

Community Redevelopment Agency



Agenda Packet
for
CRA Meeting
Monday, December 12th, 2016
6:00 p.m.



Agenda
Community Redevelopment Agency
Regular Meeting
Monday, December 12th, 2016 @ 6:00 p.m.
Council Chamber, City Hall

1. **CALL TO ORDER**

2. **ADOPTION OF AGENDA**

3. **PRESENTATIONS**

4. **UNFINISHED BUSINESS**

5. **APPROVAL OF CONSENT AGENDA**

A. *Approve Minutes of CRA Meeting held November 14th, 2016*

6. **PUBLIC INPUT**

7. **CRA ATTORNEY**

8. **CRA ADMINISTRATOR**

A. Motion to approve layout Number Two (2) for the property adjoining Hunter Springs Park

B. Motion to adopt Resolution No. 16-R-29 and enter into a 50/50 Cooperative Funding Agreement (Agreement) with the Southwest Florida Water Management District (SWFWMD) for a city-wide stormwater feasibility study at a cost of \$100,000.00 with a City contribution of \$50,000.00 of which CRA will fund \$32,973.00 and General Fund will fund \$17,027.00

C. Riverwalk Update

9. **COMMUNICATIONS**

10. **BOARD MEMBERS COMMENTS**

A. *Jim Farley, Chair*

B. *Mike Gudis, Vice Chair*

C. *Ken Brown*

D. *Pat Fitzpatrick*

E. *Robert Holmes*

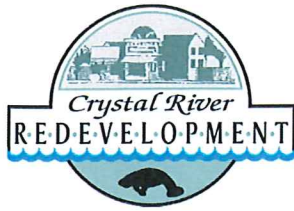
11. **PUBLIC INPUT**

12. **ADJOURNMENT**

Community Redevelopment Agency



Minutes of
Community Redevelopment Agency
Meeting held
Monday, November 14th, 2016
@ 6:00 p.m.



**Minutes of the
Community Redevelopment Agency
Regular Meeting
Monday, November 14th, 2016 @ 6:00 p.m.
Council Chamber, City Hall**

1. CALL TO ORDER

Chairman Farley called the meeting to order at 6:00 p.m.

Members present: Chairman Farley, Vice Chairman Gudis, Board member Houston, Board member Brown and Board member Holmes

Staff present: CRA Administrator Burnell, CRA Attorney Jennifer Rey, City Clerk Fink

2. ADOPTION OF AGENDA

Motion to adopt the agenda was made by Vice Chairman Gudis; seconded by Board member Brown. Motion carried unanimously.

3. PRESENTATIONS

A. Storm Impact on Downtown.....Karen Pieters

Ms. Pieters reported on the status of business closures and listed properties in the CRA area, noting that 30 businesses on the bayside are either vacated or for sale. She also reported on the success of the recent Crystal River Main Street seminar led by John Shallert, noting the availability of a video, and reported on the status of the pop-up gallery located in the old Chamber building. Board discussion was held regarding the importance of downtown revitalization, the possibility of a festival of lights, and the possibility of keeping the pop-up gallery open.

4. UNFINISHED BUSINESS

5. APPROVAL OF CONSENT AGENDA

A. Approve Minutes of CRA Meeting held October 10th, 2016

Motion to approve minutes of the CRA meeting held October 10, 2016 was made by Board member Holmes; seconded by Vice Chairman Gudis. Motion carried unanimously.

6. PUBLIC INPUT

Commissioner Elect Jeff Kinnard, District 1- Introduced himself as new Commissioner representing the City, and expressed his eagerness to work with the city in a productive manner.

Karen Peters-Crystal River Main Street- Recognized Board member Houston, original President of the Main Street Board, during his last meeting on the Crystal River CRA Board.

Joe Chrietberg-304 NW Crystal Street- Spoke regarding item 8A and inquired about the contract award being contingent upon execution of easement agreements. CRA Administrator Burnell provided clarification and an update regarding the status of those agreements.

7. CRA ATTORNEY

8. CRA ADMINISTRATOR

A. Motion to approve a contract with Daly and Zilch Inc. in the amount of \$1,598,580.00 for construction of the landward portion of the River Walk project, pursuant to bid # 16-B-09, and a five (5) percent contingency for a

total of \$1,678,509.00, contingent upon adoption of ordinance No. 16-O-05 and acquiring the appropriate easements from effected landowners.

Background: [Agenda sheet **Requested Motion:** Motion to approve a contract with Daly and Zilch Inc. in the amount of \$1,598,580.00 for construction of the landward portion of the River Walk project, pursuant to bid # 16-B-09, and a \$100,000.00 contingency for a total of \$1,698,580.00, contingent upon adoption of ordinance No. 16-O-05.

Summary: The Council authorized a consulting team working with Michael Czerwinski Environmental (MCE) to design and bid the first phase of the River Walk project, which is the landward portion. Staff opened the bids for this project on November 1st. Below is a summary of the bids:

<u>Bidder</u>	<u>Address</u>	<u>Bid Amount</u>
Daly and Zilch Inc.	Lecanto, Florida	\$1,598,580.00
Florida Safety Contractors Inc.	Tampa, Florida	\$1,743,430.66
Gibbs and Register, Inc.	Winter Garden, Florida	\$1,992,971.50

Upon award of the contract, Staff will begin processing the necessary paperwork and bonds so that a Notice to Proceed can be issued by December 9, 2016, per the contract documents. This will enable the Contractor to break ground on or before December 31, 2016, which is a requirement in order to receive grant funding.

Staff recommends that all property easements be obtained prior to award of the contract, for both the landward and water front portions. Otherwise, the City will be proceeding at risk.

Staff also recommends approving a contingency of \$100,000.00 in case unforeseen circumstances arise during construction.

Staff Recommendation: Award the contract to the low bidder, Daly and Zilch Inc., in the amount of \$1,598,580.00, and approve a \$100,000.00 contingency for a total not to exceed \$1,698,580.00.
End of Agenda Sheet]

CRA Administrator Burnell provided a detailed overview of the item. Chairman Farley and Vice Chairman Gudis commended the efforts of all involved.

Motion to approve a contract with Daly and Zilch Inc. in the amount of \$1,598,580.00 for construction of the landward portion of the River Walk project, pursuant to bid # 16-B-09, and a five (5) percent contingency for a total of \$1,678,509.00, contingent upon adoption of Ordinance No. 16-O-05 and acquiring the appropriate easements from effected landowners was made by Vice Chairman Gudis; seconded by Board member Brown.

Board members Brown and Holmes also commended the efforts of those involved and Board member Houston specifically recognized Gerry Mulligan, Daryl Seton and Dave Burnell.

Motion carried unanimously.

B. CRA Mini-Grant Program update

Background: [Agenda sheet **Requested Motion:** Information Only

Summary:

Attached you will find a Mini-Grant application received requesting financial assistance for Hurricane Hermine recovery as follows:

Raymond & Nancy Schedivy (Residence) – 754 NE 2nd Avenue – \$8,315.00 ductless HVAC system

The City has partnered with the Economic Development Council to assist with business damages. Total cost to the City for these three mini-grants will amount to \$8,315.00.

Staff Recommendation: Approval

End of Agenda Sheet]

CRA Administrator Burnell provided an update regarding CRA mini-grant applications received since the storm, noting that one of the three submissions has been approved.

9. COMMUNICATIONS

10. BOARD MEMBERS COMMENTS

A. Jim Farley, Chair

Commended staff on manatee season preparations, inquiring about the number of trolleys planned, as well as potential routes, on which CRA Administrator Burnell provided clarification.

B. Mike Gudis, Vice Chair

C. Andy Houston

D. Ken Brown

Commended staff on their efforts in moving forward with various projects.

E. Robert Holmes

Also commended staff on their successful efforts.

11. PUBLIC INPUT

12. ADJOURNMENT

Chairman Farley adjourned the meeting at 6:34 p.m.

COMMUNITY REDEVELOPMENT AGENCY
Agenda Item Summary

Meeting Date: December 12, 2016

Agenda Item Number: 8A

Requested Motion: Motion to approve layout Number Two (2) for the property adjoining Hunter Springs Park.

Summary: The City received a grant to purchase an adjoining property to Hunter Springs Park that allows fifty percent of the purchase cost to be covered by the grant. The grant does require the City to improve the property by adding support facilities like playgrounds and/or picnic facilities as well as parking. Since the purchase the residence and separate garage have been removed and temporary parking is now available.

Public Works developed three options each having pros and cons related to the design:

- Option 1- The most parking (38) but requires addition gates.
 Has the lowest outdoor activity in its design.
 No athletic outdoor activities on the property

- Option 2- Parking for (33) automobiles with no new gates.
 Existing tree areas are utilized for passive park activities.
 No athletic outdoor activities on the property.

- Option 3- Parking for (32) automobiles with no new gates.
 Existing tree areas are utilized for passive park activities.
 Beach Volleyball Court allows for athletic outdoor activities on the property.

Staff in review suggests Option 2 as the preferred layout because it allows for passive park activities that complement the existing park while improving parking availability. Option 3 was discounted because of the difficulty in controlling the damage potential/safety concerns related to the cars nearby a volleyball court. Option 2 makes a much better blend of the natural resources of the area over Option 1.

If Council is in support of one of these options presented, staff will clearly define and bid the project in order to complete the property and be able to submit for reimbursement. The Hunter Springs Project has approximately \$25,000.00 left from renovations which will not cover the whole project. Some park funding is presently in the 2017 general fund budget and if required CRA funding is available because of saving from stormwater projects.

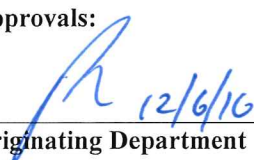
Staff Recommendation: Prefer Option 2

Funding Information:

Project Cost:
Funding Source:
Amount Available:

Finance Department Approval: _____

Approvals:

 12/6/16

Originating Department



CRA Administrator

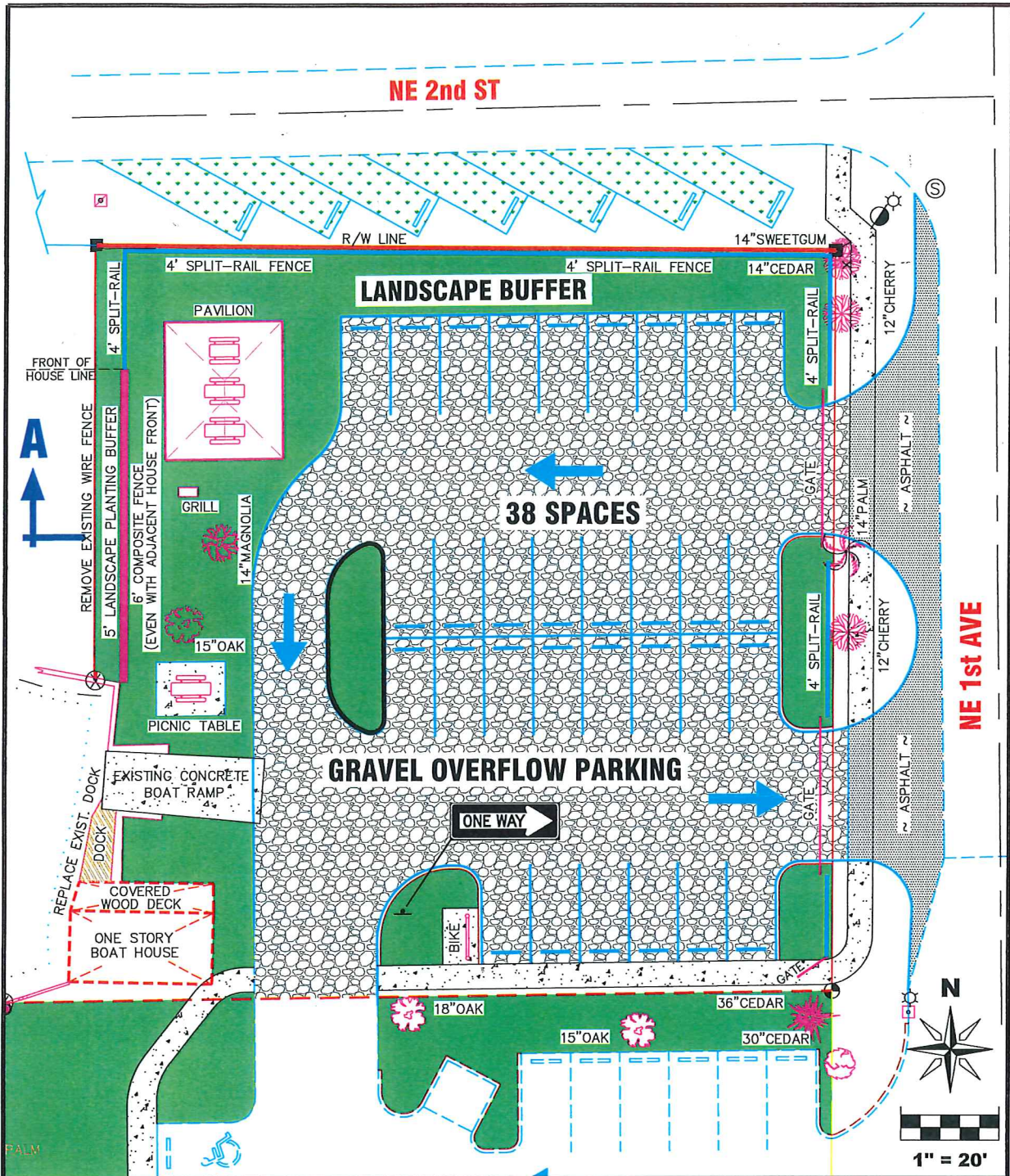
CRA Attorney (if applicable)

Attachments: Layouts 1, 2, 3

Board Action:

Approved _____ Denied _____ Deferred _____ Other _____

NE 2nd ST

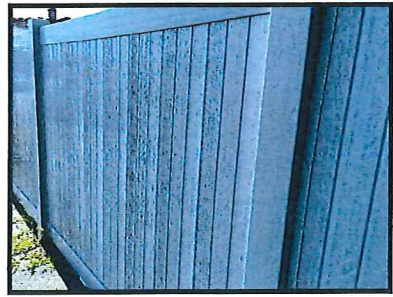
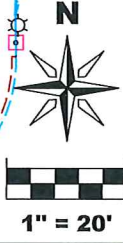


NE 1st AVE

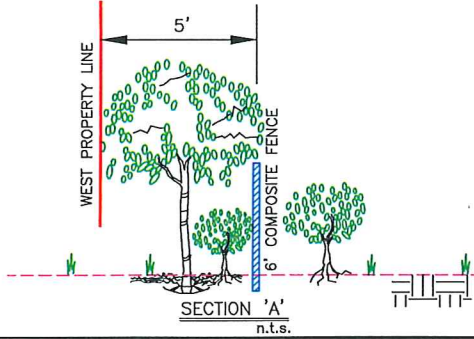
38 SPACES

GRAVEL OVERFLOW PARKING

ONE WAY



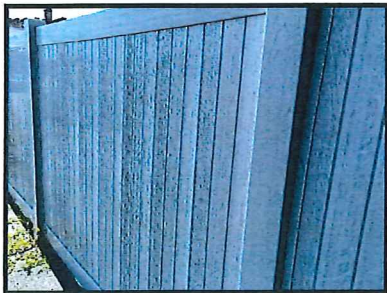
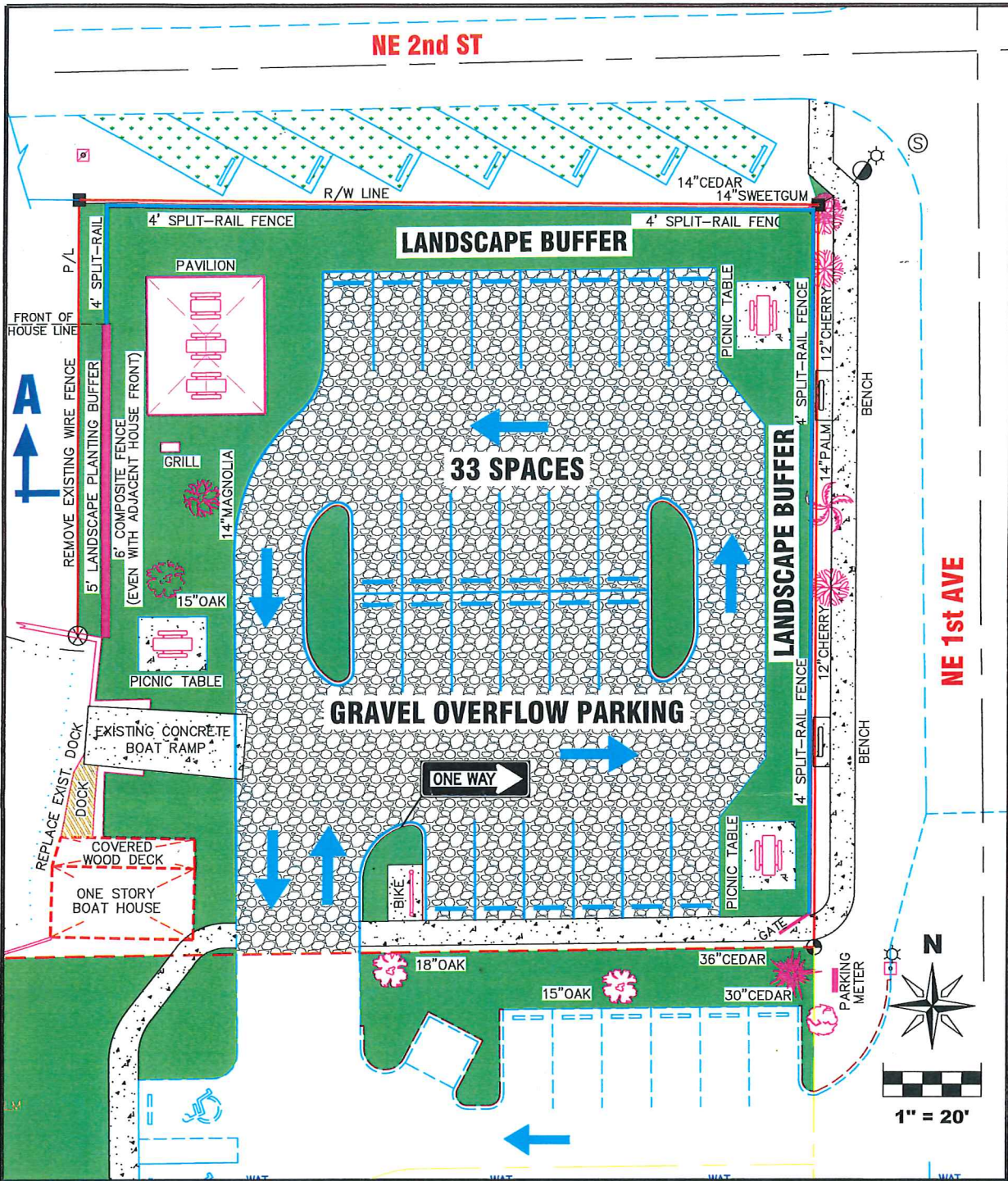
REPRESENTATIVE PROPOSED COMPOSITE FENCE



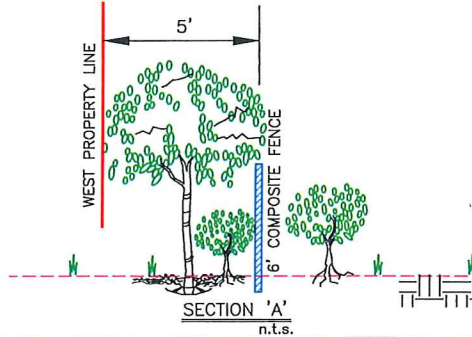
CITY OF CRYSTAL RIVER
DEPT. OF PUBLIC WORKS
 123 NORTHWEST HIGHWAY 19
 CRYSTAL RIVER, FL 34428
 OFFICE: 352-795-4216

HUNTER SPRINGS PARK
GRANT PARCEL CONCEPT PLAN #1

16NOV2016



REPRESENTATIVE PROPOSED COMPOSITE FENCE

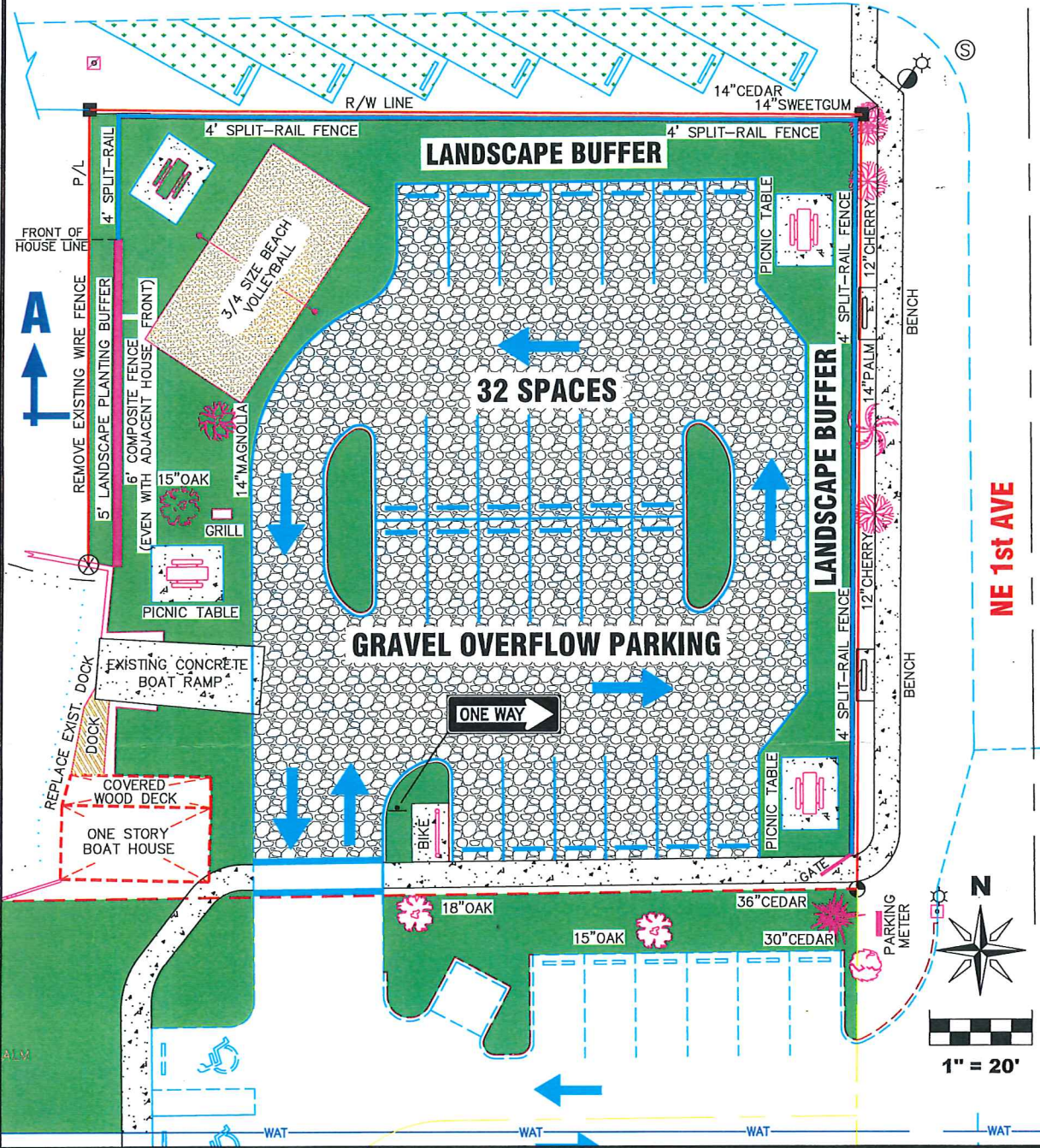


CITY OF CRYSTAL RIVER
DEPT. OF PUBLIC WORKS
 123 NORTHWEST HIGHWAY 19
 CRYSTAL RIVER, FL 34428
 OFFICE: 352-795-4216

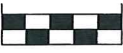
HUNTER SPRINGS PARK
GRANT PARCEL CONCEPT PLAN #2

16NOV2016

NE 2nd ST



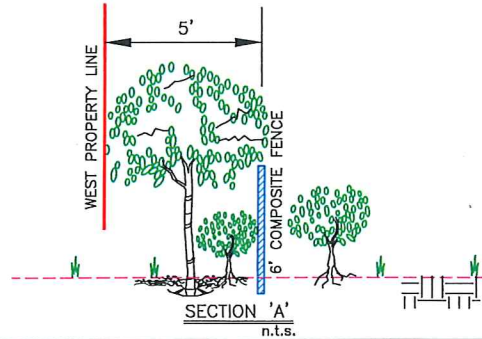
NE 1st AVE



1" = 20'



REPRESENTATIVE PROPOSED COMPOSITE FENCE



CITY OF CRYSTAL RIVER
DEPT. OF PUBLIC WORKS
 123 NORTHWEST HIGHWAY 19
 CRYSTAL RIVER, FL 34428
 OFFICE: 352-795-4216

HUNTER SPRINGS PARK
GRANT PARCEL CONCEPT PLAN #3

16NOV2016

COMMUNITY REDEVELOPMENT AGENCY
Agenda Item Summary

Meeting Date: December 12, 2016

Agenda Item Number: 8B

Requested Motion: Motion to adopt Resolution No. 16-R-29 and enter into a 50/50 Cooperative Funding Agreement (Agreement) with the Southwest Florida Water Management District (SWFWMD) for a city-wide stormwater feasibility study at a cost of \$100,000.00 with a City contribution of \$50,000.00 of which CRA will fund \$32,973.00 and General Fund will fund \$17,027.00.

Summary: A SWFWMD Cooperative Funding Agreement has recently become available for funding of a city-wide stormwater feasibility study; it requires execution by the City and returned to (SWFWMD) no later than 12/16/16. The Agreement provides for a stormwater study in a total amount of \$100,000.00, placing the City's share at \$50,000.00. This feasibility study will analyze stormwater BMPs throughout the city in and outside of the CRA area. This is an expansion of current efforts.

On 2/8/16, the CRA approved a contract with Kimley-Horn to prepare a stormwater master plan specifically for the CRA Waterfront Area only. A portion of the scope of services provided in that project now overlaps with the proposed new 50/50 Cooperative Funding Agreement. Since services provided under the contract are eligible for 50% SWFWMD funding, staff recommends a reassignment of the remaining appropriate tasks into the new project.

(SWFWMD) is also proposing the city continue utilizing Kimley-Horn for professional services for the new (agreement), which staff is in favor of because it allows for recent efforts by Kimley-Horn to continue seamlessly, with minimal time needed to get up to speed.

The current scope of Kimley-Horn's contract is proposed to be modified, adding design modifications to the Second Court Stormwater DRA.

Once the agreement becomes effective, staff proposes the following:

- 1) Execute Amendment #1 to Kimley-Horn's IPO #1 which removes the qualifying scope of services from the CRA stormwater master plan currently in progress reducing the fees by \$32,973.00.
- 2) Present the proposal to hire Kimley-Horn to execute the 50/50 Cooperative Funding Agreement for CRA Boards and City Council's approval.
- 3) Present design contract for Kimley-Horn to redesign the DRA at Second Court and Three Sisters Springs Trail.

Staff Recommendation: Approve the requested motion to enter into a Cooperative Funding Agreement with SWFWMD for a city-wide stormwater feasibility study.

Funding Information:

Project Cost: \$ 32,973.00
Funding Source: 601-61552-63076 (CRA Stormwater Projects)
Amount Available: \$ 32,973.00 (PO #2016-077 roll forward unexpended)

Finance Department Approval: MRussell

Approvals:


Originating Department


CRA Administrator

CRA Attorney (if applicable)

Attachments:

Resolution No. 16-R-29
Kimley-Horn IPO #2
SWFWMD Cooperative Funding Agreement for "Study – City of Crystal River BMP Alternatives Analysis (W477)"
CRA Agenda Item 8D ~ 10/26/15
Kimley-Horn IPO #1, Amendment #1

Board Action:

Approved _____ Denied _____ Deferred _____ Other _____

RESOLUTION 16-R-29

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CRYSTAL RIVER, FLORIDA, TO APPROVE FUNDING A 50/50 COOPERATIVE FUNDING AGREEMENT WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) FOR A CITY-WIDE STORMWATER FEASIBILITY STUDY AT A COST OF \$100,000 WITH A CITY CONTRIBUTION OF \$50,000.00 OF WHICH CRA WILL FUND \$32,973.00 AND GENERAL FUND WILL FUND \$17,027.00.

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

WHEREAS, the Cooperative Funding Agreement has recently become available; it requires execution by the City and returned to (SWFWMD) no later than 12/16/16. The Agreement provides for a stormwater study in a total amount of \$100,000.00 placing the City's share at \$50,000.00. This grant study will analyze stormwater BMPs throughout the city in and outside of the CRA area. This is an expansion of current efforts. Once the Agreement becomes effective, staff proposes to: execute Amendment #1 to Kimley-Horn's PO #1 which removes the qualifying scope of services from the CRA stormwater master plan currently in progress reducing the fees by \$32,973.00. Second is to present the proposal to hire Kimley-Horn to execute the 50/50 Cooperative Funding Agreement for CRA Board and City Council's approval. Third is to present design contract for Kimley-Horn to redesign the DRA at Second Court and Three Sisters Trail; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 12th day of December, 2016, that the Budget Amendment be made as shown in Exhibit A .

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

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2016.

Attest: _____
Mia Fink, City Clerk

By: _____
Jim Farley, Mayor

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

George G. Angeliadis, City Attorney

VOTE OF COUNCIL:

Farley _____
Brown _____
Holmes _____
Fitzpatrick _____
Gudis _____

**BUDGET AMENDMENTS
DECEMBER 14, 2016
EXHIBIT A**

Budget Resolution 16-R-29

Account #	Description	Current	Change	Revised Budget
From 601-61552-63076	CRA Stormwater Projects	\$ 47,166.50	\$ -32,973.00	\$ 14,193.50
To 601-61552-63076 -17-21	CRA Stormwtr Feasibility Study	\$ 0.00	\$ 32,973.00	\$ 32,973.00

To appropriate funding remaining on PO#2016-077 enter into a 50/50 Cooperative Funding Agreement with the SWFWMD for a city-wide stormwater feasibility study at a cost of \$100,000 with a City contribution of \$50,000 of which CRA will fund \$32,973.00 and General Fund will fund \$17,027.00.



INDIVIDUAL PROJECT ORDER NUMBER 2

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Crystal River (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated December 18, 2014, which is incorporated herein by reference.

Identification of Project:

Project: BMP Feasibility Study within Crystal River City Limits

Client: City of Crystal River

General Category of Services:

The overall objective of the BMP Feasibility Study (the "Project") is to determine the best site locations for the implementation of stormwater Best Management Practices (BMPs) for water quality improvements within the city limits of Crystal River, FL and having a measurable benefit to the Kings Bay and Crystal River Watersheds. The Project will achieve the overall objective by meeting the following goals:

1. Kimley-Horn will identify sources of untreated stormwater runoff within the City Limits.
2. Kimley-Horn will select BMPs that will address the identified sources and will improve the water quality of Kings Bay and Crystal River. Design of the BMPs will consist of the following:
 - a. Description of the type of BMP identified for a particular untreated stormwater runoff source.
 - b. Quantify the area of impact for each BMP.
 - c. List the land use(s) within the area of impact
3. Kimley-Horn will include previously identified sources of untreated stormwater runoff and BMPs in the data collection portion of the feasibility study. These previously identified projects consist of the following:
 - a. Pollution Control Structures – Proposed Pollution Control Structures would intercept and treat the existing direct discharges from US-19.
 - b. Bio-Retention Swales – Proposed bio-retention swales in the median of NE 2nd St would provide additional stormwater treatment.
 - c. Stormwater Retention Expansion – Proposed DRA would reroute stormwater collected in roadside swales and provide stormwater retention and treatment.
 - d. Primary School DRA Enlargement – An expansion of the existing DRA would provide additional treatment and reduce local flooding.
 - e. Public Works – The public works facility is in an advantageous location to provide rerouted stormwater treatment before being released downstream.
 - f. NE 5th St – City owned property could utilize BMP's to treat collected stormwater from existing swales.
 - g. NW 6th St – City owned property could utilize BMP's to treat collected stormwater from Magnolia Creek.

4. Kimley-Horn will apply the following conditions when considering a project's feasibility:
 - a. Location of improvements – Determine if the improvement can be installed in available publicly owned land. If not, then determine the additional land that is required to allow for the implementation of the stormwater improvement or BMP.
 - b. Permitting – Determine the permitting requirements that would be necessary for each type of BMP.
 - c. Nutrient reduction – Each improvement / BMP will be analyzed and, when feasible, an estimated pollutant load reduction will be established for total nitrogen and total phosphorus.
 - d. Basin Management Action Plan – The BMAP for Kings Bay is in the final stages of approval. The recommendations, estimations, and quantifications in the BMAP will be reviewed for the Project.
 - e. Estimated design / construction cost – These estimates will not constitute an opinion of probable construction cost but instead are intended to serve as a guide when considering the viability of a particular improvement.

Specific Scope of Basic Services:**Task 1 – Data Collection**

- A. Kimley-Horn will conduct a formal kickoff meeting with City staff. At this meeting we will review the previously identified sources of stormwater runoff and associated BMPs listed above. Kimley-Horn will propose communication protocols and frequency of progress meetings for the Project.
- B. Kimley-Horn will meet with agencies and stakeholders. The objective of these meetings is to obtain information on previously considered improvement projects and discuss potential projects that the agencies or stakeholders have planned.
 1. Identified Agencies consist of Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT).
- C. Kimley-Horn will collect readily available data regarding the Project as a basis for the preparation of the Project deliverables. All information collected by Kimley-Horn will be provided to the City for their use and record keeping. These sources will include:
 1. SWFWMD Watershed Management Plan for “Crystal River (Unincorporated Areas)”.
 2. FDEP reports on adopted TMDL's for Kings Bay, and draft recommendations for the Springs Basin BMAP (in process)
 3. Historic plans, reports, and data on file from the City's Public Works Department
 4. City staff interviews
 5. Stormwater management and land use geographic information system (GIS) coverage (from City, SWFWMD, FDEP, FDOT)
 6. Land use and impervious area data (from various sources)
 7. Soil characteristics (from various sources)
 8. Design and record drawings of completed or proposed stormwater management/drainage projects (from City and SWFWMD)
 9. Citizen complaint reports/Public Works Department work orders (from City)
 10. New public and private development plans, as available (from City)

11. Crystal River CRA Water Quality Master Plan

- D. Kimley-Horn will prepare a technical memorandum summarizing the data collected in this Task. This task does not include physically collecting field data such as topographic surveys and geotechnical testing; if such data collection is necessary to complete the Project Kimley-Horn will prepare a listing of such requirements for action by the City.

Task 2 – Data Compilation and Analysis

- A. Collected data will be analyzed to determine the following:
1. Location of perspective projects
 2. The area of impact/benefit of each project
 3. The BMP best suited for each project
 4. The approximate resource and measurable benefit associated with each project
- B. Data collected for the Project will be formatted as described in the SWFWMD's Data Management specifications, and will be compiled in an organized and structured manner to be presented and reviewed with the DISTRICT prior to proceeding with the Project per the grant requirements.

Task 3 – BMP Feasibility Study Report

Kimley-Horn will prepare a draft BMP Feasibility Study Report that presents the data, results and analysis, and provides a determination of the feasibility of each potential project. The report will provide the following:

- A. Identify, evaluate, and recommend management options/alternatives that will describe the BMP, the area of impact, and the land use
- B. Resource benefits and cost estimates for each potential project.
- C. The report will list all required federal, state and local environmental permit applications that would be necessary for the recommended improvements / BMPs.
- D. The report will include resource benefit calculations and methodology.

Upon review and approval of the draft report, Kimley-Horn will prepare and submit a final report.

Project Deliverables

The consultant shall deliver to the City the following items:

1. A project schedule, which will be maintained throughout the project and updated as needed.
2. Quarterly status reports, which will be submitted via email in compliance with the grant documents
3. Three hard copies, and one electronic copy, of the draft and final BMP Feasibility Study Report

Schedule:

Kimley-Horn will initiate work on the Project within two weeks of an executed notice to proceed from the City. Kimley-Horn will develop and provide a project schedule at the initial kickoff meeting. Kimley-Horn will maintain and update the project schedule throughout the execution of the Project.

Additional Services if required:

Services requested that are not specifically included in this Agreement will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Method of Compensation:

Kimley-Horn will complete the above scope of services for the fees detailed below, inclusive of office overhead expenses. A breakdown of fee by task is as follows:

Task	Description	Lump Sum Fee
Task 1	Data Collection	\$39,400.00
Task 2	Data Compilation and Analysis	\$25,200.00
Task 3	BMP Feasibility Study Report	\$35,200.00
Total:		\$99,800.00


Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

THE CITY OF CRYSTAL RIVER, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE, CFM

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: October 26, 2016

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF CRYSTAL RIVER
FOR
STUDY - CITY OF CRYSTAL RIVER BMP ALTERNATIVES ANALYSIS (W477)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF CRYSTAL RIVER, a municipal corporation of the State of Florida, whose address is 123 NW Highway 19, Crystal River, Florida 34428, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, this project is an alternatives analysis to determine the best site locations for the implementation of stormwater Best Management Practices (BMPs) for water quality improvements within the Kings Bay and Crystal River Watersheds, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

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

1. PROJECT CONTACTS AND NOTICES.

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

Contract Manager for the DISTRICT:
Barbara Nordheim-Shelt
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the COOPERATOR:
Lou Kneip
Public Works Director
City of Crystal River
123 NW Highway 19
Crystal River, Florida 34428

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this provision. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
- 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the PROJECT budget contained in the Project Plan attached hereto as an exhibit or, if applicable, the refined budget as set forth in subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

- 2.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 2.2 The parties acknowledge that the PROJECT is a feasibility study. The parties recognize that during the course of study, alternatives may be determined to not be feasible due to cost, water quality, permitability, supply availability, or other

pertinent considerations. The COOPERATOR shall cease work on alternatives determined to not be feasible. The COOPERATOR may request reallocating funds to another alternative in accordance with subparagraph 2 of the Project Contacts and Notices Paragraph or the Scope of Work Paragraph of this Agreement. The approval of such request for reallocation of funds shall be in the DISTRICT'S sole discretion.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be One Hundred Thousand Dollars (\$100,000). The DISTRICT agrees to fund PROJECT costs up to Fifty Thousand Dollars (\$50,000), and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Council of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the PROJECT budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.
- 3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that

costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the PROJECT budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.

- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The District makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form and Vendor Electronic Payment Authorization Form* to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211 extension 4108.

- 3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the "Measurable Benefit"). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT the DISTRICT determines that it is likely that the Measurable Benefit, as set forth in the Project Plan, will not be achieved, the

DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.) as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.8 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Study - City of Crystal River BMP Alternatives Analysis (W477) agreement between the Southwest Florida Water Management District and the City of Crystal River (Agreement No. 17CF0000420), are allowable, allocable, properly documented, and are in accordance with the approved project budget. This invoice includes \$__ of contingency expenses. The COOPERATOR has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$__ / \$__ respectively."

- 3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver or any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the project schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this provision shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. REPAYMENT.

- 5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit, as it may be modified in accordance with subparagraph 2 of the Scope of Work Paragraph, b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement, c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with subparagraph 1 of the Project Contacts and Notices Paragraph, or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
- 5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.
- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay the attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Provision, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2016 and shall remain in effect through March 30, 2018, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. Notwithstanding the above, all reclaimed water infrastructure shall be and remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood

and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

- 9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This subparagraph shall survive the expiration or termination of this Agreement.
- 9.3 The COOPERATOR shall provide the DISTRICT with each deliverable set forth in the Project Plan for review by the DISTRICT, including any supporting documentation. The DISTRICT shall provide a written response to the COOPERATOR and the COOPERATOR shall respond to the DISTRICT'S questions and concerns within the timeframes set forth in the Project Plan.
- 9.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.
- 10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
- 10.3 This Risk, Liability and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

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

10.5 This Risk, Liability and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design

for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

15. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and women owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

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

16. ASSIGNMENT.

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

17. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

18. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

19. LOBBYING PROHIBITION.

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

20. PUBLIC ENTITY CRIMES.

Pursuant to Subsection 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

21. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

22. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

23. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

24. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A."

Exhibit "A" Project Plan

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ Date
Mark Hammond, P.E.
Division Director

CITY OF CRYSTAL RIVER

By: _____ Date
~~Lou Kneip~~ Beau Keene
Interim Director of Public Works

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF CRYSTAL RIVER
FOR
STUDY - CITY OF CRYSTAL RIVER BMP ALTERNATIVES ANALYSIS (W477)

EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

This project is an alternatives analysis to determine the best site locations for the implementation of stormwater Best Management Practices (BMPs) for water quality improvements within the Kings Bay and Crystal River Watersheds. Identification of sources of untreated stormwater runoff and design of BMPs to be implemented will improve water quality to Kings Bay and Crystal River.

MEASURABLE BENEFIT

The measurable benefit will be the completion of an alternative analysis report. The alternative analysis report will describe the BMP, the area of impact, and the land use as a means to demonstrate the measurable benefit.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. DATA COLLECTION PLAN – A data collection plan will be prepared that documents consideration of all suggested data collection alternatives presented and any additional options as deemed necessary. The data collection plan will include meetings with agencies and stakeholders. The objective of these meetings is to obtain information on previously considered improvement projects and discuss potential projects that the agencies or stakeholders have planned. In addition, the plan will document the selected data collection methods, frequency and duration that will meet the objectives, and measurable benefits set forth in this scope of work.
2. DATA COLLECTION – Data collection will be completed to determine the following:
 - a. Location of perspective projects
 - b. The area of impact/benefit of each project
 - c. The BMP best suited for each project
 - d. The approximate resource and measurable benefit associated with each project
3. DATA COMPILATION AND ANALYSIS – Data collected for the PROJECT will be formatted as described in the DISTRICT's Data Management specifications, and will be compiled in an organized and structured manner to be presented and reviewed with the DISTRICT prior to proceeding with the PROJECT.
4. DRAFT AND FINAL REPORT – The COOPERATOR shall prepare a draft report that presents the data results and analysis, and provides a determination of the feasibility of each potential project. The report will identify, evaluate, and recommend management options/alternatives that will accomplish the measurable benefit of the PROJECT and will include resource benefits and cost estimates for each option. This shall be accomplished through review and analysis of any existing water quality, biological, or watershed related data in conjunction with data collected specifically for the PROJECT. Upon review and approval of the draft report, the COOPERATOR will prepare and submit a final report.

DELIVERABLES

- Quarterly status reports
- Data Collection Plan
- Draft and Final Report
- List of all required federal, state and local environmental permit applications that would be necessary for the recommended improvements / BMPs
- Copy of contract with consultant (for cost approval, prior to execution)
- One set, electronic and hardcopy, of any final reports and data files

DELIVERABLE REVIEW TIME

The DISTRICT shall provide a written response to the COOPERATOR within twenty (20) business days of receipt of each deliverable specified below including supporting documentation. The COOPERATOR shall respond to the DISTRICT'S questions and concerns with twenty (20) business days of receipt by the COOPERATOR.

- Draft and Final Report

SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83 HARN) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata and current DISTRICT standards (*Metadata Writing Guide for Contractors*) which is located on the DISTRICT'S ftp website at: http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata_stnds, file name ContractorsXML.zip), incorporated herein by reference. All feature classes must be checked for geometrical, topological, and attribute errors and corrected accordingly. All metadata must pass through the USGS metadata parser at <http://geo-nsdi.er.usgs.gov/validation/> with no errors

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Data Collection Plan	01/01/17	02/01/17
Data Collection	02/02/17	05/01/17
Data Compilation and Analysis	05/02/17	07/01/17
Draft Report	07/02/17	08/15/17
Final Report	10/15/17	11/30/17

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Data Collection Plan	\$7,500	\$7,500	\$15,000
Data Collection	\$12,500	\$12,500	\$25,000
Data Compilation and Analysis	\$12,500	\$12,500	\$25,000
Draft Report	\$10,000	\$10,000	\$20,000
Final Report	\$7,500	\$7,500	\$15,000
TOTAL	\$50,000	\$50,000	\$100,000

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding paragraph in the Agreement. Cooperator must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the bid documents, expenditure cost comparisons and justification of the cost.

The remainder of this page intentionally left blank.

EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*		BUSINESS CLASSIFICATION		CERTIFIED MBE					NON-CERTIFIED MBE					UNKNOWN				
		SMALL BUSINESS Section 288.703(1) F.S.	NON-MINORITY	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN					
COOPERATOR:	_____																	
AGREEMENT NO.:	_____																	
PROJECT NAME:	_____																	
TOTAL PROJECT COST:	_____																	
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	_____																	
TOTAL AMOUNT PAID	_____																	

* Our organization does not collect minority status data.

Signature _____ Date _____ Print Name and Title _____

Community Redevelopment Agency
Agenda Item Summary

Meeting Date: October 26, 2015

Agenda Item Number: 8D

Requested Motion: Motion to approve a 50% match in the amount of \$500,000.00 for FY 2017 and \$30,000.00 for design in FY 2016 for grant application to SWFWMD for the Cooperative Funding Program to fund stormwater quality Best Management Practices throughout the City.

Summary: The Southwest Florida Water Management District (SWFWMD) is soliciting projects for the FY2017. The City of Crystal River is requesting cooperative funding for the design and construction of water quality improvements through the implementation of stormwater Best Management Practices (BMP's) within the Kings Bay and Crystal River watershed areas. Staff has not designed any specific locations within the watershed at this point, but they will likely include roadside swales within City right of way, and water quality/ retention basins within City owned property. Staff feels the City has a strong chance of receiving some or all of this grant money due to Kings Bay being an impaired waterway. In addition, there has been positive momentum recently in funding of water quality projects that will help improve the condition of the Bay.

The project cost estimate is very preliminary at this point, but staff anticipates the cost at approximately \$1,000,000.00 for construction and \$60,000.00 for design.

The required deadline for the grant submission was October 2nd, but SWFWMD indicated that Council support can be verified after submission. If the Council does not support the application, staff will withdraw it.

Staff Recommendation: Approve of the suggested \$500,000.00 for matching funds for construction in FY 2017 and \$30,000.00 for design in FY 2016 if the grant is awarded.

Funding Information:

Project Cost: \$ 60,000.00 in FY2016 (Engineering)

Funding Source: CRA FDOT/SWFWMD grant funding (FY2016 approved budget)

Amount Available: \$ 50,000.00 in FY2016

Funding Source: 601-61552-63076 (CRA Stormwater Project -FY2016 approved budget)

Amount Available: \$100,000 in FY2016

Project Cost: \$1,000,000.00 in FY2017 & FY2018 (construction)

Funding Source: CRA FDOT/SWFWMD grant funding (FY2017 projected budget)

Amount Available: \$ 500,000.00 in FY2017

Funding Source: 601-61552-63076 (CRA Stormwater Project -FY2017 & FY2018 projected budget)

Amount Available: \$300,000 in FY2017

Amount Available: \$300,000 in FY2018

Finance Department Approval: Michelle K. Lyndell

Approvals:

Debra Koep
Originating Department

[Signature]
CRA Administrator

[Signature]
CRA Attorney (if applicable)

Attachments: Grant application cover letter

Council Action:

Approved _____ Denied _____ Deferred _____ Other _____



City of Crystal River

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

September 30, 2015

Southwest Florida Water Management District
Attn: Cooperative Funding Program Administrator
2379 Broad Street
Brooksville, Florida 34604

Subject: Grant Application for Water Quality Swales

Dear CFI Administrator:

The City of Crystal River has submitted a CFI application for consideration. We have detailed the matching funds as stated below.

Water Quality Swales

FY 2016:	Engineering and Design:	\$30,000.00	SWFWMD
FY 2016:	Engineering and Design:	\$30,000.00	Crystal River
FY 2017:	Construction:	\$500,000.00	SWFWMD
FY 2017:	Construction:	\$500,000.00	Crystal River (pending FY 2017 budget adoption)

Funding for construction of this project has been included in the City's FY 2017 budget. However, this budget will not be adopted until September 2016

If there are any questions or additional information needed, please contact the Cooperator coordinator at (352)795-4216.

Sincerely,

Louis Kneip
Director of Public Works

Cc Dave Burnell, City Manager
Michelle Russell, Finance Director



**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. INDIVIDUAL PROJECT ORDER #1
PURCHASE ORDER 2016-077**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Crystal River (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated December 18, 2014, which is incorporated herein by reference.

Identification of Project:

Project: CRA Water Quality Master Plan Amendment #1

Client: City of Crystal River

General Category of Services:

The purpose of this contract amendment is to remove one task from the existing Purchase Order.

1. Under Purchase Order #2016-077 the City retained Kimley-Horn for certain engineering services pertaining to a CRA stormwater master plan.
2. Recently the Southwest Florida Water Management District (SWFWMD) has cooperatively funded a new project with the City for a stormwater water quality master plan that encompasses the entire City limits.
3. The new project with SWFWMD makes Task 3 on the existing Purchase Order redundant.
4. Therefore, the purpose of this Purchase Order amendment is to remove Task 3 from the contract.

The following Task is hereby deleted from Purchase Order 2016-077:

Task 3 – Master Plan Development

- A. *Using the preferred alternatives, Kimley-Horn will prepare conceptual design calculations for the various regional facility opportunities, as well as site specific conceptual design calculation for selected waterfront development properties.*
- B. *Kimley-Horn will also summarize the programmatic and capital improvements needed to implement the stormwater master plan and will prepare an opinion of probable cost associated with the preferred alternative.*
- C. *Kimley-Horn will prepare a draft master plan and submit it to the City for review and comment.*
- D. *Following review by the City, Kimley-Horn will provide the draft master plan to the SWFWMD and request review and endorsement of the document.*
- E. *Kimley-Horn will present the results and recommendations of the draft master plan to the CRA Board for comment.*
- F. *Having received comments from the City, the SWFWMD and the CRA Board, Kimley-Horn will prepare a final master plan that contains the following elements:*
 1. *An executive summary of the goals of the project and the steps taken to prepare the master plan*
 2. *The design calculations for the recommended regional projects and onsite treatment alternatives and methods*
 3. *Basin maps, locations of proposed improvements, and concept plans for proposed regional improvements*

- 4. *Opinions of probable cost for all regional facilities*
 - 5. *A summary of the net water quality benefit expected from implementation of the master plan*
 - 6. *A targeted discussion of expected sources of cooperative funding for the regional water quality alternatives recommended.*
- G. *Kimley-Horn will submit three hard copies and one electronic (PDF) copy of the master plan to the City for final adoption.*
- H. *Kimley-Horn will provide the City with one transmittal of all pertinent project data in electronic format for the City's records.*
- I. *Kimley-Horn will present the final master plan to the CRA Board.*

Method of Compensation:


Existing Purchase Order Authorization	\$99,890.00
Reduction per this Amendment	-\$27,575.00
Resulting Purchase Order Authorization	\$72,315.00

ACCEPTED:

THE CITY OF CRYSTAL RIVER, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Richard V. Busche, PE, CFM

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: November 9, 2016

COMMUNITY REDEVELOPMENT AGENCY
Agenda Item Summary

Meeting Date: December 12, 2016

Agenda Item Number: 8C

Requested Motion: N/A. Update on Riverwalk

Summary: Verbal Discussion on the following Items.

Update on RESTORE FUNDING with the County
Status on the Easements
Status of the Stormwater Agreement
Status on the Ground Breaking
Construction Start
Status of the Waterward Design

Staff Recommendation: NA

Funding Information:

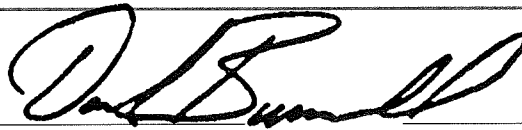
Project Cost:

Funding Source:

Amount Available:

Finance Department Approval: _____

Approvals:



Originating Department

CRA Administrator

CRA Attorney (if applicable)

Attachments:

Board Action:

Approved _____ Denied _____ Deferred _____ Other _____