WATERFRONT ADVISORY BOARD
Agenda
City Hall Council Chamber
Tuesday, September 4, 2018 5:30 PM

Rocky Rich, Jr., Chair
Michael Engiles
Phillis Rosetti-Mercer
Joan Luebbe

Lora Klein, Vice-Chair
Jim Baumstark
Lynn Marcum

Mayor Jim Farley, Liaison

1. Call to Order –
2. Roll Call –
   Present –
   Absent –
3. Pledge of Allegiance –
4. Adoption of Agenda –
5. Approval of Minutes –
6. Presentations –
7. Citizen Input – (three (3) minutes) –
8. Unfinished Business –
   a. Straws Initiative Update
9. New Business –
   a. Introduction of co-liaison and Three Sisters Manager
   b. Recycling toilets rebates
   c. Reports from visits to dredge and planting sites
   d. Talk about pole anchors and incentives
   e. Motion to pay $15 for the logo update and redesign
   f. One Less Straw Pledge
10. Citizen Input – (three (3) minutes) –
11. Board Member Reports/Comments –
   Jim Baumstark-
   Mike Engiles-
   Lora Klein -
   Joan Luebbe-
   Lynn Marcum-
   Rocky Rich, Jr. –
   Phillis Rosetti-Mercer-
12. City Council Liaison Comments – Mayor Farley –
13. Staff Comments – None.
14. Announcement of Next Meeting –October 2, 2018 at 5:30 p.m.
15. Adjournment –
WATERFRONT ADVISORY BOARD
Minutes
City Hall Council Chamber
Tuesday, August 7, 2018 5:30 PM

Joan Luebbe, Rocky Rich, Jr.,
Michael Engiles Jim Baumstark
Phillis Rosetti-Mercer Lynn Marcum
Lora Klein

Mayor Jim Farley, Liaison

1. Call to Order – Vice-chair Rich called the meeting to order at 5:30
2. Roll Call –
   Absent – Jim Baumstark, Joan Luebbe and Lynn Marcum.
4. Adoption of Agenda – Board member Rosetti-Mercer moved to adopt the agenda; Board member
   Engiles seconded the motion. Motion carried 4-0.
5. Approval of Minutes – Motion to approve minutes from the July 3, 2018 Waterfronts Advisory Board
   meeting – Board member Klein moved to approve the minutes from the July 3, 2018 meeting; Board
   member Rosetti-Mercer seconded the motion. Motion carried 4-0.
6. Presentations – None.
7. Citizen Input – (three (3) minutes) – None.
8. Unfinished Business –
   a. Officer Election – Board member Engiles nominated Vice-chair Rocky Rich as chair; board
      member Rosetti-Mercer seconded the motion. Motion carried 4-0. Vice-chair Rich will become
      chair at the September meeting.
      Vice-chair Rich nominated Lora Klein as Vice-chair; seconded by Board-Mercer. Motion carried
      4-0. Board member Klein will become Vice-chair at the September meeting.
   b. Projects 2020-2021 to present to SWFWMD document review – Board member Engiles moved to
      forward the document to the City Manager as amended by the board; seconded by Board Member
      Klein. Board members discussed the various projects to present to the City Manager. Motion
      carried 4-0.
   c. Straw Free decals – The Board discussed the Straw free initiative. The staff liaison noted that he
      board would need to get approval from the City Council to move forward with the project.
9. New Business –
   a. Straws- Motion to move forward with the straw free initiative and present the information to City
      Council was made by Board member Rosetti-Mercer. Board Member Klein seconded the motion.
      Motion carried 4-0.
   b. Motion to buy 200 decals that have a NO STRAW logo, "straws by request text" and the City
      logo that we could provide to any participating restaurant- Discussed and covered during items
      8c, 9a and 9b.
   c. Items for next agenda – Board
      i. Straws Initiative Update
      ii. Recycling toilets rebates
iiii. Reports from Visiting Dredge and planting site
iv. Talk about pole anchors and incentives

10. Citizen Input – (three (3) minutes) – Mayor Farley suggested addressing plastic stir sticks at restaurants as well as straws.

11. Board Member Reports/Comments –
   Jim Baumstark- None.
   Mike Engiles- Reported on a scallop season.
   Lora Klein - Reported that people tied vessels to trees and vegetation on Saturday evenings outside Three Sisters and drinking in restricted area. Board Klein also noted witnessing of nude boaters in the canals near Three Sisters.
   Joan Luebbe- None.
   Lynn Marcum- None.
   Rocky Rich, Jr. – Reported on scallop harvesting. Stated that a person from Save Crystal River handing out flyers about eel grass.
   Phillis Rosetti-Mercer- Reported on the save crystal river project book she brought for the members (copy available in the City Clerk’s Office for review).

12. City Council Liaison Comments – Mayor Farley – Great job with straw program.

13. Staff Comments – None.

14. Announcement of Next Meeting – September 4, 2018 at 5:30 p.m.

15. Adjournment – Board member Engiles moved to adjourn; Board member Klein seconded the motion. Motion carried 4-0.

Attest:

_______________________________________
Rocky Rich, Jr., Chair

_______________________________________
Lisa Morris, Deputy Clerk
To: Crystal River Waterfronts Advisory Board

From: Lisa Morris, Staff Liaison

Date: August 21, 2018

Re: Waterfronts Board Updates

1. 9a - It is my pleasure to introduce you to the new Waterfronts Board Staff liaison. Beth Perez was recently hired to be the Three Sisters Manager. Many of you may know Beth from her previous work as the volunteer co-coordinator for USFWS. I am looking forward to working with Beth to serve as the boards liaisons.

2. 9b - Mr. Burnell requested the Board move forward with toilet rebate program. He would like the Board to submit the grant application. Contact Dave, myself or Beth should you need any assistance or documentation for the completion of the grant.

3. 9e - During the design of the Straw Free Decal for printing it was discovered that the WAB logo was of low quality and would need to be improved if we wanted to include it on the decal. Leslie asked the graphic designer she uses to recreate the logo at a higher quality. The cost of the redesign is $15.00. I am asking that the Board consider reimbursing the cost.

4. 9f - One Less Straw Pledge – I came across the One Less Straw Pledge and thought the Board may be interested and encouraging local businesses to participate as well. There is also an individual pledge form for anyone who may be interested.

5. Staff Comments - I prepared the SWFWMD suggested project list as amended by the board and submitted it to Mr. Burnell for his consideration.

6. I will see you at the October meeting.
GRANT PROGRAM

Local Government Water Supply Funding Assistance Program

Program Guidelines

Since 1996, the Board of Directors of the Authority has provided assistance to local governments for water supply projects. The criteria for possible funding of a local water supply project are as follows:

1. The project must be within the Withlacoochee Regional Water Supply Authority jurisdiction.

2. For FY 2018-19, the project must relate to water conservation.

3. The project must be approved by the submitting local government’s City Council or County Commission prior to submittal to the WRWSA. A resolution of support of the project and commitment of any co-funding by the local government should accompany the application. The Authority, in its sole discretion, will evaluate and approve/disapprove each project based on its merits.

4. The Authority Board of Directors will establish the amount of money available each year for the grant program. For Fiscal Year 2018-19, the Board set a budgeted amount of $130,000. The number of approved applications and associated costs will determine the amount of funding for each project. Generally, the Authority funds 50% of a project budget up to the maximum set by the Board.

5. The local government applicant must provide a scope of services for the project that describes the objective of the project, the tasks involved in the project, the cost per task and the time frame for completion of the project.

6. If either the approved project tasks or the project time frames are changed, the project applicant must revise the scope of services as soon as they are known and receive approval of these revisions from the Authority. Changes to the internal budget of a project may be approved by the Executive Director up to a 10% change in budget items, as long as the overall cost of the project does not increase. Changes in excess of 10% must be approved by the Authority Board. The Authority Executive Director may also approve changes in the project time schedule as long as the contract completion date is not changed. All requests for changes in budget and schedule must be submitted in writing to the Executive Director. Any requests requiring Board approval will be scheduled for consideration at the next regularly scheduled Board meeting. Requests for an extension of the contract completion date must be done prior to the expiration of the contract.

7. The application process will open on May 1 of each year and close on the last working day in June. The applications will be considered by the Board beginning at its July Board meeting. The grant application form and a draft contract are available for download below in both .pdf and .doc formats. Grant awards will be made no later than the September Board meeting. Grant contracts will be prepared by the Authority in consultation with the grant recipient.

8. All public supply utilities within the region and member governments are eligible to apply for the WRWSA grants.
9. Applicants with past or ongoing grant projects may apply for a new grant, provided that the past, or ongoing, grant is on schedule, unless extenuating circumstances warrant a special exception. Such exceptions would be entirely at the discretion of the Authority Board.

10. Having had a previous grant from the WRWSA will not diminish standing for ranking applications, but will be only one consideration for ranking applications, including past performance in implementing projects.

11. The WRWSA local grant program is structured whereby invoices may be submitted monthly or bi-monthly for reimbursement of 50% of the costs incurred, consistent with the approved grant contract and scope of services. WRWSA grant contracts will contain a provision stating that the WRWSA grant funds expended to-date must be refunded by the grant recipient if a project is abandoned before it is completed.
1. The grant application period opens on May 1, 2018 and closes on the last working day of June (June 29, 2018). The [grant application form](#) and a [draft contract](#) are available for download at the bottom of this page in both .pdf and word .doc formats.

2. The completed application and all attachments must be submitted by 5:00 p.m. on June 29, 2018. It is the applicant's responsibility to ensure that the grant application is sent to and received by the Authority by the specified deadline. The Authority assumes no responsibility for delays or other problems with the transmittal of the application.

3. Applications will be considered beginning at the July Board meeting. Applicants will be expected to have a representative at the Board meeting to explain the request and answer questions.

4. Once a grant application is approved by the Board, the applicant's resolution, summary of the project and time schedule will be incorporated by reference into a contract between the Authority and the grant recipient.

The completed application should be mailed to:

Richard S. Owen, AICP, Executive Director  
Withlacoochee Regional Water Supply Authority  
Lecanto Government Building  
Suite 228  
3600 W. Sovereign Path  
Lecanto, FL 34461

Deadline: 5:00 pm -- June 29, 2018
WATER CONSERVATION GRANT APPLICATION FORM:

Name of applicant:

Provide a short description of the proposed water conservation project in the text box below:

List previous grants received from WRWSA in the previous 3 fiscal years and date completed:

Attachments to application:
1. A resolution of support that includes a commitment that the grant recipient will budget and expend its matching funds as required by the grant program.
2. A summary of the project tasks (scope of services) with estimated costs by task, if applicable.
3. A time schedule for the project and expected completion date that will be inserted in the local government contract.

Return Application to: Richard S. Owen, Executive Director
WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461

Deadline: June 29, 2018, 5:00 p.m. EST
WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY
LOCAL GOVERNMENT WATER CONSERVATION
FUNDING ASSISTANCE PROGRAM

PROJECT GRANT AGREEMENT

This Agreement is made and entered into this ____ day ____________, 2018, by and between the WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY, (hereinafter called the “AUTHORITY”), and ________________, (hereinafter called the “GRANTEE”), in furtherance of funding assistance in the development of the “________________ WATER CONSERVATION PROGRAM”. In consideration of the mutual covenants contained herein and pursuant to Chapter 163, Laws of Florida, Florida Interlocal Cooperation Act of 1969, as subsequently amended, and Section 373.713(2)(i), Florida Statutes, the parties hereto agree as follows:

1. The AUTHORITY has found that the implementation of water conservation programs by a member government is the primary purpose of the project known as the “________________ WATER CONSERVATION PROGRAM” (hereinafter called the “PROJECT”), and enters into this Agreement with the GRANTEE for assisting in the funding of water conservation programs more particularly described in its Application. The PROJECT application is attached hereto marked Exhibit “A” and made a part hereof.

2. The GRANTEE shall provide the AUTHORITY with a copy of the GRANTEE’s contract documents executed for the PROJECT and the third party vendor providing said services in order to confirm the total project costs.

3. PROJECT FUNDING:

   A. The AUTHORITY agrees to pay, on a reimbursement basis, to the GRANTEE, the sum of $_______ of the proposed $_______ total budget cost for the PROJECT.

   B. The GRANTEE shall pay PROJECT costs prior to requesting reimbursement from the AUTHORITY. The AUTHORITY shall reimburse the GRANTEE for fifty percent (50%) of all allowable costs in each approved invoice based upon the listed tasks contained in Exhibit “A”, not to exceed the sum of $_______ as identified in paragraph 3.A. above.

   C. The GRANTEE shall provide the AUTHORITY with a schedule and description of “tasks” for the PROJECT with the cost associated with each task set forth.

   D. All PROJECT reimbursement requests shall include all documentation required by the AUTHORITY for proper audit review. The GRANTEE shall certify that each request for payment is appropriate and that said task or portion thereof has been completed.
E. The AUTHORITY shall, within sixty (60) days after receipt of a payment request, review the work accomplished to date under this Agreement and, if the work and payment request are in accordance with all applicable requirements, approve the request for payment.

4. GRANTEE shall ensure that all services procured and all purchases of goods obtained for the accomplishment of the PROJECT shall be secured in accordance with applicable State and Federal laws and in accordance with the GRANTEE’s adopted procurement procedures.

5. GRANTEE shall follow all State and Federal laws relating to its established audit and accounting procedures and as they relate to said PROJECT and cost reimbursements.

6. The GRANTEE shall retain all records supporting PROJECT costs for three (3) years after the fiscal year in which the final PROJECT payment was released by the AUTHORITY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year retention period. The AUTHORITY, State Auditor General, State Comptroller, and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE’s records for said PROJECT within the retention period.

7. This Agreement shall become effective upon execution and the GRANTEE shall complete preparation and/or construction of all PROJECT elements on or before September 30, 2019. The completion date may be extended by the AUTHORITY for good cause at the written request of the GRANTEE and must be made prior to PROJECT completion date.

8. The AUTHORITY’s Executive Director for the purposes of this Agreement shall be responsible for ensuring performance of its terms and conditions and shall be responsible for recommending approval of all reimbursement requests to the AUTHORITY prior to payment. The GRANTEE’s Liaison Agent, as identified in the PROJECT application, or successor, shall act on behalf of the GRANTEE relative to the provisions of this Agreement.

9. The Executive Director shall have the authority to approve budget changes within individual tasks up to a total amount not to exceed TEN PERCENT (10%) of total project costs without Board approval.

10. All monies expended by the GRANTEE for the purpose contained herein at the option of the AUTHORITY shall be subject to audit review.

11. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §168.28, Florida Statutes.

12. The GRANTEE shall comply with all federal, state, and local rules and regulations in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state, and local health and safety rules and regulations. The GRANTEE further agrees to ensure that the GRANTEE’s contract will include this provision in all subcontracts issued as a result of this Agreement.
13. The AUTHORITY reserves the right to inspect said PROJECT and any and all records related thereto at any reasonable time.

14. This Agreement may be unilaterally canceled by the AUTHORITY in the event the GRANTEE refuses to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement pursuant to Chapter 119, Florida Statutes.

15. The AUTHORITY shall also have the right to demand a refund, either in whole or in part, of the funds provided to the GRANTEE for non-compliance with the terms of this Agreement if not cured within thirty (30) days of written notice thereof from the AUTHORITY. The GRANTEE, upon notification from the AUTHORITY, agrees to refund and will forthwith pay to the AUTHORITY, the amount of money demanded by the AUTHORITY. Such refund shall include interest calculated at two percent (2%) over the prevailing prime rate as reported by the Federal Reserve on the date the AUTHORITY calculates the amount of refund due. Interest shall be calculated from the date(s) of payment(s) to the GRANTEE by the AUTHORITY.

16. The employment of unauthorized aliens by a GRANTEE is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the GRANTEE knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The GRANTEE shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

17. No person on the grounds of race, creed, color, national origin, age, sex or marital status shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

18. This Agreement strictly prohibits expenditure of these funds for the purpose of lobbying the Florida Legislature, the judicial branch, or a state agency.

19. The GRANTEE shall have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to §11.45, Florida Statutes, and have a statement prepared by an independent certified public accountant which attests that the GRANTEE has complied with the provisions of this Agreement and whether the audit results in an unqualified opinion.

20. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not perform work as a grantee, 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 §287.017, Florida Statutes, or Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

21. A copy of the audit and attestation as required in Paragraph 19 shall be submitted to the AUTHORITY within one (1) year from the PROJECT completion date as set forth in Paragraph 7 or as extended by the AUTHORITY.

22. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without mutual written agreement of the parties hereto.
23. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modification or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the date and year first above written.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

By: ______________________
    MICHELLE STONE
    Chairperson

ATTEST:

By: ______________________
    RICHARD S. OWEN
    Executive Director

____________________, a political Subdivision of the State of Florida

By: ______________________

____________________, Chairperson

ATTEST:

By: ______________________

____________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ______________________
    ______________________ for the Grantee

APPROVED AS TO FORM AND CORRECTNESS:

By: ______________________
    LARRY M. HAAG
    Attorney for Authority
Committed to Being Plastic Straw Free

Refuse

Keeping Crystal River Clean

Waterfront Advisory Board
Committed to Being Plastic Straw Free

Refuse

Keeping Crystal River Clean

Waterfront Advisory Board
Waterfront Advisory Board

Old Logo

Waterfront Advisory Board

New Logo
PLEDGE FORM FOR BUSINESSES

Business Name: ________________________________

What Kind of business? □ Restaurant or Bar □ Hotel □ Venue □ Airport

Primary Email Address: ________________________________

Website: ________________________________

Street Address: ________________________________

City: ________________________________ State: __________ Zip: __________

Phone Number: ________________________________

Manager’s Name: ________________________________

How did you learn about our pledge campaign? (list name of student or patron who introduced campaign to you) ________________________________

The Pledge:
For the next 30 days, this business pledges to only hand out plastic straws if they are requested.

Manager’s Signature: ________________________________

Awesome OneLessStraw Campaign buttons are available for only .50 cents each (plus shipping), just email us at: info@onemoregeneration.org. Let us know the number of buttons you need and your address.

Please email this form (after scanning the filled out form) to: info@onemoregeneration.org or mail it to:
OneLessStraw, c/o One More Generation, P.O. Box 143627, Fayetteville GA 30214

You may also complete this form electronically on our website at www.OneLessStraw.org

Materials are also available in Spanish.
PLEDGE FORM FOR INDIVIDUALS

Name(s): ____________________________________________

____________________________________________________

Primary Email: _______________________________________

School Name (if a student): _______________________________

School’s Phone Number: ________________________________

The Pledge:
For the next 30 days, I pledge not to use or accept plastic straws.

I pledge to pay the amount indicated below for each plastic straw I use or accept during the next 30 days:
☐ .25    ☐ .50    ☐ $1    ☐ $5    ☐ Other: ______________________

Share by posting a photo of you signing the pledge to Instagram with hashtag: #1LessStraw

Pledger’s signature(s): __________________________________

____________________________________________________

Zip Code (for tracking purposes): _________________________

All funds generated from your pledge should be made payable to your school’s environmental education program. If the school does not accept fundraising or does not have an environmental education program, please send funds to One More Generation. At the end of the 30 days, please mail your check to your school (if applicable) or mail your check directly to One More Generation at the address below.

Please email this form (after scanning the filled out form) to: info@onemoregeneration.org or mail it to:
OneLessStraw, c/o One More Generation, P.O. Box 143627, Fayetteville GA 30214

You may also complete this form electronically on our website at www.OneLessStraw.org

Materials are also available in Spanish.