said perhaps resolutions should be requested by the interested municipalities to provide a basis for representation so proper documentation is available.

**Ms. Bryant amended the motion for rotation of the City of Inverness on the Board and its year starting at this meeting; and allow staff to communicate with the City of Crystal River about the rotation process and previous agreement of alternating representation between the City of Inverness and the City of Crystal River as stated in Section V of the Interlocal Agreement. If the City of Crystal River has an issue with the Board's action, this item will be considered at the Board's next meeting. Mr. Swain seconded the amended motion.**

**Chair Stone called for the vote on amending the motion and it carried with Mr. Kemerer dissenting.**

Chair Stone opened the floor to public comment.

Mr. Ken Hinkle, City of Inverness Council, said, for the Board's information, he has volunteered to be the City's representative.

Ms. Denise Lyn, Citrus County Attorney, said she was contacted by the City of Crystal River's attorney who expressed Crystal River's interest in continuing representation on the Board. She noted that Ms. Jennifer Rey had a conflict and could not attend today's meeting.

Chair Stone closed public comment.

**Chair Stone called for the vote on the motion and it carried with Mr. Kemerer dissenting.**

In response to Mr. Haag's inquiry, Chair Stone said resolutions should be provided as noted in the interlocal agreement.

Chair Stone welcomed Mr. Hinkle who will be at the next meeting.

#### **9. Regional Water Supply Plan Update**

Mr. Gregg Jones, Brown and Caldwell, presented an update on the Regional Water Supply Plan project progresses, with a focus on estimating future water savings through conservation, evaluating potential supply sources and seeking input from various public supply utilities in the region.

This was an information item only and no Board action was required.

**10. Phase 4 Enhanced Irrigation System Evaluation Program Status Report**

Mr. Owen presented a status update to the Board on the Phase 4 Enhanced Irrigation System Evaluation Program. The Program is co-funded by the Southwest Florida Water Management District, participating utilities and the WRWSA. Participating utilities include Citrus, Hernando and Marion counties, the Village Center Community Development District (VCCDD) and the North Sumter County Utility Dependent District (NSCUDD).

The contractor continued to implement irrigation system audits for customers within the five utilities through September 2018, consistent with the project timeline. The contractor has started conducting follow-up visits with approximately 25 percent of the participating customers. Pre- and post-audit water use data will be collected by the participating utilities and provided to the WRWSA for analysis once one year of post-audit water use data is available. All data should be available by October 2019. The final report is scheduled for completion in early 2020.

Mr. Owen reviewed the number of audits performed for each entity and noted that activities are below the budgeted amount. He said he recently met with SWFWMD staff to discuss Phases 4 and 5 and a possible amendment to the Phase 4 Agreement may be necessary.

This was an information item only and no Board action was required.

**11. Charles A. Black Wellfield – Renewal and Replacement Fund Annual Report**

Mr. Owen stated that Citrus County has submitted to the Authority the annual report for the Charles A. Black (CAB) Wellfield Renewal and Replacement (R&R) Fund, documenting deposits and expenditures for the fiscal year ending September 30, 2018, the first two pages of which are included as an exhibit to this item. This annual report is required by the Water Supply Contract between the WRWSA and Citrus County. Staff has reviewed this report, has corresponded with Citrus County staff regarding several questions and based in part on the County's responses to these questions has found that the report is consistent with the pertinent Contract requirements.

**Mr. Swain moved, seconded by Mr. Butler, to accept Citrus County's annual report for the CAB R&R Fund, documenting expenditures and deposits for the fiscal year ending September 30, 2018.**

Mr. Owen said September 2018 was end of the second year of the new water supply contract with Citrus County. The annual minimum production charge of \$224,000 was not met for 2017-2018 and the County has agreed to include that amount in the December payment. The contract also includes an annual cost-of-living adjustment that tracks the County's COLA (1.76%) and the County has agreed to include the adjustment in the water rates.

In response to Ms. Bryant's inquiry, Mr. Owen said the R&R schedule includes all capital facilities and is updated every five years to ensure sufficient revenues are available. He said the \$160,000 is to purchase replacement emergency generators.

Ms. Bryant suggested scheduling a tour of the facility to enhance the Board's knowledge.

**12. Charles A. Black Wellfield – Citrus County Discussions**

Mr. Owen noted that Citrus County Commissioner and WRWSA Board member Jeff Kinnard contacted the Executive Director subsequent to the last WRWSA Board meeting and requested a meeting to discuss possible resolutions of the County's desire to take ownership of the Charles A. Black wellfield facilities. After consultation with the WRWSA Chair, the Executive Director and Authority Attorney met with Commissioner Kinnard and Citrus County Attorney Dennis Lyn.

Mr. Owen said, on November 29, the County proposed an option for termination of the existing purchase agreement and entering into a new agreement for the Authority's continued ownership of the Charles A. Black Wellfield, but no further payments for water by Citrus County until such time as the Authority had another member under contract to purchase similar or like amount of water (approximately 4.5 million gallons per day) which is the facility's capacity. Citrus County asked the Authority Executive Director to agree to the proposal. Mr. Owen said he told them he was not in a position to agree with the proposal but would bring it to the Authority Board. He encouraged Mr. Kinnard to discuss this item with the Board.

This was an information item only and no Board action was recommended at this time.

**13. Executive Director's Report**

- a. **Correspondence** – Included in the meeting materials, Mr. Owen noted a copy of correspondence sent to Purvis Gray and Company from the Citrus County Office of the Administrator regarding Budgetary Non-Compliance with Florida Statutes.
- b. **News Articles** – Mr. Owen noted the Florida Trend article written about Florida's future water supply was included in the meeting materials.
- c. **Other** – At Mr. Owen's request, he and Chair Stone on November 11 meet with the Citrus Chronicle Editorial Board to discuss the Authority's role and importance to the region, and the Charles A. Black Wellfield and its purpose.

**14. Legislative Report**

- a. **Draft Legislative Matrix** – Ms. Salz presented the proposed 2019 Legislative Issues for the Board's approval. Chair Stone said one of Marion County's legislative priorities is that water management districts streamline the grant process and also participate at a 25 percent funding level for all projects and the state match for a combined 50 percent.

Ms. Salz noted the 2019 Legislative Issues document will be posted on the Authority's website and a copy sent under a cover letter signed by the Chair to each legislator in the Authority's four-county region.

**Ms. Bryant moved, seconded by Mr. Swain, to approve the 2019 Legislative Issues as presented. Motion carried unanimously.**

- b. **Other** – Ms. Salz provided (1) an up-to-date list of legislators in the Authority's four-county region, (2) a copy of the letter being sent to each legislator congratulating and introducing them to the Authority, and (3) a copy of the Legislative Session's dates. She said a copy of the WRWSA 2019 Legislative Issues will be included in the letter and noted there is only one newly-elected legislator.

Ms. Salz reported on the announcement from Governor DeSantis regarding funding for Everglades Restoration and protection of water resources, along with establishment of the Office of Environmental Accountability and Transparency and appointment of a Chief Science Officer.

**15. Attorney's Report** – Mr. Haag said he had nothing to report at this time.

**16. Other Business** – None



**17. Next Meeting Time and Location**

- Next Regular Board Meeting – March 20, 2019 at 3:30 p.m. at the Lecanto Government Building, Room 166.
- Ms. Bryant noted she will be absent from the March meeting.

**10. Adjournment** – Chair Stone adjourned the meeting at 4:50 p.m.

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Michelle Stone, Chair

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Richard S. Owen, Executive Director

# City of Crystal River



## DEPARTMENTAL MONTHLY REPORTS SUMMARY

January 2019



## Departmental Monthly Reports Summary

### CITY MANAGER

**FINANCE DEPARTMENT: No report submitted by agenda deadline.**

### HR/RISK MANAGEMENT SUPERVISOR:

#### **Human Resource Activities:**

- Continue tracking one worker's compensation action and two FMLA actions.
- Received Mr. Scott Anderson's letter declining the position of Planning and Community Development Director.
- Posted Planning and Community Development Director vacancy on FL League of Cities, FL Government Finance Officers Association, Indeed, and city website.
- Attended FL Retirement System, BS&A, and IRMC Webinars. Held a meeting with FL League of Cities Account Executive, Andy Hanson and Safety Officer, Trevor Reschny.

#### **Risk Management Activities:**

- Conducted safety site visits to most city owned areas/buildings. An assessment report will be completed next month.
- Requested and received a complete claims history from the FL League.
- Provided claim information for the FL League regarding the incident with the gate at the TSS trail on December 28, 2018.
- Referred the FL League Claims Agent to the Assistant City Manager for further information regarding the damaged Trolley claim 11-29-17.

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

During the month of January Clerk's office staff attended and prepared minutes for meetings, prepared agendas and agenda items, handled public records requests, handled lot purchase/sales inquiries and deed inquiries, plot marking requests, prepared and filed liens, prepared and filed release of liens, performed notarizations, and the Clerk's office facilitated any bid openings. Clerk's office staff published advertising and notices of meetings, ordinances and workshops.

### **PUBLIC WORKS:**

#### **Parks:**

- Nothing new to report.

#### **Personnel:**

- Nothing new to report.

#### **Facilities:**

- DPW continued with the preparation of the FY19 fire house roof repair bid solicitation package; advertisement is expected to occur in April 2019.

#### **Public Water:**

- Staff continued assisting with the water meter replacement SRF application.

#### **Public Sewers:**

- The Lift Station #1 soil stabilization project on N. Citrus Ave. was completed. The actual grout volume injected was 424 CY for a resultant final cost of \$110,026.00 --- some \$50,000 less than the maximum authorized by Council on 11/13/18.

**Solid Waste:**

- Solid waste figures have been within normal averages; specific tonnages are available.

**Community Redevelopment Area:**

- DPW provided assistance with development of the Town Square concept plan.
- Staff secured a proposal to perform an asbestos survey on the Chamber building and has begun soliciting quotes for demolition.

**Roads:**

- Three Sisters Springs directional signs for the Paradise Point Road area were ordered.

**Drainage:**

- DPW coordinated the muck removal of the existing Hunter Springs cove DRA; Citrus County generously performed the excavation using their specialized equipment.

**Grant Projects:**

- Nothing new to report.

**Miscellaneous:**

- DPW assisted with the MLK parade.
- Pete's Pier boat ramp fixed dock and piling replacement project was awarded to Marlin Marine in the amount of \$9,984.00; work is expected to be complete prior to the start of Scallop Season.
- A concrete electric meter pole was installed for lighting of the N. Citrus Avenue gateway sign.

**SPECIAL EVENTS:**

The 2019 Florida Manatee Festival took place over MLK Day weekend and Saturday brought record number crowds to downtown Crystal River. Some windy and rainy weather on Sunday slowed down the numbers but overall the weekend was a huge success for The Chamber of Commerce, Crystal River Rotary and the city. MLK Day parade was held on MLK Day and was attended by most of our City Councilmembers as well as other community partners.

The special events office has a lot of interest from outside parties about doing events in the city. Special event permits were approved for: The Crystal River Scallop Fest, Kelly's ½ Shell Pub, and CR Church of God. Many limited-use permits were also processed for smaller events in this spring. We are busy planning for St. Patrick's Day on Citrus Avenue, an upcoming Music Under the Stars, and the Easter Egg Hunt at Hunter Springs.

**THREE SISTERS SPRINGS:**

Three Sisters Springs had a total of 9,364 visitors throughout the month of January. This was down 14.6% from January of 2018, with 1596 fewer visitors.

On January 31, FWC hosted a Facebook live post from the Boardwalk at Three Sisters Springs. This live post was viewed over 10,000 times.

This month on social media:

- Facebook:
  - New followers: 1,961
  - Total followers: 32,029
  - Post with the most people reached: "Manatees enjoying a beautiful morning at Three Sisters Springs". Reached 25,999 people.
- Instagram:
  - New followers: 1,268
  - Total followers: 6,425
  - Post with the most people reached: "Never tire of watching manatees at #threesisterssprings" reached 3,954 people and generated 52 visits to our profile, 4 people requested directions and 3 website clicks.

## **ASSISTANT CITY MANAGER**

### **FIRE DEPARTMENT:**

CRFD responded to 25 calls during the month of December, with 4 calls being canceled. There were 22 calls in city 4 of which was canceled, 3 outside of city calls 0 of which was canceled. Total water usage for the period was approximately 22,325 gallons.

**PLANNING & DEVELOPMENT SERVICES: No Report submitted by agenda deadline.**

### **PERMITTING & INSPECTIONS:**

During the Month of January there were 43 permits issued for a total of \$12,603.28 and 97 inspections performed: 94 building inspections and 3 final fire inspections.

## **COMMUNITY SERVICES**

### **Business Licensing**

There were 7 businesses that submitted paperwork to apply for a new business license and/or were approved for a business license in the City between January 1<sup>st</sup> and 31<sup>st</sup>, 2019.

The City of Crystal River currently has:

- 720 active business profiles for businesses operating in the city limits.
- 7 business profiles were terminated in the system.
- 14 remaining businesses of the 686 businesses notified for renewal have not paid their annual business tax (due 9/30/18) to the City of Crystal River by the end of December. (2.0%).
- 29 total pending licenses (25 renewals and 4 new businesses).

### **Code Enforcement**

- 12 new cases opened
- 6 complaints investigated
- 7 cases prepared for hearing
- 2 cases closed

Identified 2 vacation rentals in violation of city ordinance. Worked to gain compliance on work without permit cases. Completed training for Florida Association of Code Enforcement Level IV certification.

### **Park Rangers:**

**Hunter Springs Park:** Park Rangers had to remove some rocks in the swim area (ongoing problem). The park was very busy, and Rangers answered a lot of questions about manatee and area amenities.

**Jim Legrone Memorial Park:** Nothing to report.

**Kings Bay Park:** Received call regarding a local business owner's complaint of a possible sick raccoon wandering in and out of the park. Park Ranger monitored the animal and kept location of it while an issue with proper agency response was resolved. Animal Control ultimately responded after-hours following persistent requests for public safety reasons and they captured the raccoon. A park ranger was flagged

down the following day regarding another raccoon acting strangely in the area. Animal Control immediately responded and captured the second raccoon in the area of 1<sup>st</sup> and 3<sup>rd</sup>. Park Ranger noticed a tent pitched in the park on a rainy day - CCSO was notified and had the person take down the tent. A dead pelican found near the boat dock was removed and buried. The Manatee Festival involved closure of the park for two days (park rangers were not involved in set up or take down). Before and after the festival, complaints were received due to the bathrooms not being opened timely - due to the locks being changed Park Rangers had to notify Public Works had to respond to open them.

**Little Springs Park (Creative Park):** Received report that middle school aged children were going to the park and breaking things. It was noted that one of the fence slats was broken. Park rangers are keeping a close eye on the park.

**Pete's Pier Ramp & Dock:** Noticed the floating dock needed repairs and submitted work order. Rangers continued monitoring of the closed stationary dock and its temporary barricade for safety.

**Riverwalk:** Park rangers walked the trail almost every day, inspecting for any problems. Park ranger reported a broken irrigation line to Public Works and repair was pending at end of month.

**Three Sisters Springs:** Park rangers continued after-hours patrol of the refuge to ensure no one is there when it is closed.

**Yeoman Park:** Parks rangers continued patrol of the closed park. The County plans for the water line to be fixed in February. The park will be able to be re-opened once it has running water.

**General:** Park rangers received a variety of calls regarding assistance with the pay stations in the city, as well as kayak questions (launching etc.). Park Rangers checked and locked all parks.

### **Water Patrol**

Staff provided additional assistance to USFWS volunteers/staff and City park rangers during peak times. Assist USFWS staff and volunteers during open house events and provided directed patrols during Manatee Festival. Aided FWS with removal of a dead manatee located at Three Sisters; assisted USFWS Staffs with fact gathering related to death of a snorkeler at Kings Spring. Continued to work with City business tax staff to bring ecotourism vessels into compliance. Worked with FWC in the recovery and securing of a loose from mooring/at-risk sailboat in Kings Bay.

Responded to calls for service relating to the following concerns: Manatee interactions or injuries, usage of City docks at Kings Bay Park and Pete's Pier boat ramp, vessel speeds, non-compliant visitors at Three Sisters. 12 vessel speed concerns; 9 dive flag concerns; 15 paddle craft/swimmers or vessels in manatee sanctuaries; 1 vessel loose from mooring and/or adrift or sunk; 27 bow riding concerns; 6 manatee interaction concerns; 15 lack of required safety equipment; 5 interference with navigation of another vessel; 2 alcohol present where prohibited; 12 vessel speed issues; 2 paddle craft in swim area at Hunter Springs Park; 1 vessel beached in kayak launch at Hunter Springs Park.

**CRYSTAL RIVER CITY COUNCIL**

**Agenda Item Summary**

Meeting Date: February 25, 2019

Agenda Item Number: 5C

**Requested Motion:** Motion to approve a special event permit submitted by Pete's Pier for a Boat Auction.

**Summary:** Pete's Pier has submitted a special event permit for a boat auction to be held on March 15<sup>th</sup> and March 22, 2019. The auction will take place on the Pete's Pier property. Parking for the event will be at the grass lot outside Pete's Pier and shuttle parking from Kings Bay Plaza. Both lots will be manned and supervised by Pete's Pier staff. Normal operations to Pete's Pier and the City boat ramp will remain open.

**Staff Recommendation:** Staff recommends approval.

**Funding Information:**


Project Cost:

Funding Source:

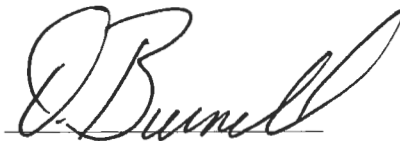
Amount Available:

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

**Approvals:**



Originating Department



City Manager

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

**Attachments:** Special event permit and Signage request

**Council Action:**

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



APPLICANT INFORMATION	
ORGANIZATION NAME	Pete's Pier
CONTACT PERSON #1	Boe Braccio
TITLE	owner
ADDRESS	1 SW 1st Place Crystal River FL 34429
PHONE NUMBERS	727-238-9157
E-MAIL ADDRESS	clubseaworthy@gmail.com
CONTACT PERSON #2	Greg Farmer
TITLE	Owner
ADDRESS	8010 US Hwy 19 W Pinellas Park FL, 33781
PHONE NUMBER	727-548-9303
E-MAIL ADDRESS	info@bayareauctionservices.com
ORGANIZATION WEBSITE	Bayareauctionservices.com
IS ORG 501-C	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, must provide documentation
GROUP LIABILITY INS.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
INSURED COMPANY	Hartelle Bay LLC
POLICY NUMBER	172312-20310693-18
<p>General liability insurance is required naming the City of Crystal River as additional insured. Limits of liability should be no less than \$1,000,000.00 each occurrence combined single limit for bodily injury and property damage. If food is being served, product liability must be included. If the event is approved for alcohol sales, insurance must include an alcohol endorsement.</p>	

EVENT INFORMATION	
NAME OF EVENT	Boat Auction <del>Pete's Pier Boat Auction</del>
TYPE OF EVENT	Boat Auction
EVENT DATE(S)	3/15 preview date      3/22 Auction date
EVENT TIMES	12:00      2:00pm      10am      4:30pm
EVENT DATE(S)	
EVENT TIMES	
EVENT LOCATION	1 SW 1st Place Crystal River FL 34429
ADDRESS	
DESCRIPTION OF EVENT	Boat Auction, selling new and used boats, trailers, boat parts, and motors

# OF PEOPLE EXPECTED	200			
FEES INVOLVED	ENTRANCE	\$ 0	DONATION	\$
	VENDOR	\$	BOOTH	\$
	OTHERS	\$		
PROCEEDS BENEFIT				
OPEN TO THE PUBLIC	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
FOOD SALES	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
ALCOHOL SALES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
REQUESTING OPEN CONTAINER WAIVER	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MERCHANDISE VENDORS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		
MUSICIANS	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

<b>EVENT SERVICES</b>			
REQUESTING CITY PROPERTY FOR EVENT	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, list property name and address below		
	PROPERTY ADDRESS		
REQUESTING ELECTRIC FROM CITY SITES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
LOCATION(S)			
WASTE PLAN	Open two <sup>additional</sup> office restrooms for the public to use		
WASTE HAULER	none		
RESTROOM FACILITIES	<input checked="" type="checkbox"/> ON PROPERTY	<input type="checkbox"/> PORTABLE FACILITIES	
	If portable, Company name		
# OF RESTROOMS	4	# OF HANDICAPPED	2
SECURITY	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If alcohol is served, CCSO must be hired		
SECURITY COMPANY	Bay Area Auction Services		
# OF PERSONS	3-5 <del>at 10:00 am</del> <del>on 5/10/16</del> 2 carts		
PARKING LOCATION(S)	1. Main parking lot Peter's Place 2. Two lots located at 420 SW 1st Place and SW 1st Place 3. shopping Plaza "Kings Bay"		
TOTAL SPACES	100-150		
HANDICAPPED SPACES	8		
If parking location is insufficient on site, parking arrangement letter(s) may be obtained from owner(s), renter(s) of additional parking sites. Letter must state permission from owner(s)/renter(s), date(s) of event, and number of handicapped and regular parking spaces provided.			
OTHER SERVICES	Golf cart shuttle provided by Kris Pirc.		

4 additional staff for traffic control  
 2- Pete's  
 1- Triangle  
 1- Kings Bay Plaza

<b>APPLICATION CHECKLIST</b>	
SITE PLAN (including)	A layout of the event site showing all structures with respect to existing buildings, property lines, roads, and walkways. A Google earth aerial map or other source will work as a base map.
	Proposed ingress and egress
	Tents, vendor booths; including food and beverage, restrooms, portable toilets, drinking fountains, tables, and rides.
	Parking areas: including number and location of handicapped spaces (must be 1 for every 25 regular spaces)
	Electrical hook ups
	Support vehicle locations and number of vehicles
	Signage
	Parade routes
	Certificate of liability insurance, as stated above.
	501 (c) 3 Determination letter- <i>if applicable</i>
	Liquor license
	Signed documentation of contact with businesses and/or residents directly impacted by event. Private property letter of consent
✓	Road closure request form <i>None</i>
	Signage request (outside of code ordinance)
	Meeting with City staff if required
	Additional parking location letter(s)
✓	Tent permit, if applicable <i>None</i>
	Special event fee, <i>due after approval of event by council</i>

<b>SPECIAL EVENT FEE SCHEDULE</b>			
Non-Profit		For-Profit	
Special Event	\$50.00	Special Event	\$150.00
Festival, with road closures and/or alcohol sales	\$250.00	Festival, with road closures and/or alcohol sales	\$500.00
<i>Special event fees are due immediately following approval of the event from the City of Crystal River council. Failure to submit payment within 15 days after receipt of invoice may result in cancellation of event.</i>			

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

The City of Crystal River issues a Special Event Permit to

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

Boat Auction  
to be held on the 22nd day of March, 20 19 until the  
22nd day of March, 20 19, during the hours of  
9am - 4pm.

The permittee has received the statement of the estimated cost of providing city personnel and equipment. The permittee will prepay these estimated costs for city services and equipment ten (10) days prior to the permitted special event.

The permittee shall be responsible for the property used for the event and will insure that the event area will be properly cleaned and restored and acknowledges that the permittee will be billed for the actual cost by the city for clean up and restoration

The clean-up deposit shall be returned after the event in a timely manner if the area was properly cleaned and restored.

The permittee shall be responsible and answerable to damages for any and all loss, damage or injury, together with the costs and expenses incidental thereto, arising out of or due to the negligence of the permittee, or any of the permittee's agents, employees, or volunteers in providing or failing to provide adequate care during the use of the City's water supply service, or other city property and facilities.

As a permittee, I do understand that a revocation of permit may be required according to section 3.94 of The City of Crystal River Code of Ordinances.

The permittee shall call for an inspection to assure compliance with all permitting conditions prior to opening the special event.

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

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

Witness their hands and seals this day and year.

Date: 02/01/19

Permittee: Peter's River Marina  
(Name of Organization)

Signed By: [Signature]  
(Contact person)

Print Name: Bob Braccio

Print Title: owner

City of Crystal River

Signed By: [Signature]  
(City Designee)

Print Name: Leslie Bollin

Print Title: S.E.C.

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

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

[Signature]  
Signature

02/01/19  
Date

Bob Braccio  
Printed Name

Address: 1502 1st Place

Telephone: 727-238-9157

Crystal River FL 34429

E-mail: clubsraworthy@gmail.com

Witness their hands and seals this day and year.

Date: 02/01/19

Permittee: Pete's Pier Marina  
(Name of Organization)

Signed By: [Signature]  
(Contact person)

Print Name: Bob Brucato

Print Title: owner

City of Crystal River

Signed By: [Signature]  
(City Designee)

Print Name: Leslie Solis

Print Title: Sec

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

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

[Signature]  
Signature

02/01/19  
Date

Bob Brucato  
Printed Name

Address: 15w 1st Place

Telephone: 727-238-9157

Crystal River FL 34429

E-mail: clubscraworthy@gmail.com

DECLIVED

Office Use Only JAN 17 2019

Date Received: \_\_\_\_\_ By: *[Signature]*

Via:  E-mail  Fax  In Person  Mail

Office Use Only

City Staff Approval

*[Signature]*

2/11/19

Sherriff's Depatment

Date

*[Signature]*

2/12/19

Fire Department

Date

*[Signature]*

2/11/19

Community Planning

Date

via email w/ comment

2.13.19

Code Enforcement

Date

*[Signature]*

2/19/19

Public Works

Date

*[Signature]*

2.7.19

Special Events

Date

City Manager/City Clerk

Date

Council Date: 2.25.19

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



2'x3' double sided  
Signage for Auction  
details



1/10/2019





## OUTSIDE CODE ORDINANCE SIGNAGE REQUESTS

Sign #1	
# Requested	6
Location(s)	SW 1st Place, Highway 19 & Kings Bay Drive,
Size	2'x3' Yard Signs within event & Kings Bay Plaza
Sign #2	
# Requested	2
Location(s)	Kings Bay Plaza
Size	4x8 "auction this way" 3.5x3.22
Sign #3	
# Requested	Boat w/ 4'x8' Banner & 2x3 Yard Signs
Location(s)	Kings Bay Plaza
Size	See above
Sign #4	
# Requested	
Location(s)	
Size	

Signage requests must be submitted with special events permits and applies to signs your event is requesting to put up outside the parameters of your event or prior to your event date. Signage used inside your event space during the dates of the event does not need to be included. Event signage may be placed 1 day prior to the event start date within a 1 mile radius of the event location. Yard signs will be limited to 18"x24" and cannot obstruct the view of traffic in any way. Signage must be removed 1 day following your event.

2/1/2019

Gmail - RE: Pete's Pier Marina

Parking



Club Seaworthy <clubseaworthy@gmail.com>

---

**RE: Pete's Pier Marina**

1 message

---

**campre@frontier.com** <campre@frontier.com>  
To: Club SeaWorthy <clubseaworthy@gmail.com>

Mon, Jan 28, 2019 at 3:27 PM

Boe,

The area you selected is fine. We will also need a Certificate of Insurance naming the owner of the center as "Additional Insured". The owner's information is:

Southeast Partners

c/o Southern Property Management

[2422 Hamburg Turnpike](#)

[Wayne, NJ 07470](#)

Thanks,

Colin

Colin Campbell, Jr., CRX, CSM

Campbell Real Estate, Inc.

[2608 Sablewood Drive](#)

[Valrico, FL 33596](#)

813-661-0500

**From:** Club SeaWorthy <clubseaworthy@gmail.com>  
**Sent:** Monday, January 28, 2019 3:06 PM  
**To:** [campre@frontier.com](mailto:campre@frontier.com)  
**Subject:** Pete's Pier Marina

Colin, It was very nice meeting you at Kings Bay Plaza. We discussed overflow parking for our upcoming boat auction at Pete's Pier Marina on Friday March 22nd 2019. I've included in this email a satellite photo of the area we would like to use in the event that we need additional car parking. I really don't think we will need the space but it is nice to have a backup plan. We really appreciate your assistance and look forward to working with you in the Summer for the scallop season.

Thank you in advance. Boe 727-238-9157



Overflow parking  
may not need, but we  
will ask owner for permission  
to use.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2019

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

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

<b>PRODUCER</b> Legacy Underwriters, Inc. PO Box 55279  Saint Petersburg FL 33732-5279  <b>INSURED</b> Frye One Pete's Pier LLC 1 SW 1st Place  Crystal River FL 34429	<b>CONTACT NAME:</b> Theresa Jewell <b>PHONE (A/C, No, Ext):</b> (727) 490-6780 <b>FAX (A/C, No):</b> (727) 502-6316 <b>E-MAIL ADDRESS:</b> tjewell@legacyunderwriters.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> XL Catlin Insurance Company	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL1853101550                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			0M00065439MA18A	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> MOLL Includes 1 Crew  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Crystal River  
 123 US-19  
 Crystal River, FL 34428

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa Jewell/JEWELL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2019

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

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<b>PRODUCER</b> Legacy Underwriters, Inc. PO Box 55279  Saint Petersburg FL 33732-5279		<b>CONTACT NAME:</b> Theresa Jewell <b>PHONE (A/C, No. Ext):</b> (727) 490-6780 <b>FAX (A/C, No):</b> (727) 502-6316 <b>E-MAIL ADDRESS:</b> tjewell@legacyunderwriters.com																						
<b>INSURED</b> Frye One Pete's Pier LLC 1 SW 1st Place  Crystal River FL 34429		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td><b>XI. Catlin Insurance Company</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	<b>XI. Catlin Insurance Company</b>		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES**      **CERTIFICATE NUMBER:** CL1853101550      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> MOLL Includes 1 Crew  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		DM00065439MA18A	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000. \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

### CERTIFICATE HOLDER

### CANCELLATION

Southeast Partners c/o Southern Property  
2422 Hamburg Turnpike  
Wayne, NJ 07470

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa Jewell/JEWELL

**CRYSTAL RIVER CITY COUNCIL**

**Agenda Item Summary**

Meeting Date: February 25, 2019

Agenda Item Number: 5D

**Requested Motion:** Motion to approve the scheduling an FY 2020 Budget Workshop for Wednesday, March 27, 201 at 1:00 p.m. to be held in the Council Chambers.

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

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

**Funding Information:**

Project Cost: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Amount Available: \_\_\_\_\_

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

**Approvals:**

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

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

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

**Attachments:** Public Notice

**Council Action:**

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



# PUBLIC NOTICE



**NOTICE IS HEREBY GIVEN** by the City Council of the City of Crystal River, Florida that an **FY 2018 BUDGET WORKSHOP** has been scheduled for **Wednesday, March 27, 2019 @ 1:00 p.m.** in the Council Chambers at City Hall, 123 N.W. Highway 19, Crystal River, Florida.

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

**CRYSTAL RIVER CITY COUNCIL**

**Agenda Item Summary**

Meeting Date: February 25, 2019

Agenda Item Number: 5E

**Requested Motion:** Motion to schedule an Executive Session to discuss labor negotiations for Thursday, June 27<sup>th</sup> at 1:00 p.m.

**Summary:** Once a year prior to finalization of the budget City Council meets in executive session to discuss labor related costs and issues. Staff is working to reschedule this session prior to the second FY 20 Budget Workshop. The agenda item is only to set date and time. All Council members have been contacted and a majority has indicated availability for the proposed time and date.

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

**Funding Information:**

Project Cost: NA


Funding Source: \_\_\_\_\_

Amount Available: \_\_\_\_\_

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

**Approvals:**

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

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

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

**Attachments:** Public Notice

**Council Action:**

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

## **PUBLIC NOTICE**

An **Executive Session** will be held in the City Manager's Office, Crystal River City Hall, 123 NW Highway 19, Crystal River, FL on **Thursday, June 27<sup>th</sup>, 2019 at 1:00 p.m.** This meeting will be attended by the Mayor and City Council for the City of Crystal River with the City Manager and Finance Director. The purpose of the meeting is to discuss **Labor Negotiations**. This meeting is not open to the public. This meeting is conducted in compliance with Florida Statute 447.605(1).

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

Meeting Date: February 25, 2019

Agenda Item Number: 5F

**Requested Motion:** None- Information regarding participation in the Citrus County Hurricane and All Hazards Expo

**Summary:** City Staff will be participating in the Annual Hurricane & All Hazards Expo at the National Guard Armory from 9:00 a.m. to 1:00 p.m. on May 11, 2019. This will be the second year that the City has participated in the Expo. Staff will be providing hurricane information along with some City promotional items.

**Staff Recommendation:** N/A.

**Funding Information:**

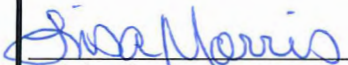
Project Cost:

Funding Source:

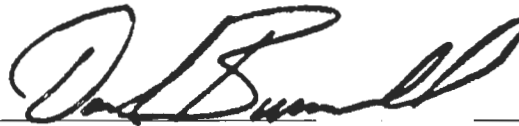
Amount Available: \_\_\_\_\_

**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: February 25, 2018

Agenda Item Number: 7A

**Requested Motion:** Motion to approve Ordinance No. 19-O-08 amending Chapter 4, "Site Design Requirements", Section 4.05.06 "City Tree Board; Street Trees and Park Trees" on First Reading and Setting a Public Hearing for March 11, 2019 at 7:00 p.m.

**Summary:**

After nearly year of being unable to hold Tree Board meetings due to lack of a quorum and the City's staff desires not to lose the Tree City status, it is necessary to amend City Code to dissolve the City Tree Board and have Public Works Department assume responsibility for the Care of the City Trees.  
To ensure the City did not lose the Tree City status staff contacted Will Liner, Urban Forestry Program Manager, of the Florida Arbor Day Foundation to inquire how to maintain our current Tree City Status without the Tree Board. Mr. Liner graciously helped with the transition of dissolving the Tree Board and Public Works Department assuming full responsibility and care for the City Trees.  
Mr. Liner reviewed the proposed ordinance as changed and responded with some information to considered and that "the ordinance looked great and meets all the criteria of the Tree City USA program".

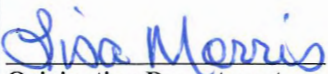
**Staff Recommendation:** Approval.

**Funding Information:**

Project Cost: N/A  
Funding Source:  
Amount Available: \_\_\_\_\_

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

**Approvals:**

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

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

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

**Attachments:** Proposed Ordinance 19-O-08 with strikethrough changes.

**Council Action:**

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

**ORDINANCE NO. 19-O-08**

**AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA,  
AMENDING APPENDIX A LAND DEVELOPMENT CODE, CHAPTER 4  
SITE DESIGN REQUIREMENTS, SECTION 4.05.06 CITY TREE BOARD;  
STREET TREES AND PARK TREES; PROVIDING FOR SEVERABILITY  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Crystal River, Florida is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances;

**WHEREAS**, this Ordinance is enacted pursuant to the home rule powers of the City of Crystal River, Florida as set forth at Article VIII, Section 2, of the Constitution of the State of Florida; Chapter 100, Florida Statutes; Chapter 101, Florida Statutes, Chapter 166, Florida Statutes, and other applicable controlling law;

**WHEREAS**, the City Council of the City of Crystal River, Florida desires to amend its Code of Ordinances, relating the City Tree Board and the City's Tree Management Plans;

**WHEREAS**, the City of Crystal River, Florida has provided all notices required under Florida law for the consideration and adoption of this Ordinance.

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

**SECTION 1. PURPOSE.**

The purpose of this Ordinance is to amend the City of Crystal River Code of Ordinances, Appendix A Land Development Code, Chapter 4 Site Design Requirements, Section 4.05.06 City Tree Board; Street Trees and Park Trees to regulate deauthorize the City Tree Board and to designate the City Public Works department as the City department responsible for tree management.

**SECTION 2. AUTHORITY.**

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

B. The City Council of the City of Crystal River, Florida, hereby adopts and incorporates into this Ordinance the recitals (Whereas clauses) set forth herein as the legislative and administrative findings and intent of the City Council, *in haec verba*.

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

**SECTION 3. AMENDMENT OF APPENDIX A.**

The Code of Ordinances of the City of Crystal River, Florida, Appendix A Land Development Code, is hereby amended and restated to read as follows. *(Changes are noted in strikethrough and underline.)*

**4.05.06. - City tree board care; street trees and park trees.**

**A. Definitions.**

Street trees: "Street trees" are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues or rights of way with the city.

Park trees: "Park Trees" are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the city, or to which the public has free access as a park.

- B. ~~Creation and establishment of city tree board. There is hereby created and established a city tree board for the City of Crystal River, Florida, which shall consist of five (5) regular members and two (2) alternate members. Members of the city tree board shall be appointed by a majority vote of the city council. Four (4) of the five (5) regular members of the city tree board shall be residents of the City of Crystal River. The fifth member of the city tree board is not required to be a resident of the City of Crystal River, but shall be required to be a resident of Citrus County, Florida. One (1) of the two (2) alternate members shall be required to be a resident of the city; the second alternate may live outside of the city, but shall be required to be a resident of Citrus County, Florida.~~
- C. ~~Term of office. The term of the five persons to be appointed by the city council shall be three (3) years except that the term of two (2) of the members appointed to the first board shall be for only one (1) year and the term of the two (2) other members of the first board shall be for two (2) years. In the event that a vacancy shall occur during the term of any member, his successor shall be appointed for the unexpired portion of the term. The term of appointment of any alternate member of the city tree board shall be two (2) years.~~
- D. ~~Compensation. Members of the board, including any appointed alternate, shall serve without compensation.~~
- E. ~~Duties and responsibilities. It shall be the responsibility of the board to study, investigate, council and develop and/or update annually, and administer a written plan~~ **City of Crystal**

River Public Works Department to develop and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other public areas. The written plan shall be reviewed and updated as necessary by the Public Works Department. Such plan will be presented annually to the city council and upon their acceptance and approval shall constitute the official comprehensive city tree plan for the City of Crystal River, Florida. The board, when requested by the city council, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work.

~~F. Operation. Each commission or agency shall enact by laws to govern its operation and procedures. By laws shall not conflict with the requirements of the Land Development Code (LDC). In the event of any conflict between the provisions of this LDC and the by-laws, the provisions of the LDC shall control. The following topics may be included in the by-laws:~~

- ~~1. The designation of officers;~~
- ~~2. The specific duties of officers;~~
- ~~3. The creation of committees;~~
- ~~4. Voting procedures;~~
- ~~5. Scheduling of meetings;~~
- ~~6. Order of business; and~~
- ~~7. Preparation of minutes.~~

G. Street tree species to be planted. The list referenced in Chapter 4, Table 4.05.02(A) of the Crystal River Code of Ordinances constitutes the official street tree species for Crystal River, Florida. No species other than those included in this chapter may be planted without written permission of the ~~city tree board~~ City.

H. Spacing. The spacing of street trees will be in accordance with the two species size classes listed in subsection G., and no trees may be planted closer together than the following: Canopy trees, thirty (30) feet; understory trees, fifty (50) feet; except in special plantings designed or approved by a landscape architect.

I. Distance from curb and sidewalk. The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the size classes listed in subsection G., and no trees may be planted closer to any curb or sidewalk than the following: Canopy trees, two (2) feet and understory trees, four (4) feet.

J. Distance from street corners and fireplugs. No street tree shall be planted closer than thirty-five (35) feet of any street corner, measured from the point of nearest intersecting



curbs or curb lines. No street tree shall be planted closer than ten (10) feet of any fire hydrant.

- K. Utilities. No street trees other than those species listed as canopy trees in subsection G. may be planted under or within ten (10) lateral feet of any overhead utility line, or over or within five (5) lateral feet of any underground water line, sewer line, transmission line or other utility.
- L. Public tree care. The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or preserve or enhance the symmetry and beauty of such public grounds.  
The ~~city tree board~~ **Public Works Department** may remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection of said trees is in accordance with sections G. through K.
- M. Tree topping. It shall be unlawful as a normal practice for any person, firm, or city department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this ordinance at the determination of the ~~tree board~~ **City**.
- N. Pruning, corner clearance. Every owner of any tree overhanging in any street or right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight (8) feet above the surface of the street or sidewalk. Said owners shall remove all dead, diseased, or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a streetlight or interferes with the proper spread of light along the street from a streetlight or interferes with visibility of any traffic control device or sign.
- O. Dead or diseased tree removal on private property. The city shall have the right to cause the removal of any dead or diseased trees on private property within the city, when such

trees constitute a hazard to life and property, or harbor insects or disease which constitutes a potential threat to other trees within the city. The city tree board will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty (60) days after the date of service of notice. In the event of failure of the owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal as a lien on the owner's property.

- P. Removal of stumps. All stumps of street and park trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.
- ~~Q. Interference with the city tree board. It shall be unlawful for any person to prevent, delay or interfere with the city tree board, or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees on private grounds, as authorized in this section.~~
- R. Arborists' license and bond. Any person who has engaged work with the city must first obtain a business license tax permit and provide proof of liability insurance amounting to fifty thousand dollars (\$50,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) property damage indemnifying the city or any person injured or damaged resulting from the pursuit of such endeavors as herein described.
- ~~S. Review by city council. The city council shall have the right to review the conduct, acts and decisions of the city tree board. Any person may appeal from any ruling or order of the city tree board to the city council who may hear the matter and make a final decision.~~
- T. Penalty. Any person violating any provision of this section shall be, upon conviction or plea of guilty, subject to a fine not to exceed ten thousand dollars (\$10,000.00).

(Ord. No. 10-0-15, §§ 1—20, 10-11-2010; Ord. No. 11-0-03, § 3, 3-14-2011; Ord. No. 12-0-22, § 3, 9-10-2012)

#### **SECTION 5. REPEAL OF CONFLICTING ORDINANCES.**

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

#### **SECTION 6. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence or paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such

unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

**SECTION 7. CODIFICATION**

It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, of the City of Crystal River, Florida. The word "Ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 1, 2, 5, 6, 7 and 8 shall not be codified. The Code codifier is granted liberal authority to rescind those sections of the Code declared null and void as set forth herein, within the City's Code of Ordinances.

**SECTION 8. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon passage.

This Ordinance was introduced and placed on first reading on the \_\_\_ day of \_\_\_\_\_, 2019, and upon motion duly made and seconded was passed on first reading.

This Ordinance was introduced and placed on second reading on the \_\_\_ day of \_\_\_\_\_, 2019, and upon motion duly made and seconded was passed and adopted on second reading.

Attest: \_\_\_\_\_

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

Mia Fink, City Clerk

Joe Meek, Mayor

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

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

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

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

VOTE OF COUNCIL:

Brown \_\_\_\_\_

Guy \_\_\_\_\_

Holmes \_\_\_\_\_

\_\_\_\_\_  
Jennifer C. Rey, City Attorney

Meek \_\_\_\_\_

Fitzpatrick \_\_\_\_\_

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

Meeting Date: February 25, 2018

Agenda Item Number: 9A

**Requested Motion:** None- Update regarding Withlacoochee Regional Water Supply Authority Board.

**Summary:** In January the Withlacoochee Regional Water Authority (WRWSA) voted Inverness Council Member onto the board and removed the Crystal River board member. Upon determinations made by Crystal River's Attorney and Citrus County's Attorney, this was not permissible under an Interlocal Agreement between City of Crystal River and City of Inverness addressing WRWSA representation. WRWSA does not dictate or determine the City seats on the board, making the actions taken by the board inappropriate and not authorized under the agreement between Crystal River and Inverness.

On February 20, 2019 a special meeting was held by WRWSA to hire a lawyer litigate a recent action taken against the board by Sumter County. In that meeting representatives from both cities were present and did not leave their board seats or stand down. Councilmember Brown firmly repeated that he was going to remain on the board and had not and will not relinquish the seat. He asserted that the actions taken by the board and City of Inverness to remove City of Crystal River did not follow the Withlacoochee Regional Water Supply Authority or City of Inverness Charter or Interlocal Agreement to take such action.

**Staff Recommendation:** NA

**Funding Information:**

Project Cost: NA

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: February 25, 2019

Agenda Item Number: 9B

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**Requested Motion: None. Discussion on 2020 Law Enforcement Services Agreement with Citrus County Sheriff's Office.**

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**Summary:** During the February 11, 2019 City Council Meeting it was requested that the 2020 law enforcement services contract be discussed in a public meeting to determine how to proceed for the next budget cycle.

The City has been under contract with Citrus County Sheriffs for enhanced community protection services for over ten (10) years originally as a cost saving to the City. In the past Councilmembers have supported the continuance of the contract but during several budget workshops, open to the public, have looked for reduction in costs and improved services. In the last five (5) years the cost has been reduced through the elimination of one (1) Sheriff Deputy assigned directly to Crystal River. In 2017 the City negotiated a part-time on-water Sheriff Deputy and purchased a boat for that patrol duty.

City Council also considered establishing a new police department over the last few years, even holding a special workshop to consider the matter, though costs appeared to be an impediment to moving in that direction, and no clear guidance was given at that time.

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**Staff Recommendation:** If City Council wants to pursue any direction staff would work on that request. A workshop before the first budget meeting maybe appropriate for this issue.

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**Funding Information:**

Project Cost: NA

Funding Source:

Amount Available:

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

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**Approvals:**

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

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

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

**Attachments:**

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**Council Action:**

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

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

Meeting Date: February 25, 2019

Agenda Item Number: 9C

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**Requested Motion:** None. Update regarding Riverwalk.

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**Summary:** The Mayor and City Manager presented the status of the Riverwalk Project to the Citrus County Board of County Commissioners on February 12, 2019. The public discussion was positive and the Commissioners' showed continued support in funding the project under the R.E.S.T.O.R.E. Act Funding from Pot 1. Funding is available for the project in the amount of \$2.1 million dollars (+/- \$300,000). The exact funding amount will be determined by the timing of project completion. Staff is planning to move forward based on a \$2.1 million-dollar commitment.

The engineering firms involved are now restarting the project and completing responses for the required environmental permitting.

Legal staff is preparing final documents for the signoff related to easements and riparian rights on the two remaining sites.

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**Staff Recommendation:** NA

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**Funding Information:**

Project Cost: NA

Funding Source:


Amount Available:

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

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**Approvals:**

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

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

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

**Attachments:**

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**Council Action:**

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