Agenda

Crystal River City Council Meeting
Regular Meeting Agenda
Monday, January 27, 2025 at 5:30 PM
Citrus County Welcome Center

Joe Meek, Mayor
Robert Holmes, Vice Mayor/Council Seat #5
Gabrielle Satchell, Council Seat #1
Cindi Frink, Council Seat #2
Chris Ensing, Council Seat #3

Audra Curts-Whann, City Manager
Rob Batsel, City Attorney
Mia Fink, City Clerk

NOTICE TO PUBLIC

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

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

GENERAL MEETING PROCEDURES

1. In consideration of others, we ask that you follow a few basic rules:

   A. Please turn cell phones off, or place on vibrate. If you must make a call, please step out into the hallway.

   B. If you must speak to someone in the audience, please speak softly or go out into the hallway.

   C. Personal comments/remarks, directed to Council or the public, are not allowed and are considered out of order.

2. Public Comment:

   A. The general public will be allowed three (3) minutes to speak during the Public Input section at the beginning of the meeting and five (5) minutes to speak during the Public Input section at the end of the meeting.

1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. PRESENTATIONS

A. State of the City Address

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

(Three Minute Time Limit)

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council Workshop held January 7, 2025

B. Motion to approve minutes of the City Council meeting held January 13, 2025

C. Monthly Departmental Report Summary for the Month of December

7. PUBLIC HEARING

A. Introduction of Ordinance 25-O-05 (Application No. PZT24-0002) for a text amendment of the Community Development Code to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) Zone on First Reading, hold a public hearing on January 27, 2025, and schedule a second public hearing for February 10, 2025.

8. INTRODUCTION AND FIRST READY OF ORDINANCES

9. CITY ATTORNEY

A. Riverwalk Update

10. CITY MANAGER

A. Motion to award a five-year term continuing services contract for professional services to the firms recommended by the Bid No. 25-RFQ-01 Selection Committee.

B. City Manager update on temporary City Hall locations

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek
B. Vice Mayor Holmes
C. Council member Satchell
D. Council member Frink
E. Council member Ensing

13. PUBLIC INPUT

(Five Minute Time Limit)

14. ADJOURNMENT

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 3.A.**

Requested Motion: State of the City Address

Summary:
Mayor Meek to deliver the State of the City address.

Staff Recommendation:

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 6.A.**

Requested Motion: Motion to approve minutes of the City Council Workshop held January 7, 2025

Summary:

Staff Recommendation:

ATTACHMENTS:
Description
01-07-25 Special Workshop.docx

Minutes of the
City Council Special Workshop
Tuesday, January 7, 2025
9:00 a.m.
Citrus County Welcome Center

1. CALL TO ORDER

Mayor Meek called the meeting to order at 9:05 a.m.

Council members present: Mayor Joe Meek, Vice Mayor Robert Holmes, Council member Gabrielle Satchell, Council member Cindi Frink, Council member Chris Ensing

Staff present: City Manager Audra K. Curts-Whann, City Clerk Mia Fink, Human Resources Director Mary Helprin, Visitors Services Director Andrea Hullstrung, Community Engagement Director Leslie Bollin, Finance Director Michelle Russell-Maynard, Assistant Public Works Director Stacy Houston, Public Works Director/Assistant City Manager Troy Slattery, Growth Management Director Carly Hanson, Fire Chief Frank Melillo

2. COUNCIL DISCUSSION

City Manager Curts provided an introduction, reviewing itinerary and discussing purpose of workshop.

A. Civic Master Plan

City Manager Curts began review of Section 5 of the Civic Master Plan ("Big Ideas Getting There"), highlighting action items including promotion of mixed uses, parking-related items, consideration of impact fee implementation, rebates and other incentives. Sections 1.5.1 and 1.5.2 (construction of City Hall at same location and rebuilding of Creative Playground behind City Hall) were discussed. Council discussion was held regarding specific parking opportunities, EDC, TDC and Chamber collaboration, and items under strategy 2.5, pertaining to the Knight's Addition community ("Copeland Park Neighborhood"). Items under strategy 3.1 "Complete Streets and General Improvements" were also discussed including action items 3.1.1 resolution adoption, collaboration with Main Street, wayfinding signage and 3.1.4 (Turkey Oak By-Pass). Council discussion was also held regarding FDOT-related projects (Suncoast Parkway update upcoming), and projects prioritized through the MPO.

Throughout the discussion staff compiled a list of items entitled "Future Topics for Consideration", which included the following:
1.2.2 Discussion of Impact Fee Collection
Walkability… Bike Facilities
Golfcart parking/accessibility
Metering-Time Limits- Enforcement (parking)
Widening of 495/Citrus Ave. (for Parkway)
Local Ordinance for Historical Designation to allow for exemptions under FBC

B. Current Projects for the City

Mayor Meek introduced the *"Replacement of City Hall"* topic, providing a brief background and noting need for long-term temporary location. City Manager Curts presented proposed option moving forward (Office Max building purchase) and Council discussion was held regarding the various options/locations (including Office Max building purchase, potential lease options, rebuilding at original site, etc.), related relocation of certain city amenities (CRFD and Visitor's Center), costs and benefits of each, funding sources (existing/future), and potential timelines and implications related to each. Staff was directed to pursue potential lease (or owner financing) option for Office Max location, while moving with forward with purchase item for future consideration.

Council discussion was then held regarding the *"Facility Usage"* topic, including Crystal River Heritage Museum, Train Depot, and Pumphouse properties. Discussion regarding potential purchase of property adjacent to Train Depot and related Visitor's Center relocation, as well as consideration of adoption of a local ordinance related to historically designated properties. Staff was also directed to identify potential parties to whom the Pumphouse and Museum could be leased.

Council discussion was then held regarding the Riverwalk project, including status, additional project management, with City Manager Curts providing an update regarding the project, noting recent meetings with upland property owners regarding easements and riparian rights agreements. Staff was directed to include a Riverwalk update item on future meeting agendas.

C. Future Goals for the City

Council discussion was held regarding potential recreational projects for the City, including municipal golf course (and prior acquisition opportunity), with City Manager Curts to follow up with City of Winter Haven to observe their model. Connectivity in the northern section of the city was also discussed including the golf cart crossing at NW 19th Street.

Future funding and expansion of Fire Services was then discussed with plans for 6 FT Firefighters, noting models used by County and neighboring City (i.e. ad valorum vs. MSBU). Fire Chief Frank Melillo addressed Council regarding transition from volunteer to paid, noting benefits including ISO rating and recent ladder truck purchase. He also discussed coordination with other local Fire Departments.

Mayor Meek called for a brief recess at 11:18 a.m. and reconvened at 11:27 a.m.

Council continued discussion of items including Historical Preservation, Annexation, CRA and Main Street. Historic designation was discussed with confirmation provided regarding provisions within state statutes and the Florida Building Code that allow for certain exemptions for historically designated properties provided a local ordinance is adopted. Ms. Curts discussed strategies annexation opportunities and ways to incentivize voluntary annexation, including expansion of service areas and Council noted various pockets throughout the City that may be

suitable for annexation. Better access to Three Sisters Springs Refuge for residents was also noted as a potential incentive.

City Manager Curts discussed previous CRA Expansion Project and need for further evaluation and identification of projects prior to implementation. She also discussed the need for improved coordination with Main Street and redirection of focus, soliciting Council input on priorities. Council discussion was also held regarding CRA activities, including Mini-Grant program, with Growth Management Director Carly Hanson noting impact of recently adopted form-based code (removed design standards unique to CRA, excluding signage). Potential CRA projects, including conversion of overhead powerlines and beautification projects were also discussed.

Each Council member listed items to consider as future goals including:

Vice Mayor Holmes: Moratoriums on R.V. parks, gas stations and carwashes; Lolly Island Preservation, CRPS and CRMS parent pick-up line improvements.

Ms. Hanson noted upcoming joint meeting with School Board.

Council member Satchell: ADA-accessible playground equipment for parks.

Staff confirmed Copeland Park Improvement Project includes ADA-Accessible playground equipment.

Council member Ensing: Pickleball Complex.

Staff confirmed future expansion of parks and recreational elements and recent focus on park improvements.

Council member Frink: Dog Park and Pickleball complex (and suggested locations); appointment of liaisons to lead Riverwalk negotiations. dog parks- field adjacent to cemetery- that could be a dog park and pickleball.

Vice Mayor Holmes inquired about status of “CMAR” (Construction Management at Risk) services procurement, which Public Works Director Troy Slattery addressed.

D. Legislative Agenda

City Manager Curts introduced the item, noting draft agenda and need for prioritization. Mayor Meek provides background on Item 3 (“Hunter Springs Seawall/Beach Restoration”), noting Kimley Horn IPO upcoming for Engineering, and potential impact to the Save Crystal River Project if shoreline/seawall erosion issue is not addressed. Mayor Meek also noted importance of Resiliency-related projects. Vice Mayor Holmes noted importance of accommodating future growth (Item 1 “WWTP Upgrades”) and inquired about reclaimed line.

City Manager Curts discussed Legislature's current focus on regionally beneficial projects, including Item 4 "Funding to relocate NW 3rd Ave. Boat Ramp" (i.e. Fort Island Trail Boat Ramp Expansion), noting need to also address storm-related damage to Pete's Pier Boat Ramp.

Following Council discussion final prioritization is as follows:
1.WWTP Upgrades
2. Hunter Springs Seawall/Beach Restoration
3. Funding to relocate NW 3rd Ave. Boat Ramp/ Refurbish Pete's Pier Boat Ramp (combined as "Boat Ramp Improvement/Expansion Projects")
4. City Hall Reconstruction

E. Other Updates

City Manager Curts Audra provides update regarding FEMA NFIP compliance and clarification regarding requirements, noting letters to be sent next week.

Building Official Richard Chavous provided clarification regarding documentation of cost requirements (even if a permit is not required). He and Ms. Hanson addressed Council questions and provided further clarification on items including confidentiality of data, preliminary damage assessments (conducted by contractor) and follow-up assessments conducted by staff. Staff was requested to create an online portal for residents submitting recovery-related documentation.

City manager Curts also provided an update regarding additional FEMA funding opportunities, including HMGP, FMA SWIFT and Elevate Florida.

3. ADJOURNMENT

Meeting was adjourned at 1:23 p.m.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 6.B.**

Requested Motion: Motion to approve minutes of the City Council meeting held January 13, 2025

Summary:

Staff Recommendation:

ATTACHMENTS:
Description
Minutes of the City Council meeting held 01.13.25.docx

Minutes

Crystal River City Council
Regular Council Meeting
Monday, January 13, 2025 5:30 p.m.
Citrus County Welcome Center

1. CALL TO ORDER

Mayor Meek called the meeting to order at 5:31 p.m.

Council members present: Mayor Joe Meek, Vice Mayor Robert Holmes, Council member Chris Ensing, Council member Cindi Frink, Council member Gabrielle Satchell

Council members absent: None

Staff present: City Manager Audra Curts, Assistant City Attorney James Hartley, City Clerk Mia Fink, Community Engagement Director Leslie Bollin, Growth Management Director Carly Hanson, Finance Director Michelle Rusell-Maynard, Public Works Director Troy Slattery, Human Resources Director Mary Helprin

Council member Robert Holmes led the invocation, and Mayor Meek led the Pledge of Allegiance. Mayor Meek also welcomed newly elected Sheriff David Vincent and Chief of Staff Calvin Adams. Sheriff Vincent who addressed Council, offering assistance and future coordination.

2. ADOPTION OF AGENDA

Motion to adopt the agenda as amended was made by Council member Ensing; seconded by Council member Satchell. Motion carried 5-0.

3. PRESENTATIONS

A. FDOT Project Updates

Alison Stettner, Transportation Development Director introduced FDOT staff members Stephanie Sharp, Anil Sharma and Brian Hunter (District 7). Mr. Sharma presented on the Suncoast Parkway Project (presentation attached to original agenda packet). Mr. Hunter provided District 7 updates on upcoming projects including NE 1st to Snug Harbor Resurfacing, 7th to Withlacoochee Bridge Resurfacing, and Crosstown Trail Crossing, while confirming US 19 widening to be completed in April. He addressed questions and comments from Ed Gerrits, Ken Frink and Gerry Mulligan regarding timelines, traffic signals, bike trail connectivity and safety concerns at the Crystal Oaks entrance.

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

***Terry Thompson- Crystal River*-** Discussed recent communications from City regarding post-storm recovery, permitting and FEMA NFIP requirements (and permit fee waivers), and proposed Office Max purchase, noting BFE status.

***Mindi Hastings- Crystal River*-** Discussed proposed Office Max purchase, spoke in favor.

***Gail Kostelnick- Crystal River*-** Discussed NW 19th Street issues and inquired about draft purchase agreement for Office Max.

Josh Wooten- CEO, Citrus Conty Chamber of Commerce- Announced details regarding upcoming Manatee Festival and Rev. Dr. MLK Jr. Salute scheduled for Sunday at the Pumphouse.

Mayor Meek addressed comments noting SafeBuilt contract for Building Inspection Services.

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council meeting held December 9, 2024

B. Motion to approve minutes of the City Council meeting held December 26, 2024

C. Motion to authorize the Mayor to execute a letter authorizing the City Manager to sign the subgrant application to participate in Public Assistance Grant opportunities

E. Public Assistance (PA) and Hazard Mitigation (HMA) Report from Atkins

Motion to approve the consent agenda was made by Vice Mayor Holmes; seconded by Council member Ensing. Motion carried 5-0.

7. PUBLIC HEARING

A. Consideration of Ordinance No. 25-O-01 (Application No. PCA24-0004) for an amendment of the Future Land Use Map for 14.57 acres addressed as 4264 N Tallahassee Road, owned by Scott and Christine Johnson, on Second Reading and conduct a Public Hearing. This item is associated with the next item.

Quasi-judicial Public Hearing was conducted for items 7A and 7B simultaneously.
Mayor Meek called for disclosure of ex parte communications and conflicts of interest. There were none.

Staff Presentation: Growth Management Director Carly Hanson gave the presentation and addressed Council questions regarding other options, and adjacent property zoning designations.

Applicant Presentation: N/A

Public Hearing:
***Terry Thompson- Crystal River*-** Commented on proposed project (in favor) and zoning designation (opposed).

Council Discussion: Council discussion was held regarding Planning Commission recommendation (denial), need for additional zoning category (in addition Industrial), buffering and density.

Assistant City Attorney Hartley advised that denial of 7A requires denial of 7B.

Motion to deny Ordinance No. 25-O-01 (Application No. PCA24-0004) for an amendment of the Future Land Use Map for 14.57 acres addressed as 4264 N Tallahassee Road, owned by Scott and Christine Johnson, on Second Reading was made by Vice Mayor Holmes; seconded by Council member Frink. Motion carried 5-0.

B. Introduction of Ordinance 25-O-02 (Application No. PZMA24-0004) for an amendment of the Official Zoning Map for 14.57 acres addressed as 4264 N Tallahassee Road, owned by Scott and Christine Johnson, on Second Reading and conduct a Public Hearing. This item is associated with the previous item.

Motion to deny Ordinance No. 25-O-02 (Application No. PZMA24-0004) for an amendment of the Official Zoning Map for 14.57 acres addressed as 4264 N Tallahassee Road, owned by Scott and Christine Johnson, on Second Reading was made by Council member Ensing; seconded by Council member Satchell. Motion carried 5-0.

9. CITY ATTORNEY
Assistant City Attorney Hartley provided an update regarding Riverwalk, noting recent meetings with upland owners and revisions to access points. He also confirmed asbestos abatement was underway at the 579 US Hwy. 19, LLC parcel, with demolition to follow.

10. CITY MANAGER

A. Discussion and consensus to proceed with implementation of recommended salary ranges for city positions

City Manager Curts presented the item. Council spoke in favor of the proposed ranges and positions.

Consensus was reached to proceed with implementation of recommended salary ranges for city positions.

B. Motion to adopt Resolution No. 25-R-09 to reallocate Assistant City manager position funding for various appropriations not within the FY2025 adopted budget the current Management has proposed

City Manager Curts presented the item and related detail, and Council noted budget neutrality of reallocation.

Motion to adopt Resolution No. 25-R-09 to reallocate Assistant City manager position funding for various appropriations not within the FY2025 adopted budget the current Management has proposed was made by Council member Satchell; seconded by Vice Mayor Holmes. Motion carried 5-0.

City Manager Curts deferred to Mayor Meek to lead item 10C and 10D, and confirmed receipt of draft purchase agreement for item 10D after the agenda deadline.

C. Motion to adopt the 2025 Legislative Agenda

Mayor Meek presented the item, noting previous special workshop discussion, and potential revisions to item 4 based upon discussion and decision regarding item 10D.

Council member Frink recognized Laura Boehmer of Southern Group (Advocacy Services provider for City), who addressed Council regarding the proposed 2025 Legislative Agenda. Ms. Boehmer provided an update regarding the upcoming legislative session, noting prediction of smaller funding considerations (and corresponding expectations) and additional recovery package.

Motion to adopt the 2025 Legislative Agenda was made by Vice Mayor Holmes; seconded by Council member Satchell. Motion carried 5-0.

D. Motion to adopt Resolution No. 25-R-10 appropriating funding and approving the purchaser of a building at 1501 NW US Hwy 19, Crystal River for $1,700,000.00 for the purpose of a temporary City Hall

Mayor Meek provided background regarding the item, noting design and permitting for City Hall reconstruction at current location currently underway, need for facility to house city operations, need for funding, potential options, and recent notification of availability of a temporary site for lease (871 N. Suncoast Blvd. #2). He also noted approval of item 10D would begin due diligence process. City Manager Curts confirmed need for Council direction and Council discussion was held regarding various options, including lease of 871 N. Suncoast Blvd. #2, city facilities not currently being utilized. Discussion was also held regarding 579 US Hwy 19 parcel (confirmed not to be an option), flooding issues at current City Hall site and focus on existing assets.

Consensus was reached to rebuild City Hall at current location and staff was directed to explore lease option at 871 N. Suncoast Blvd. #2 and distribute draft purchase agreement to Council.

Further Council discussion was held regarding assets currently held by City and other temporary location options, including portables.

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek confirmed upcoming MPO meeting and request for three items referenced during item 3A.

B. Vice Mayor Holmes confirmed WRWSA meeting upcoming.

C. Council member Satchell reported on Library Governing Board meeting attendance and upcoming improvements to Coastal Region Library and confirmed upcoming MLK Salute event.

D. Council member Frink confirmed Main Street meeting upcoming and requested appointment of Council liaison for negotiations with the 871 N Suncoast Blvd. #2 site representatives.

E. Council member Ensing confirmed upcoming meetings regarding historic designation and pickleball complex, as well as recent TDC meeting attendance, inviting Auvis Cole to speak.

Mr. Cole reported on recent TDC meeting items, including swearing in of Council member Ensing and Reopening Campaign activities.

13. PUBLIC INPUT

Terry Thompson- Crystal River- Noted loss of tax revenue from parcels including 579 US Highway 19, Crystal River Mall and Plantation Resort.

Dr. Paresh Desai- Crystal River- Suggested utilization of modulars for temporary City Hall and phased construction.

14. ADJOURNMENT Mayor Meek adjourned the meeting at 7:22 P.M.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 6.C.**

Requested Motion: Monthly Departmental Report Summary for the Month of December

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Summary:
Summary of Monthly Departmental Reports.

Staff Recommendation:

ATTACHMENTS:
Description
2024 Summary Report- December.docx

Departmental Monthly Report Summary
December 2024

THE CITY CLERK'S OFFICE

During the month of December, the office clerked 3 public meetings, coordinating the agendas and drafting 5 agenda items. The Clerk's office also facilitated 3 public records requests and performed 9 notarizations on various legal documents. Recording items included 1 lien release. Elections activities include campaign finance reporting and swearing in ceremony coordination. Ongoing responsibilities include grant coordination/reporting, audio/visual equipment operations/coordination, budget-related obligations, I.T. and software assistance, scheduling for City Manager, Riverwalk permitting and easement coordination/processing, records management duties including facilitation of public records requests, ordinance and resolution drafting, development of master list of projects/agreements/etc. with instructions for administration/implementation, procedural information, etc. Additional items included research request and drafting written materials for various departments, emergency debris management contract management, LSE declarations and extensions, FGCU water quality improvement project survey and the continuing professional services solicitation.

THREE SISTERS SPRINGS

Three Sisters Springs had a total of 13,971 visitors for the month of December. Fiscal year 24' November had a total of 15,392 visitors. December visitor counts were down 9.2% from the previous year. The visitors' numbers averaged 465.7 people per day. Three Sisters Springs Center was closed for 1 holiday in December (Christmas Day) and had above average warmer weather for the month. Net revenue for the month totaled $204,539.75. Commissions paid to USFWS totaled $41,986.26

This month on social media:
Facebook:

- Page Reach: 1,225,592
- Facebook Page Visits: 690,803
- Facebook page followers: 141,700

Instagram:

- Page Reach: 24,735
- Page Followers: 35,802
- Instagram views: 77,685

FIRE DEPARTMENT

Fire Department Activities: During the month of November, the Fire Department received 57 calls for service. An average of 4.63 personnel per call and had an average response time of 5.86 minutes. CRFD completed live fire training at the Inverness Fire Department Training Center, attended the Stone Crab event providing EMS support to 4 people. The fire department also filled barricades for downtown. CRFD Conducted 40 hours of training in the month of November / Fire suppression and rescue.

* Further details are listed in the full departmental reports.

PUBLIC WORKS DEPARTMENT

Roads and Streets

- NE 11th ST & NE 10th ST storm ditches cleaned out, heavy emphasis in area.
- Road depression repaired on Citrus Ave and Turkey Oaks Dr.
- Cleaned out storm drain on NW 14th PL.
- Assisted without any incidence with Christmas Parade and Tree Lighting
- Trees trimmed from light poles on bike trail near NE 11th ST.
- Replaced Carpet on Kayak Launch at Kings Bay Park
- Repaired water Leak at Fire Department.

Parks & Park Rangers

- Citations Written 0 (Pay stations down due to hurricane Helene and Milton)
- Boats Pumped out.....62
- Gallons Pumped.....2,457
- New Pay stations are ordered.
- Kings Bay dock repaired by public works team.

Capital Projects

- 1st Street Parking lot project. Sitework in progress. (75 percent complete)
- Paradise Point lift station manifold project. Lift Station 15&16 complete. 32 in progress of being rebuilt due to hurricane damage. (95 percent complete)
- Indian Waters – 2 additional units have started the septic-sewer conversion. Customers have hooked up or are in the process. (85 percent complete)
- 8th Avenue/ MLK Sidewalk – Construction to begin December 2nd. In progress.
- Copeland Pier contract signed – Project Complete.
- Copeland Playground – Material ordered. Production to begin in January.
- Kings Bay Park Improvements – In engineering and design phase.
- Paradise Point Drainage Project – In engineering and design phase.
- 579 Demo – Contractor selected and contract signed. Asbestos survey beginning. Asbestos survey completed in December removal to begin in January.

Utilities & US WATER

- Installed roughly 50 additional freeze protectors on remaining RPZs
- Addressed sewer backups at 1825 SE 3rd Ct, 9665 W Moss Rose Ln, 720 N Afterglow circle, 276 NW Magnolia Cir, and 585 N Country Club Dr
- Repaired water leaks at St John's Tavern, 1113 NE 3rd Ave, 556 NW 9th Ave, and 3940 N Eagle Pt
- Addressed pump issues discovered during routine preventative maintenance at LS 7, 23, 25, 3, 34, 46, and 14.
- Performed preventative maintenance grease removal/cleaning at LS W19 and 46
- Repaired vacuum system valves at Vac Station 2, 10030 Fort Island Trail, and 394 N Michaelmas Terrace
- Performed preventative maintenance on vac station 2 vacuum pumps
- Repaired Vacuum system air terminals at 1242, 1231, and 1245 N Circle Drive
- Addressed faulty E-One pump at 3825 N Suwannee Pt
- Performed startup and verification of contractor install of E-One equipment at 3860 N Catbird Pt

* Further details are listed in the full departmental reports.

HR/RISK MANAGEMENT

Open Positions
Fire Fighter/EMT Full Time and Part Time
Community Development Administrator
Permit Technician
Assistant Growth Management Director
Trolley Driver – Seasonal
Maintenance I
Heavy Equipment Operator

Hire/Voluntary Resignation
Jenette Collins Retirement

Promotion
Lauren Panisello from Permit Technician to Community Development Administrator

Employee Headcount
38 Full Time City & Fire
23 Part Time City
17 Fire Fighter Volunteer
6 Fire Fighter/EMT Part Time
2 Part Time Fire Captain

Risk Management Activities:
N/A

Ongoing Items/Upcoming:
Updating of HR Manual and Job Description Standardization

COMMUNITY ENGAGEMENT

December was a month full of holiday events for the city. We led the decoration of downtown for the holiday season. The department hosted the Christmas Tree Lighting Festival on December 6th. Thousands of people were in attendance and the event was a success. The following day the Citrus County Chamber of Commerce hosted the Crystal River Christmas Parade with tens of thousands in attendance and a success with no incidents. We continue on the search for a new temporary location, as we move forward with due diligence on a proposed property. The department planned and hosted many Christmas activities for City staff including an all-hands breakfast. The City Christmas party was held at the pumphouse on December 20th, rounding out the month's events.

PLANNING, COMMUNITY SERVICES, & DEVELOPMENT SERVICES

A. NEW PENDING PUBLIC HEARING(S)

a. PVA24-0001 – Frye One Pete's Pier, LLC has filed an Application for Vested Rights determination with the City of Crystal River that the use of overflow parking of vehicles on the subject property addressed as 420 SW 1st Ave., Crystal River, is existing and incidental to the Pete's Pier Marina, and has taken place continuously since prior to the adoption of the City's former Land Development Code (Ordinance 05-O-08).

B. POTENTIAL PROJECT(S) / PERMIT(S) UNDER REVIEW/INVESTMENT: (updates are underlined)

1. **Fountains at Hidden Lakes – A 149 Unit "Affordable Apartment" Complex** – PB23-0175 – 10456 W Ashburn Ln – A Pre-Construction meeting was held with City staff on 3/15/24. The permit was purchased on May 28, 2024, and construction has commenced. The Developer will use a private provider for building plan review and inspections.
2. **Starbucks** – PB24-0008 and PB24-0139 – 640 NE 5th – Street State Road 44 next to Coney Island Hot Dog. New construction for 2,703 sf single-story retail coffee house. The shell and interior of the building have been finalized and received a Certificate of Occupancy.
3. **Home2Suites (Hilton)** – PZ23-0046 and PB24-0172– 2061 NW 18th St – A new four-story, 75-room hotel located on the corner of State Road 44 and NE 12th Ave. The developer proposes to develop the parcel with a hotel and a future restaurant as part of a second phase that would front SR 44. A minor subdivision permit and the civil site plan permit have been purchased. The right-of-way permit is ready to be issued, and the construction permit is currently under review.
4. **Crystal River Mall Redevelopment** – PUD23-0002 – 1801 NW Hwy 19 – On 1-22-2024, the City Council approved the Master Plan of Development to allow a maximum of 360 apartments, 80 townhouses, and a new town center (40,600 s.f. retail/restaurant) and four out parcels (12,550 s.f. retail).
    - **Crystal River Townhomes** – PZ24-0057 – 1801 NW Hwy 19 – Application for Civil Site Plan for seven 8-unit buildings for with 56 townhouses with clubhouse and dog park.
5. **Restaurant (at Port Hotel and Marina) –** PB24-0010 - 1508 SE Kings Bay Dr. - Proposed 22,690 s.f. restaurant. Zoning has been approved. Building plans have been approved and the permit was issued on 11-13-2024.
6. **Hotel (at Port Hotel and Marina)** – PB24-0011 – 1508 SE Kings Bay Dr. – Proposed 85,500 s.f. (85-room) hotel. The zoning review has been approved. Building plans have been approved and the permit is ready to be issued.
7. **Elliano's Coffee** – PB24-0099 – 1204 NE 5th St. - 800 S.F. walk-up and drive-through. Zoning review (civil plans) has been approved (PZ23-0041) and issued. This permit has been issued and construction has commenced.
8. **Jimmy's Fish Camp Seafood Restaurant** – PB23-0019 – 300 S Hwy 19 in the CRA – After the developer put this project on hold last year, he has now re-submitted building plans to construct a new restaurant (16,781 sq. ft.) and outdoor deck/bar (1,707 sq. ft). The Building Permit has been approved and is ready to be issued. The Developer will use a private provider for building plan review and inspections.

9. **Microtel** – PZ24-0041 –1030 NE 5th St – A preliminary review of a civil site plan was requested for a new 103 room hotel (10,160 sq. ft.) Zoning comments have been provided for response.
10. **Aldi Grocery Store –** PZ24-0041 – 1651 SE US Hwy 19 – A Building Permit Application at the current Winn Dixie to demise the existing store into two separate spaces with one becoming an Aldi Grocery Store (26,355 square feet) and the second space being left vacant. This permit was issued.
11. **Magnolia Creek – New Commercial Center –** PZ24-0048 – 605 NW US Hwy 19 – A Site Development Permit for a new commercial center with two buildings totaling over 107,000 square feet. This permit is under review.
12. **Marine Town Warehouse Addition –** PB24-0220 – 2061 NW US Hwy 19 – A 5,000 square foot warehouse addition to Marine Town. This permit is under review.

C. **PRE-APPLICATION MEETINGS:**

1. 12-11-2024 – Take 5 Oil Change – 563 NE 5th Street – Pre-application meeting to discuss the redevelopment of an existing commercial site as a Take 5 Oil Change.

BUSINESS TAX RECEIPTS:

Of the 750 renewals for 2025, 539, or 71.9%, have renewed and hold an active 2025 BTR.

BUILDING DEPARTMENT:
PERMITS ISSUED:

Building	14
Demolition	4
Electrical	4
Fire Alarm System and Fire Sprinkler Systems	1
Fire Sprinkler Systems	1
Gas	1
Mechanical	12
Plumbing	1
Right of Way Permit	1
Roofing	6
Sign	2
Solar Powered Equipment	1
Swimming Pool / Spa	1
Tent	1
Zoning	5
Total Permits	**55**
Total Fees	**$20,766.00**

* Further details are listed in the full departmental reports.

INSPECTIONS:

Building	155
Code	1
Fire	15
Zoning	2
Total Inspections	**173**

CODE ENFORCEMENT: CASES:

Open	30
Closed	21
In Progress	9
Total	**60**

FINANCE DEPARTMENT

Attached is the monthly report for the Finance Department as of November/December 2024. This report represents the first quarter for the fiscal year FY2025 – 25.21% of the year has been completed. This report is preliminary for FY2025 as it does not reflect FY2024 year-end revenue, payroll and accounts payable accrual reversals.

General Fund

Operating Revenues for the fiscal year are running more than budget ($4,579,753.94 – 45.35% vs. 25.21%); this is normal following the receipt of December Ad Valoreum Taxes which are now being received for the year – the largest amount is generally received within the months of December and January. As of this date, we have completed 25.21% of the year; however, we have received 58.77% of this main General Fund revenue source (33.56% more). The state revenues are in line with budget to date. Also, interest earned in our bank accounts continues to exceed the budget due to a change in our interest rate by the bank; it is adjusted each month based on the current prime rate. We have received over $1.3 million within the current year for Idalia claims from FEMA and our insurance company; there are still claims to be paid before the City is made whole from the funds expended for the event. We received almost 32.5% of our budgeted interest revenue ($87,179) for the first quarter of FY2025. Overall, revenue for this three-month period is good.

Operating Expenditures overall are at approximately 29.15% of the budget – 3.94% more than budget. Many departments have paid their annual dues as well as the computer licensing annual costs were paid in October. These one-time annul costs tend to skew the numbers in the beginning of year. Departments are still planning their operations for the year and encumber funds to better

assist with the operations of their department. Projected expenditures for FY 2025 are $18,675,800.90or $10,655,218.90 more than the original budget; this is primarily for the rollforwards approved during the November council meeting including Hurricane Idalia & Helene funding along with the funding for the two new Fire trucks approved during the December council meeting.

Marketing/Special Events

Marketing and Special Events are reported as a Special Revenue Fund; however, the fund is still reflected within the financials under the governmental fund. This fund will always net to zero as a monthly transfer from the General Fund is processed to balance the fund; this is the main revenue source for this fund. The total transfer for the first quarter of the year totaled $62,375.14. Vendor events fees will be billed to each vendor for utilization of City space and utilities as City Events begin to take off for the year. The city will also begin to collect vendor sponsorships to assist with the cost of City events.

Visitor Services - Kings Bay Paddlecraft Program and Park Enforcement Program

Revenues for the year are less than budget ($545,985 – 7.51% vs 25.21%-). Both Hurricane Helene and Milton impacted the city parks' operations due to closure for a few weeks. Also, the parking meters have been non-operational. Following Hurricane Idalia, there was concern by the vendor and management this may occur due to the saltwater intrusion. They worked for almost a year and then gradually they all began to fail. The city has ordered new meters and is currently awaiting delivery. The parking meters are one of our main sources of revenues for the parks' operations. The kayak launch rental fees, our other main source of parks' revenues were waived for October due to the hurricanes. Unfortunately, two hurricanes back-to-back has significantly impacted the City parks' revenues for the first quarter 2024.

Expenditures for the year are less than budget by approximately $435,456 (22.78% - 2.43% less). This is primarily due to the Park Ranger truck purchase of over $40,400. The fund currently reflects a negative net position due to this purchase - $-35,045.42.

CIP

Revenues in the CIP Fund continue to remain low in comparison to the revenues budgeted (1.06%); this is primarily due to the grant funding for projects totaling almost $10 million which includes City Hall design and demolition which have not begun yet. Both the state revenue and the local option gas tax are in line with the budget for the first quarter of FY2025.

Capital expenditures for the quarter are also less than budget (7.16%). The main spend this first quarter was for some stormwater projects and the Copeland Park Fishing Bridge. Public Works continues the beginning stages of planning the various capital projects for the year.

Water/Sewer

Operating revenues are slightly less than the budget for the month (22.82% vs 25.21%). The only revenues for the first quarter were the utility billings and interest earned at the bank.

Operating expenditures are also less than the budget (9.41% vs. 25.21%). The contract with U.S. Water in the amount of $1,701,342.96 has been encumbered for the year as reflected within the

encumbrance. Several of the SRF loans for the old sewer expansion projects were paid this quarter totaling over $322,061.

Capital Revenues for water and sewer are less than budget (2.86% vs. 25.21%). This is primarily due to the WWTP grant for which reimbursement will not be received until the project is up and running and the City begins to incur costs.

Capital expenditures like the revenues are less than the budget for the year (2.82% vs 25.21%). There was very little activity for the quarter as Public Works in coordination with U.S. Water are planning the capital projects for the year. Staff also continue to work on the sewer expansion projects. Most FY2024 projects were rolled forward into FY2025.

Sanitation

Sanitation revenues are slightly less than budget for the month (12.11% vs. 25.21%). Staff completed a comparison of City customer billings to Waste Management billings to the City. There were a few adjustments necessary by both the City and the vendor. The vendor again will pay the Franchise fees monthly vs. annually. The $140,000 collection reflects as revenue into the fund, and then a transfer to General Fund; one-twelfth of this is the $11,666.67.

Sanitation expenditures are below budget (15.85%) – 9.36% less than budget.

Three Sisters Refuge

Revenues for the first quarter are slightly more than budget (28.51% vs. 25.21% - 3.30% more). Manatee season just began 11/15/2024 so we will continue to see an increase in revenues. Operating expenditures are more than the budget for the quarter (30.28% vs. 25.21%).

Three Sisters operations were gearing up for season, which required replenishing supplies and training staff. This fund reflects a positive net position for the quarter of $65,574. Overall, this fund primarily continues to be self-sufficient.

CRA

Revenues for the quarter are significantly less than budget (2.65%) due to the Ad Valoreum Tax which has not been billed to the County as of the close of December 2024. The only revenue normally received monthly is interest income; this revenue source exceeded budget (34.81% vs. 25.21%).

Expenditures for the quarter are primarily for payroll, land lease, loan payment, parking project consultant and some Riverwalk expenses. Costs will begin to increase once the Riverwalk project – Water Phase continues to move forward. This FY2024 project was rolled forward into FY2025 in conjunction with the grant funding.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 7.A.**

Requested Motion: Introduction of Ordinance 25-O-05 (Application No. PZT24-0002) for a text amendment of the Community Development Code to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) Zone on First Reading, hold a public hearing on January 27, 2025, and schedule a second public hearing for February 10, 2025.

Summary:
This application is brought by Beautiful Beginnings at Bayside, LLC, requesting three (3) interrelated text amendments to the City of Crystal River's Community Development Code (CDC) to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1).
This proposal is being made to replace the Residential Care use currently listed and defined but not allowable within any zone in the City with the Congregate Care/Special Care Facilities use. In doing so, the applicant proposes a new definition for Congregate Care/Special Care Facilities.
Although there are Residential Care Facilities within the City of Crystal River, staff is unable to locate Residential Care as an allowable use in any zoning district prior to the 2005 adoption of the Crystal River Land Development Code.
Staff recommends denial.
At its January 2, 2025, meeting, the Planning Commission recommended approval to add Congregate Care/Special Care Facilities use in the Urban Center 1 Zone and a definition for Congregate Care/Special Care Facilities. The Planning Commission's recommendation for approval included leaving the Residential Care use and definition in the Code as written. The motion passed 5-0.

Staff Recommendation:
Conduct a public hearing for application PZT24-0002 and schedule a second public hearing for February 10, 2025.

ATTACHMENTS:
Description
Ordinance 25-O-05 Draft 1
Staff Report
PowerPoint
Application
Public Comments

ORDINANCE NO. 25-O-05

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING ORDINANCE NUMBER 24-O-14, APPENDIX A – COMMUNITY DEVELOPMENT CODE OF THE CITY OF CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES; AMENDING SECTION 5, TABLE 5.1 USES BY ZONE BY REMOVING THE RESIDENTIAL CARE USE AND ADDING CONGREGATE CARE/SPECIAL CARE FACILITIES USE AS A PERMITTED USE IN THE URBAN CENTER 1 ZONE; AMENDING SECTION 5, TABLE 5.2 USES PER SPECIAL DISTRICT BY REMOVING THE RESIDENTIAL CARE USE AND ADDING CONGREGATE CARE/SPECIAL CARE FACILITIES; AMENDING SECTION 5.E. DEFINED USES BY REMOVING THE DEFINITION FOR RESIDENTIAL CARE AND ADDING A DEFINITION FOR CONGREGATE CARE/SPECIAL CARE FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Florida Statutes (F.S.), the City of Crystal River City Council adopted the City of Crystal River Comprehensive Plan; and

WHEREAS, on December 9, 2024, the City of Crystal River adopted the City of Crystal River Community Development Code (CDC) as Ordinance 24-O-14; and

WHEREAS, the City Council of the City of Crystal River, Florida, recognizes the need to update and revise the City's CDC to maintain consistency with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, certain changes are necessary and desirable to improve the usability of the CDC; and

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

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

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

SECTION 1. PURPOSE.

The purpose of this Ordinance is to amend Appendix A, Community Development Code of the Crystal River, Florida, Code of Ordinances, by amending Section 5, Table 5.1 Uses by Zone by removing the Residential Care use and adding the Congregate Care/Special Care Facilities use in

the Urban Center 1 Zone; by amending Section 5, Table 5.2 Uses Per Special District by removing the Residential Care use and adding Congregate Care/Special Care Facilities; and by amending Section 5.e. Defined Uses by removing the definition for Residential Care and adding a definition for Congregate Care/Special Care Facilities, for reasons set forth in the above "WHEREAS" clauses, which are incorporated herein, in haec verba.

SECTION 2. AUTHORITY.

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

SECTION 3. AMENDMENT OF THE COMMUNITY DEVELOPMENT CODE.

The City Council of the City of Crystal River, Florida, hereby adopts this Ordinance by amending Section 5, Table 5.1 Uses by Zone by removing the Residential Care use and adding Congregate Care/Special Care Facilities use in the Urban Center 1 Zone; by amending Section 5, Table 5.2 Uses Per Special District by removing the Residential Care use and adding Congregate Care/Special Care Facilities; and by amending Section 5.e. Defined Uses by removing the definition for Residential Care and adding a definition for Congregate Care/Special Care Facilities, as shown in **Exhibit "A"**, attached hereto, and incorporated herein by reference.

A copy of the Community Development Code, as amended, is on file at City Hall in Crystal River, Florida.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

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

SECTION 5. CONDIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of Appendix A, Community Development Code of the City of Crystal River, Florida, Code of Ordinances. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City is given broad and liberal authority to appropriately codify the Exhibit into the provisions of the Community Development Code in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, is hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibit to this Ordinance is hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

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SECTION 6. SEVERABILITY.

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

SECTION 7. MODIFICATION.

It is the intent of the City Council that the provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated in the final version of the ordinance adopted by the Council and filed by the City Clerk.

SECTION 8. EFFECTIVE DATE.

This Ordinance shall become effective as per Florida law.

APPROVED on First Reading after due public notice and public hearing held on the _____ day of _____ 2025.

ADOPTED on Second Reading after due public notice and public hearing held on the _____ day of _____ 2025.

ATTEST:

_____
MIA FINK, CITY CLERK

CITY OF CRYSTAL RIVER

_____
JOE MEEK, MAYOR

APPROVED FOR CORRECTNESS AND FORM:

_____
ROBERT W. BATSEL, JR., ESQUIRE
CITY ATTORNEY

VOTE OF COUNCIL:

Meek: _____

Holmes: _____

Ensing: _____

Frink: _____

Satchell: _____

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EXHIBIT "A"

Note: ~~Crossed out~~ language is deleted and underlined language is proposed.

TEXT AMENDMENT 1 – THAT SECTION 5, TABLE 5.1 USES BY ZONE, OF APPENDIX A – COMMUNITY DEVELOPMENT CODE OF THE CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES, IS HEREBY AMENDED TO REMOVE "RESIDENTIAL CARE" AND ADDING "CONGREGATE CARE/SPECIAL CARE FACILITIES" IN THE URBAN CENTER 1 (UC-1) ZONE, AS FOLLOWS:

Table 5.1 Uses by Zone The following table outlines permitted, conditional and prohibited uses per Zone. The use table below is generalized for ease of use and more specific uses may be further regulated subject to subsection (f).

	UC-1	UC-2	UN-1	UN-2	SN-1	SN-2	CIV	CON
USES								
RESIDENTIAL & HOSPITALITY								
Multifamily Residential	P	P	P	P				
Single Family Attached (Townhomes)	P	P	P	P				
Single Family Detached	P	P	P	P	P	P		
Live/Work Units	P	P	P	P	C			
Accessory Dwelling Unit	P	P	P	P	P	P		
Short Term Rental / "Resort Housing"								
Hotel, Resort & Inn	P*	P*	C*	C*				
~~Residential Care~~								
Congregate Care/Special Care Facilities	P							
CIVIC / INSTITUTIONAL								
Assembly	P	P	C	C			C	
Hospital & Clinic	P	P	C					
Library/Museum	P	P	C				P	
Law Enforcement & Fire	P	P	P	P				
School	P	P	P	C			C	
Post Office	P	P	C				P	
RETAIL & SERVICE								
Neighborhood Retail	P	P	C					
General Retail	P	P						
Craftsman Retail	P	P	C					
Neighborhood Service	P	P	C					
General Service	P	P	C					
OFFICE								

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Office	P	P	P	C				
Home Occupation	P	P	P	P	P	P		
AMUSEMENT								
Recreation Indoor	P	P	C	C				
Recreation Outdoor	C	C	C					
INDUSTRIAL								
Light Industrial	C	C						
Heavy Industrial								
Utilities	P	P	P	P				

* A Bed and Breakfast Inn, as defined by this Code, shall be considered a Conditional Use in UC-1 and UC-2

TEXT AMENDMENT 2 – THAT SECTION 5, TABLE 5.2 USES PER SPECIAL DISTRICT, OF APPENDIX A – COMMUNITY DEVELOPMENT CODE OF THE CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES, IS HEREBY AMENDED TO REMOVE "RESIDENTIAL CARE" AND ADDING "CONGREATE CARE/SPECIAL CARE FACILITIES", AS FOLLOWS:

Table 5.2 Uses Per Special District The following table outlines permitted, conditional and prohibited uses per Special District. The use table below is generalized for ease of use and more specific uses may be further regulated subject to subsection (f).

	IND	IU	PUD
USES			
RESIDENTIAL&HOSPITALITY			
Multifamily Residential			Uses Allowed Per PUD
Single Family Attached (Townhomes)			
Single Family Detached			
Live/Work Units			
Accessory Dwelling Unit			
Short Term Rental / "Resort Housing"			
Hotel, Resort & Inn	C		
~~Residential Care~~			
Congregate Care/Special Care Facilities			
CIVIC/INSTITUTIONAL			
Assembly	C		Uses Allowed Per PUD
Hospital & Clinic			
Library/Museum	C	P	
Law Enforcement & Fire	P	P	
School	P	P	

Post Office	P	P	
RETAIL&SERVICE			
Neighborhood Retail	P	C	Uses Allowed Per PUD
General Retail	P	C	
Craftsman Retail	P	C	
Neighborhood Service	P	C	
General Service	P	C	
OFFICE			
Office	C	C	Uses Allowed Per PUD
Home Occupation			
AMUSEMENT			
Recreation Indoor	P	P	Uses Allowed Per PUD
Recreation Outdoor	C	C	
INDUSTRIAL			
Light Industrial	P	P	Uses Allowed Per PUD
Heavy Industrial			
Utilities	P	P	

TEXT AMENDMENT 3 – THAT SECTION 5.E. DEFINED USES, OF APPENDIX A – COMMUNITY DEVELOPMENT CODE OF THE CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES, IS HEREBY AMENDED TO REMOVE THE DEFINITION OF "RESIDENTIAL CARE" AND ADDING A DEFINITION FOR "CONGREGATE CARE/SPECIAL CARE FACILITIES", AS FOLLOWS:

(IT IS NOTED THAT NO OTHER DEFINED TERMS OF ITEM E. ARE AMENDED EXCEPT AS SPECIFIED HEREIN.)

Section 5.

e. Defined Uses

~~**(9) Residential Care.** A facility offering temporary or permanent lodging to the general public consisting of an unlimited number of sleeping rooms with or without in-room kitchen facilities, often marketed to the elderly or disabled. Residential care includes such uses as independent living facilities allowing nursing or assisted care, as well as assisted living facilities, nursing homes, residential care homes, and transitional treatment facilities. Assistance with daily activities may be provided for residents. Secondary service uses may also be provided, such as restaurants and meeting rooms. Rooms shall be accessed from the interior of the building.~~

(9) Congregate Care/Special Care Facilities. A building, single family, multifamily residence or other dwelling unit at least 10,000 square feet, licensed by the Agency for Health Care Administration, and designed to serve residents in a living environment for a minimum of 20 unrelated residents, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents. Congregate care includes, but is not limited to, the provision of housing, food, personal services, behavior services, limited nursing or mental health services. The occupants of the congregate care/special care facility are not related to the owner or

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manager by blood or marriage and are ambulatory. Examples of a congregate care/special care facility include special care services, such as detoxification and mental health, and transitional living facilities, adult day care homes, nursing care homes, and assisted living facilities.

END OF EXHIBIT "A"

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CITY OF CRYSTAL RIVER

STAFF REPORT
Growth Management Department

Planning Commission:	January 2, 2025	**City Council First Reading:**	January 27, 2025	**City Council Second Reading:**	February 10, 2025
APPLICATION NO: PZT24-0002 – Text Amendment to Community Development Code					
PROPOSED LAND DEVELOPMENT CODE TEXT AMENDMENT:	Multiple text amendments to the City's Community Development Code as follows: 1. To amend Section 5, Table 5.1 *Uses by Zone* by removing the Residential Care use and adding Congregate Care/Special Care Facilities use in the Urban Center 1 Zone; 2. To amend Section 5, Table 5.2 *Uses Per Special District* by removing the Residential Care Use and Adding Congregate Care/Special Care Facilities; and 3. To amend Section 5.e. *Defined Uses* by removing the definition for Residential Care and adding a definition for Congregate Care/Special Care Facilities.				
APPLICANT:	Darryl W. Johnston, Esquire, on behalf of Beautiful Beginnings at Bayside, LLC				
PROJECT MANAGER:	Carly Hanson, AICP, Growth Management Director				

BACKGROUND INFORMATION:

This application is brought by Beautiful Beginnings at Bayside, LLC, requesting three (3) interrelated text amendments to the City of Crystal River's Community Development Code (CDC) to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1).

If approved, the City will remove the Residential Care use and add Congregate Care/Special Care Facilities as a new use permitted in the Urban Center 1 (UC-1) zone as shown in Section 5, Table 5.1 *Uses by Zone*. Additionally, this will amend Section 5, Table 5.2 *Uses Per Special District* to remove the Residential Care use and add Congregate Care/Special Care Facilities. Finally, approval of this item will amend Section 5.e *Defined Uses* to remove the definition for Residential Care and add a definition for Congregate Care/Special Care Facilities.

The applicant, Darryl W. Johnston, on behalf of Beautiful Beginnings at Bayside, LLC, is proposing the amendment for the following reasons as stated in the application:

> *"The building on the subject property [311 NE 4th Ave] was constructed and formerly used as an assisted living facility ("ALF") in 2012 and operated as such until 2022 when the land use was allegedly changed to operate the property as an extended stay hotel. The owner would like to convert back to the original use so it can, again, be operated as an ALF."*

This proposal is being made to replace the Residential Care use currently listed and defined but not allowable within any zone in the City with the Congregate Care/Special Care Facilities use. In doing so, the applicant proposes a new definition for Congregate Care/Special Care Facilities.

Although there are Residential Care Facilities within the City of Crystal River, staff is unable to locate Residential Care as an allowable use in any zoning district prior to the 2005 adoption of the Crystal River Land Development Code.

PROPOSED AMENDMENTS:

The following amendments are proposed to the text of the Community Development Code:

TEXT AMENDMENT 1:

The first text amendment of this application would amend Section 5, Table 5.1 *Uses by Zone* by removing the Residential Care use and adding Congregate Care/Special Care Facilities use permitted in the Urban Center 1 Zone.

Table 5.1 Uses by Zone The following table outlines permitted, conditional and prohibited uses per Zone. The use table below is generalized for ease of use and more specific uses may be further regulated subject to subsection (f).

	UC-1	UC-2	UN-1	UN-2	SN-1	SN-2	CIV	CON
USES								
RESIDENTIAL&HOSPITALITY								
Multifamily Residential	P	P	P	P				
Single Family Attached (Townhomes)	P	P	P	P				
Single Family Detached	P	P	P	P	P	P		
Live/Work Units	P	P	P	P	C			
Accessory Dwelling Unit	P	P	P	P	P	P		
Short Term Rental / "Resort Housing"								
Hotel, Resort & Inn	P*	P*	C*	C*				
~~Residential Care~~								
Congregate Care/Special Care Facilities	P							
CIVIC/INSTITUTIONAL								
Assembly	P	P	C	C			C	
Hospital & Clinic	P	P	C					
Library/Museum	P	P	C				P	
Law Enforcement & Fire	P	P	P	P				
School	P	P	P	C			C	
Post Office	P	P	C				P	
RETAIL&SERVICE								
Neighborhood Retail	P	P	C					
General Retail	P	P						
Craftsman Retail	P	P	C					
Neighborhood Service	P	P	C					
General Service	P	P	C					
OFFICE								

Office	P	P	P	C				
Home Occupation	P	P	P	P	P	P		
AMUSEMENT								
Recreation Indoor	P	P	C	C				
Recreation Outdoor	C	C	C					
INDUSTRIAL								
Light Industrial	C	C						
Heavy Industrial								
Utilities	P	P	P	P				

* A Bed and Breakfast Inn, as defined by this Code, shall be considered a Conditional Use in UC-1 and UC-2

REASON FOR THE CHANGE:

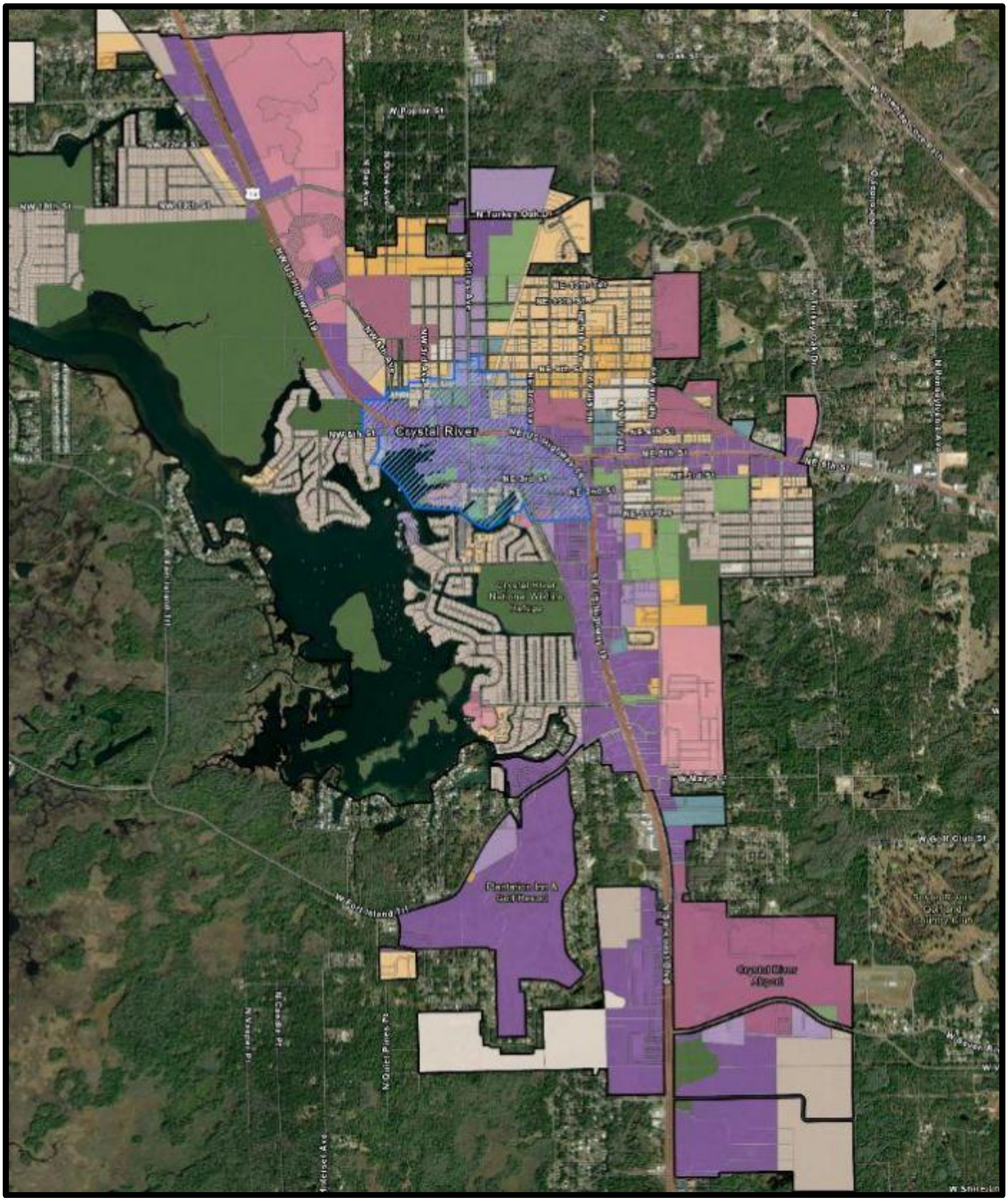
This application purposes the addition of Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1). The applicant provided the following reasoning for their application:

> *"The building on the subject property [311 NE 4th Ave] was constructed and formerly used as an assisted living facility ("ALF") in 2012 and operated as such until 2022 when the land use was allegedly changed to operate the property as an extended stay hotel. The owner would like to convert back to the original use so it can, again, be operated as an ALF."*

Because this is a text amendment to the Community Development Code, the effects are Citywide and unable to be made on a site-by-site basis. If approved, this change would allow Congregate Care/Special Care Facilities in the entire UC-1 (dark purple) zone as shown below.

Residential Care as a listed use is proposed by staff to be removed from Table 5.1 to avoid conflict with the proposed similar use. However, it should be noted that Residential Care is not currently a permitted or conditional use in any zone within the City.

City of Crystal River Zoning Map



TEXT AMENDMENT 2:

The second text amendment of this application would amend Section 5, Table 5.2. *Uses Per Special District* by removing the Residential Care use and adding Congregate Care/Special Care Facilities use.

Table 5.2 Uses Per Special District The following table outlines permitted, conditional and prohibited uses per Special District. The use table below is generalized for ease of use and more specific uses may be further regulated subject to subsection (f).

	IND	IU	PUD
USES			
RESIDENTIAL&HOSPITALITY			
Multifamily Residential			Uses Allowed Per PUD
Single Family Attached (Townhomes)			
Single Family Detached			
Live/Work Units			
Accessory Dwelling Unit			
Short Term Rental / "Resort Housing"			
Hotel, Resort & Inn	C		
~~Residential Care~~			
Congregate Care/Special Care Facilities			
CIVIC/INSTITUTIONAL			
Assembly	C		Uses Allowed Per PUD
Hospital & Clinic			
Library/Museum	C	P	
Law Enforcement & Fire	P	P	
School	P	P	
Post Office	P	P	
RETAIL&SERVICE			
Neighborhood Retail	P	C	Uses Allowed Per PUD
General Retail	P	C	
Craftsman Retail	P	C	
Neighborhood Service	P	C	
General Service	P	C	
OFFICE			
Office	C	C	Uses Allowed Per PUD
Home Occupation			
AMUSEMENT			
Recreation Indoor	P	P	

Recreation Outdoor	C	C	Uses Allowed Per PUD
INDUSTRIAL			
Light Industrial	P	P	Uses Allowed Per PUD
Heavy Industrial			
Utilities	P	P	

REASON FOR THE CHANGE:

For consistency with Table 5.1., this text amendment would add Congregate Care/Special Care Facilities use as a listed use to Table 5.2. but would not be permitted or conditional in the Industrial, Institutional/Utility, or Planned Unit Development Special Districts.

Residential Care as a listed use is proposed by staff to be removed from Table 5.1 to avoid conflict with the proposed similar use.

TEXT AMENDMENT 3:

The third, and final, proposed text amendment of this application would amend Section 5.e. Defined Uses by removing the definition for Residential Care and adding a definition for Congregate Care/Special Care Facilities.

Currently, the Uses by Zone table lists Residential Care, but the use is not permitted or conditional in any zone. The definition for Residential Care, as listed in Section 5.e., is as follows, but is recommended to be stricken so as to not conflict with the proposed Congregate Care/Special Care Facilities definition:

> ~~*"A facility offering temporary or permanent lodging to the general public consisting of an unlimited number of sleeping rooms with or without in-room kitchen facilities, often marketed to the elderly or disabled. Residential care includes such uses as independent living facilities allowing nursing or assisted care, as well as assisted living facilities, nursing homes, residential care homes, and transitional treatment facilities. Assistance with daily activities may be provided for residents. Secondary service uses may also be provided, such as restaurants and meeting rooms. Rooms shall be accessed from the interior of the building."*~~

The applicant provided the following proposed language for the Congregate Care/Special Care Facilities:

> *"A building, single family, multifamily residence or other dwelling unit at least 10,000 square feet, licensed by the Agency for Health Care Administration, and designed to serve residents in a living environment for a minimum of 20 unrelated residents, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents. Congregate care includes, but is not limited to, the provision of housing, food, personal services, behavior services, limited nursing or mental health services. The occupants of the congregate care/special care facility are not related to the owner or*

manager by blood or marriage and are ambulatory. Examples of a congregate care/special care facility include special care services, such as detoxification and mental health, and transitional living facilities, adult day care homes, nursing care homes, and assisted living facilities."

REASON FOR THE CHANGE:

This amendment replaces Residential Care with Congregate Care/Special Care Facilities providing a definition that all applications would have to meet when applying to utilize the use.

Currently, Residential Care is a listed use but is not permitted or conditional in any zone.

This amendment would allow for Congregate Care/Special Care Facilities within the UC-1 zone if all of the following details were satisfied:

- Located in a building, single-family, multifamily residence, or other dwelling unit of at least 10,000 square feet
- Licensed by the Agency for Health Care Administration
- Designed to serve residents in a living environment for a minimum of 20 unrelated residents:
    - Including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents
    - Includes, but not limited to, the provision of housing, food, personal services, behavior services, limited nursing or mental health services
- The occupants are not related to the owner or manager by blood or marriage
- The occupants are ambulatory

The definition provides the following examples of Congregate Care/Special Care Facilities includes the following: special care facilities, adult day care homes, nursing care homes, and assisted living facilities.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The proposed changes to the text of the City's Community Development Code are consistent with specific **GOALS, OBJECTIVES**, and **POLICIES** found in the City of Crystal River Comprehensive Plan provided that adequate provisions for safe and efficient evacuation and shelter are ensured particularly in the designated Coastal High Hazard Area[1].

City of Crystal River Comprehensive Plan: Future Land Use Element

Goal 2: Crystal River will be a balanced and well-planned community.

[1] CHHA is the area below the elevation of the category one storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model [Section 163.3178 (2)(H), Florida Statutes].

Objective 2.2: The hurricane evacuation time shall be coordinated with the Coastal High Hazard Area and meet the requirements as provided in Policy 4.1. of Coastal Management Element.

Policy B) Special care facilities, such as nursing homes and hospitals, shall not be located in the Coastal High Hazard Area, unless adequate provisions for safe and efficient evacuation and shelter are ensured.

City of Crystal River Comprehensive Plan: Coastal Management Plan

Goal 2: Land Use – To conserve, protect and restore coastal resources within the City by managing growth and land use so as not to damage or destroy those resources

Objective 2.4: Restrict overdevelopment within the City through required conformance with the Future Land Use Plan and implementation of flood damage prevention regulations.

Policy F) Limit the siting of new acute care medical facilities or any other facilities which house nonambulatory persons to the east side of US Highway 19.

SUMMARY OF PUBLIC COMMENT:

Four (4) letters of public comment have been received as of January 6, 2025, in support of this application.

STAFF RECOMMENDATION:

Staff is unable to recommend approval for this application. Given that the proposed text amendment is substantially similar to the existing Residential Care use and that the Residential Care use is not allowable within any zone, staff does not believe that Congregate Care/ Special Care Facilities use should be permitted within the UC-1 zone.

Although the amendments are consistent with the Comprehensive Plan, staff believes that the intention of the plan is to take precautions against the siting of vulnerable populations within the special flood hazard area in the event of evacuation. While the state of Florida requires evacuation plans for these facilities and the proposed definition states that patients will be ambulatory, the City has historically been proactive against placing these types of uses in environmentally sensitive areas to protect the life, property, and the environment.

SUPPORTING DIAGRAMS, ILLUSTRATION, AND TABLES:

Please see the PowerPoint presentation provided by Staff.

PLANNING COMMISSION ACTION:

As conveyed in Section 8.u(4)(b) of the Crystal River Community Development Code, the Planning Commission shall hear, consider, and make recommendations to the city council regarding applications to: ii. Amend the text of the Code.

- At its January 2, 2025, meeting, the Planning Commission recommended approval to add Congregate Care/Special Care Facilities use in the Urban Center 1 Zone and a definition for Congregate Care/Special Care Facilities. The Planning Commission's recommendation for approval included leaving the Residential Care use and definition in the Code as written. The motion passed 5-0.

ATTACHMENTS:

1. Staff PowerPoint Presentation
2. Draft Ordinance
3. Application
4. Public Comment

PZT24-0002

Community Development Code – Text Amendment

Darryl W. Johnston, Esquire
on behalf of
Beautiful Beginnings at Bayside, LLC

1

1

Congregate Care/Special Care Facilities

- The applicant is requesting to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) Zone with the following definition:
  - *"A building, single family, multifamily residence or other dwelling unit at least 10,000 square feet, licensed by the Agency for Health Care Administration, and designed to serve residents in a living environment for a minimum of 20 unrelated residents, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents. Congregate care includes, but is not limited to, the provision of housing, food, personal services, behavior services, limited nursing or mental health services. The occupants of the congregate care/special care facility are not related to the owner or manager by blood or marriage and are ambulatory. Examples of a congregate care/special care facility include special care services, such as detoxification and mental health, and transitional living facilities, adult day care homes, nursing care homes, and assisted living facilities."*

2

2

Current Uses – Residential Care

- The current Code list Residential Care – however, the use is currently NOT permitted or conditional within ANY Zones.
  - "A facility offering temporary or permanent lodging to the general public consisting of an unlimited number of sleeping rooms with or without in-room kitchen facilities, often marketed to the elderly or disabled. Residential care includes such uses as independent living facilities allowing nursing or assisted care, as well as assisted living facilities, nursing homes, residential care homes, and transitional treatment facilities. Assistance with daily activities may be provided for residents. Secondary service uses may also be provided, such as restaurants and meeting rooms. Rooms shall be accessed from the interior of the building."

3

3

Proposed Text Amendments

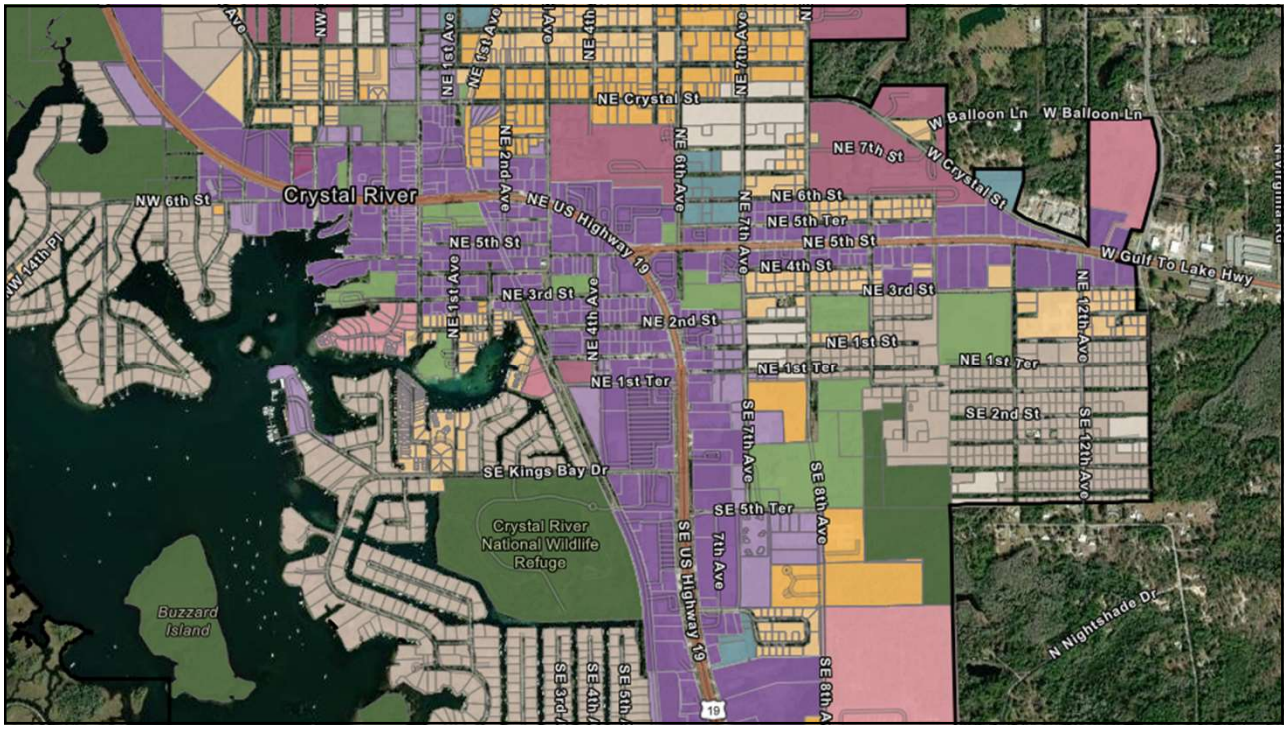
To amend Section 5, Table 5.1 *Uses by Zone* by removing the Residential Care use and adding Congregate Care/Special Care Facilities use in the Urban Center 1 Zone

Table 5.1 Uses by Zone The following table outlines permitted, conditional and prohibited uses per Zone. The use table below is generalized for ease of use and more specific uses may be further regulated subject to subsection (f).

	UC-1	UC-2	UN-1	UN-2	SN-1	SN-2	CIV	CON
USES								
RESIDENTIAL&HOSPITALITY								
Multifamily Residential	P	P	P	P				
Single Family Attached (Townhomes)	P	P	P	P				
Single Family Detached	P	P	P	P	P	P		
Live/Work Units	P	P	P	P	C			
Accessory Dwelling Unit	P	P	P	P	P	P		
Short Term Rental / "Resort Housing"								
Hotel, Resort & Inn	P*	P*	C*	C*				
~~Residential Care~~								
Congregate Care/Special Care Facilities	P							

4

4



5

Proposed Text Amendments

To amend Section 5, Table 5.2 Uses Per Special District by removing the Residential Care Use and Adding Congregate Care/Special Care Facilities; and

Table 5.2 Uses Per Special District The following table outlines permitted, conditional and prohibited uses per Special District. The use table below is generalized for ease of use and more specific uses may be further regulated subject to subsection (f).

	IND	IU	PUD
USES			
RESIDENTIAL & HOSPITALITY			
Multifamily Residential			Uses Allowed Per PUD
Single Family Attached (Townhomes)			
Single Family Detached			
Live/Work Units			
Accessory Dwelling Unit			
Short Term Rental / "Resort Housing"			
Hotel, Resort & Inn	C		
~~Residential Care~~			
Congregate Care/Special Care Facilities			

6

6

Proposed Text Amendments

- To amend Section 5.e. Defined Uses by removing the definition for Residential Care and adding a definition for Congregate Care/Special Care Facilities.
- Currently, the Uses by Zone table lists Residential Care, but the use is not permitted or conditional in any zone. The definition for Residential Care, as listed in Section 5.e., is as follows, but is recommended to be stricken so as to not conflict with the proposed Congregate Care/Special Care Facilities

7

7

Consistency with Comprehensive Plan

City of Crystal River Comprehensive Plan: Future Land Use Element

Policy B) Special care facilities, such as nursing homes and hospitals, shall not be located in the Coastal High Hazard Area, unless adequate provisions for safe and efficient evacuation and shelter are ensured

City of Crystal River Comprehensive Plan: Coastal Management Plan

Policy F) Limit the siting of new acute care medical facilities or any other facilities which house nonambulatory persons to the east side of US Highway 19.

8

8

Congregate Care Facilities

- Located in a building, single-family, multifamily residence, or other dwelling unit of at least 10,000 square feet
- Licensed by the Agency for Health Care Administration
- Designed to serve residents in a living environment for a minimum of 20 unrelated residents:
- Including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents
- Includes, but not limited to, the provision of housing, food, personal services, behavior services, limited nursing or mental health services
- The occupants are not related to the owner or manager by blood or marriage
- The occupants are ambulatory

9

9

QUESTIONS?

PZT24-0002

Community Development Code – Text Amendment

Darryl W. Johnston, Esquire
on behalf of
Beautiful Beginnings at Bayside, LLC

4

10

PERMIT NO: PZD24-0002 ORDINANCE NO. _____

City of Crystal River

Planning & Community Development
123 Northwest Highway 19
Crystal River, FL 34432
Telephone: (352) 795-4216
development@crystalriverfl.org

RECEIVED
NOV 12 2024
BY:

APPLICATION FOR LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

Fee: $500 DUE AT TIME OF APPLICATION

Name of Petitioner(s): Beautiful Beginnings at Bayside, LLC c/o Darryl W. Johnston, Esq.

Address of Petitioner(s): 311 4th Ave. NE, C

Crystal River (City) FL (State) 34429 (Zip Code)

Phone # 352 796 5124 Cell # _____

Email Address: dwj@djohnstonlaw.com

State the LDC Code Section(s) that you wish to Amend: See attached.

Reason for Proposed Amendment: See attached.

State evidence of consistency of the Proposed Amendment with the Comprehensive Plan.
See Attached.

I Darryl W. Johnston, being first duly sworn, affirm and say that I am the:
(check one) _____ owner, or ✓ the legal representative authorized to speak on behalf of the subject matter, of the property described in this application.

Signature

10/24/24
Date

Darryl W. Johnston
Print Name

State of Florida
County of ~~Citrus~~ Hernando

The foregoing instrument was acknowledged before me by (✓) physical presence or ( ) remote audio-visual means this 24th, day of October, 2024, by _____, who is personally known to me or has produced Darryl W. Johnston as identification and who did not take an oath.

Donna A Hawkins
Notary Public

Notary Public State of Florida
Donna L. Hawkins
My Commission HH 592970
Expires 9/12/2028

JOHNSTON LAW GROUP, P.A.
29 S. Brooksville Avenue
Brooksville, FL 34601

TELEPHONE: (352) 796-5124
FACSIMILE: (352) 799-3187
EMAIL: dwj@djohnstonlaw.com

DARRYL W. JOHNSTON

November 12, 2024

VIA HAND DELIVERY

Carly Hanson, MSP, MPA
Assistant Growth Management Director
City of Crystal River
123 NW Highway 19
Crystal River, FL 34428

RE: Application for Land Development Code Text Amendment
311 NE 4th Ave., Crystal River
Parcel ID 17E18S210140 0330; Altkey 3494346

Dear Ms. Hanson,

Enclosed is the above referenced application with the application fee and Letter of Authorization.

This application is being made to restore the original permitted use of an Adult Living Facility (ALF) for the subject property, which is the use it was designed and built to accommodate in 2012. I recently made a Freedom of Information Act request to the City Manager for meeting minutes, resolutions and/or zoning changes approving a change of use for subject property, but no one can locate any responsive documents. Also, it is my understanding there was a requested change of use a few years ago, but that use was never formally approved.

Consequently, it appears the original use of an ALF still applies. However, based on conversations we have had, the City does not have a land development code provision to accommodate the ALF use (either in the past or current). It is an error that occurred before the time of anyone with the City today. We are filing this application to assist in correcting that error. Since we have not been provided any information to confirm a change to the Code from 2012 or any approvals of the City Council or staff rejecting the original ALF use in 2012, we are filing the application without prejudice to assert my client's right to the ALF use in the unlikely event this application is not approved.

If you need any additional information for this application, please let me know.

Sincerely,

Darryl W. Johnston

cc: Robert L. Hilger

LETTER OF AUTHORIZATION

Jenette Collins
Growth Management Director
City of Crystal River
123 NW Highway 19
Crystal River, FL 34428

RE: Application for Land Development Code Text Amendment
311 NE 4th Ave, Crystal River, FL
Parcel ID 17E18S210140 0330; Altkey 3494346

Dear Ms. Collins:

Please allow this to serve as a Letter of Authorization for Darryl W. Johnston, Esq., of Johnston Law Group, P.A., P.A., to represent us in the above-referenced application.

Beautiful Beginnings at Bayside, LLC

By: Robert R. Hilger
Robert R. Hilger, Manager

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument of sworn to and subscribed before me this 12 day Nov. ~~September,~~ 2024, by means of ✓ physical presence or ___ online notarization by Robert L. Hilger, as manager, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

DARRYL W. JOHNSTON
Commission # HH 148619
Expires July 10, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

BEAUTIFUL BEGINNINGS AT BAYSIDE, LLC

SUPPLEMENT TO APPLICATION FOR LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT

LDC Code Section to Amend

We wish to amend section 2.03.02 of the Crystal River LDC to provide new uses within the existing High Intensity Commercial (CH) uses of section 2.01.09.

The proposed use and definitions are as follows:

1. Congregate Care/Special Care Facilities

Definition: A building, single family, multifamily residence or other dwelling unit at least 10,000 square feet, licensed by the Agency for Health Care Administration, and designed to serve residents in a living environment for a minimum of 20 unrelated residents, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents. Congregate care includes, but is not limited to, the provision of housing, food, personal services, behavior services, limited nursing or mental health services. The occupants of the congregate care/special care facility are not related to the owner or manager by blood or marriage and are ambulatory. Examples of a congregate care/special care facility include special care services, such as detoxification and mental health, and transitional living facilities, adult day care homes, nursing care homes, and assisted living facilities.

Reason for proposed Amendment

The building on the subject property was constructed and formerly used as an assisted living facility ("ALF") in 2012 and operated as such until 2022 when the land use was allegedly changed to operate the property as an extended stay hotel. The owner would like to convert back to the original use so it can, again, be operated as an ALF.

Evidence of consistency with the Comprehensive Plan

The proposed use would be consistent with the City's Comprehensive Plan, specifically, Goal 2; Objective 2.2; Policy B because even though the subject property is located within Coastal High Hazard Area, the policy states: "Special care facilities, such as nursing homes and hospitals, shall not be located in the Coastal High Hazard Area, unless adequate provisions for safe and efficient evacuation and shelter are ensured."

A plan exists for safe and efficient evacuation and shelter for residents which can be provided upon request.

To: City of Crystal River Mayor and City Council

RE: APPLICATION NO. PZT24-0002 – Brought by Beautiful Beginnings at Bayside, LLC, 311 NE 4th Ave., Crystal River, FL 34429

I pray this gets approved and able to get up and running in the very near future. I've personally seen addiction take the lives of my family and close friends. Either by death or incarceration, including my only brother who is serving 15 years for possession of drugs. When I tried finding somewhere for him to go, closest place that would accept him was Leesburg, and the place was a joke. I always think if there was just somewhere closer to home maybe he would still be out here, and be sober. I don't think anybody seeking help in this matter should be denied. January 29th I'll be 4 years sober. It's possible for anybody with the right tools available to them. I vote yes!

Christina Dalton

Citrus County, FL

To: The City of Crystal River Planning Commission, Mayor Joe Meek, and

Council Members-Cindi Frink, Robert Holmes, Chris Ensing, Gabrielle Satchell,

Re: Land Use Text Amendment-Congregate Care/Special Care - Application

NO. PZT24-0002 -- 311 NE 4th Ave., Crystal River, FL 34429

Dear Members of the Crystal River Planning Commission, Honorable Mayor Joe

Meek, and Council Members:

My name is Charles C Kohnken PMHNP-BC, MCAP and am a local resident of Crystal River of 4 years. I represent myself and NOT any affiliated agencies, companies nor organizations, though I have been on the Board of Directors of NAMI and am actively engaged in local recovery meetings, most often Club Recovery. I joined the Coast Guard Auxiliary and am now not only local Flotilla Officer but am also a Division Staff Officer x 2 as well as Crew. I am also licensed as a Captain. I even started my own practice but insurance regulations became too cumbersome. My condo was wiped out by both hurricanes, causing me to step back from my practice and my duties with NAMI. I currently see patients via Telepsych in 3 different states.

Professionally, I am a Psychiatric Nurse Practitioner that is Board Certified, Suboxone Waivered, with an Independent Practice designation by the State of Florida. I am also a Masters Level Addiction Professional. I am licensed in Florida, Arizona, Oregon and New York.

I recognize that this community has a very large void when it comes to Mental Health, specifically Substance Abuse. There are not enough facilities, providers, and resources available to successfully help decrease the devastation caused by lack of treatment for Substance Abuse and Mental Health. Lifestream will help some but their presence is not nearly enough. The need is desperate. Citrus County is ranked higher than most counties in Florida when it comes to substance use and mortality rates.

That said, I am writing this letter on behalf of Beautiful Beginnings at Bayside, LLC, who is requesting three (3) interrelated text amendments to the City of Crystal River's Community Development Code (CDC) to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) zone.

Previously operating as an Assisted Living Facility, and now a hotel, I recognized years ago that this facility would make a great Substance Abuse treatment facility. I dreamed of it.

Florence Nightingale, the mother of nursing said "Nature alone cures. … what nursing has to do … is to put the patient in the best condition for nature to act upon him. This type of facility starts this process while the natural beauty of this area contribute towards recovery and healing as well. Allowing use of this facility can utilize the Nature Coast's beauty and Healing resources to increase the healing rate. I cannot think of a better area in Florida for a facility like this.

I close with this. People in recovery are the most productive, law-abiding, resourceful citizens you can ask for. This is a proven fact. I am just one example. I am strongly suggesting this be approved and we move forward with this. This will benefit our community for years to come.

Sincerely,

Charles C Kohnken
PMHNP-BC, MCAP
Cardinal Psychiatry
727-810-1556
gatorcck@gmail.com

To the City of Crystal River Planning Commission and City Council,

My name is Katie and I am writing this from a recovery facility in Riverview Florida- over a 100 miles from home which is Citrus County. I'm sharing my testimony with all of you in support of the treatment center for drug addiction and mental health needed in Citrus County.

Addiction **- the fact or condition of being addicted to a particular substance, thing, or activity**

Mental Health- a person's condition with regard to their psychological and emotional well-being

The American Medical Association (AMA) defines addiction as "a disease of the brain that is chronic."

Above are the definitions of both addiction and mental health. I think we all have some understanding of those words. But what do they truly mean?

I have been an addict most of my adult life and I will be an addict the rest of life. Today I choose not to be in active addiction. I come from a very well rounded family and grew up pretty fortunate. I didn't choose to become an addict overnight. What began as a simple prescription from an ER physician in 2005 from a car accident I was in to that first pill I took and the warm euphoric feeling it gave me, I had no idea I just opened up a decades long portal of opioid addiction in my brain. What started as taking a pain pill here and there became a full blown addiction followed by choices I never thought I would make. Each of us have a reward system in our brains that produces dopamine. All drugs and alcohol, not just prescription pain pills, lower our dopamine levels. A tolerance begins to build and the brain is seeking that dopamine resulting in a two-fold effect on addiction and mental health. What I didn't know is that I was self medicating from undiagnosed mental health issues and that lasted for years.

Anxiety and depression were what I was experiencing but at the time I did not recognize that. All I knew was that I didn't want to feel that anxiety and depression so I kept taking the pain pills and benzodiazepines and abusing them so badly that I kept taking more and more. I did not realize that I had a disease. A disease that is so cunning, baffling, and powerful yet is treatable with the right coping tools and support system. A disease that is still very taboo in our society.

As my addiction became stronger I began making those choices that I knew were wrong. I have broken the law, I have lied, cheated and stole from my family and others. I have manipulated and told such elaborate lies that I believed at the time trying to justify my actions. I have done many terrible things during active addiction. I have left emotional and mental marks and scars on my family. I was so broken and hopeless and never thought I could get off of pills.

But then came rehab. My family was watching me slowly kill myself and gave me an ultimatum: it's either rehab or I would be cut off from their lives completely. At first I was resentful. The same feeling my family had been feeling for years due to my behavior while in active addiction. I was scared to go to rehab. The same feeling my family felt wondering when they would get that call I had overdosed. I knew I needed help even though I didn't know what that looked like and finally agreed I needed help and told my family I was ready.

My family to include my Mother, sister, and brother in law were relieved I was ready to make that very hard first step. My sister drove from four hours away and an additional two hours south to assist me in getting to the rehab facility.

As we entered the facility I was welcomed by warm and empathetic staff members. I was scared and shut down yet ready for this journey. In the first 24 hours I was met with medical staff to include Physicians, Psychologist's, Mental Health Therapists and a Social Worker/Case Manager. I was also met with people just like me- people with stories of struggle and triumph. Since I've been in rehab every week I meet with my team of medical professionals and I have been allotted time to knock on their door and speak with them anytime. Outside of rehab I never would've been able to be awarded with help so quickly.

I learned from my Physician at rehab that not only was I experiencing anxiety and depression, but also trauma and undiagnosed PTSD from that trauma. Some of that trauma I brought on myself, some I did not. My therapist told me "We are going to fight hard for you while you're here in treatment, but I need YOU to fight even harder for you." I learned from my Psychologist that there is hope in residential treatment and beyond. That I am loved. That I am worthy. That I matter and I am someone's daughter, sister, sister in law and friend.

Each day in rehab we have structure. Something I wasn't accustomed to while in active addiction- I was accustomed to chaos and catastrophe because that is what felt "normal" to me. I have learned coping skills and how to handle my emotions, thoughts, mental health without the use of drugs. Treatment has also taught me how to get out of my own way and really connect with people. Because of rehabilitative treatment and my will to stay clean one day at a time I now have a sense of freedom I haven't felt in years. Freedom by surrendering, working my program and clearing the path for my relationship with my higher power, my Lord and Savior Jesus Christ.

And it is because of the grace of God that I am still alive today and able to make the choice to stay clean, again- one day at a time. God isn't done with me and I truly believe He has a greater purpose for me now. I have a support system, I am working on mending relationships with my family and I am learning how important mental health and addiction awareness are so vital in recovery.

Addiction is a chronic disorder, not a personal failure and there is a human face behind every example.

The entanglement of substance abuse disorder and mental illness requires urgent action. Efforts to help reverse the addiction and reduce the overdose crisis need to be multifaceted; taking mental health into account. There are powerful and proven treatment tools provided by rehabilitation centers that can staunch addiction and overdose deaths. I know that recovering from drug addiction is notoriously difficult and will be a lifelong battle for me as if I were to have diabetes or asthma. Too often co-occurring mental health conditions are over looked. Yet we could put in place a rehabilitation center in Citrus County that offers mental health services and addiction treatment with medical professionals and other supportive staff members. This would save tens of thousands of lives and saving family members from burying their loved ones from a disease that is lifelong yet treatable.

For me, it was easier to get drugs than it was to get adequate mental health care even with health insurance. The hard to access mental health care meant that not only myself but so many others would continue with these again, co-occurring disorders or dual diagnosis being left untreated.

Today I am a miracle. Today I have hope. If it wasn't for in house/overnight rehabilitation and treatment for my addiction and mental health my Mother would be burying her child. Today I am able to rewrite my story. How many others can say they have been able to do that? I am so grateful to be where I am today and more so that I am going to have a better future.

There are two things we are guaranteed in this world- when we are born and when we die. On my headstone there will be the day I was born and the day I passed. But there's also a dash in between. Rehab and my professionals and peers have taught me what do I want to do with that dash in between. What legacy do I want to leave behind. What story do I want that "dash" to tell. I want that dash to tell that I persevered. That I went to treatment and was awarded the help I needed. That I then came out a better person than I was before. A new person with a strong testimony, walking closely to my God of understanding. I want my dash to be about hope and forgiveness, about service to others.

I am very thankful I'm alive to share my story. I hope Citrus County is awarded the gift to open an overnight, minimum 30 day stay treatment facility that saves lives.

Because without rehab I wouldn't be sharing my story today.

Thank you,

Katie Petty

Lifelong Citrus County Resident of Crystal River/Homosassa

BOARD OF DIRECTORS

Cara Meeks, **Chair**
Community Engagement
Humana
Healthcare

Sergeant Mike Barry
OIC-West—School Resource Deputy
Citrus County Sheriff's Office

Captain John Novy
Criminal Investigations
Citrus County Sheriff's Office

Aileen David, Youth Chair
Prevention Specialist Citrus Hi-Five Eckerd Connects

ADC Staff:

Renea Teaster
Executive Director
rteaster@antidrugcitrus.com
(352) 601- 6620

Natalee King
Prevention Coordinator
Prevention4citrus@gmail.com
(352) 601-8559

December 31, 2024

To: The City of Crystal River Planning Commission, Mayor Joe Meek, and Council Members-Cindi Frink, Robert Holmes, Chris Ensing, Gabrielle Satchell,

Re: Land Use Text Amendment-Congregate Care/Special Care - Application NO. PZT24-0002 -- 311 NE 4th Ave., Crystal River, FL 34429

Dear Members of the Crystal River Planning Commission, Honorable Mayor Joe Meek, and Council Members:

I represent the Anti-Drug Coalition of Citrus County where I have been the Executive Director for eight years now. As a non-profit that specializes in prevention, part of my job is to support and advocate for recovery. I support the access to services for those in need of treatment and counseling concerning substance misuse. This term "Substance Misuse" is often used negatively, and the language attached to this is often very labeling by using the term "addict," depicting someone who is considered a degenerate or a drain on society.

This misconception often clouds one's judgement from seeing other issues such as the next-door neighbor who is now 65, ailing from a recent fall, who starts taking pain medication and can't stop. What about the successful single mom who works long hours to support her family and started drinking each night to relieve the stress? These are real scenarios that happen each and every day, and it doesn't make them bad people. If they were having heart issues, cancer, or had become diabetic, then they would receive treatment and care. But because it is substance misuse, or mental health related, it is simply overlooked and not considered a health issue at all.

Citrus County has a shortage of providers to perform these services for residents, which can help them overcome substance misuse, and enter recovery. We have data available through several sources both at the county and state level which identifies this area as a higher ranking county for use, and higher mortality rates, which means our residents are dying because we can't get them the help they desperately need.

I am writing this letter on behalf of Beautiful Beginnings at Bayside, LLC, who is requesting three (3) interrelated text amendments to the City of Crystal River's Community Development Code (CDC) to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) zone.

BOARD OF DIRECTORS

Cara Meeks, **Chair**
Community Engagement
Humana
Healthcare

Sergeant Mike Barry
OIC-West—School Resource Deputy
Citrus County Sheriff's Office

Captain John Novy
Criminal Investigations
Citrus County Sheriff's Office

Aileen David, Youth Chair
Prevention Specialist Citrus
Hi-Five Eckerd
Connects

ADC Staff:

Renea Teaster
Executive Director
rteaster@antidrugcitrus.com
(352) 601- 6620

Natalee King
Prevention Coordinator
Prevention4citrus@gmail.com
(352) 601-8559

Previously operating as an Assisted Living Facility, and now a hotel, this building was built in 2012 and operated as a 28-bed Assisted Living Facility/Memory Care operation until 2022. Even though it is currently conducting business as a hotel, it still has all the features needed to operate an assisted-living facility, or a much-needed Recovery Center for Substance Misuse.

I'm aware there are many concerns here for the City of Crystal River Planning Commission that include flooding, and evacuation plans. As I have toured this building personally, I can see that it is well above(10.6 feet) what other businesses are in the same area, and that feature alone has successfully prevented it from ever being flooded. I would also like to say that there is a strong benefit to the City allowing this property to once again function under the Congregate/Special Care code, because it meets a need in our community to serve those who need assistance. Even more beneficial would be a Recovery Center, because it would be a place to find sobriety, promote healing, and restore hope. With the possibility of a Recovery Center instead of an Assisted Living, residents would be completely ambulatory, making an expedited evacuation process virtually seamless.

This facility is a turn-key business ready to go. In the past year, there has been already one potential buyer with multiple locations in the state providing Mental Health/Substance Misuse services to other Florida residents. Unfortunately, it was not allowed due to the code restrictions, and the sale could not move forward. Operating as a Recovery Center, this facility could not only provide a needed service to residents in Crystal River and the surrounding areas, but it would potentially create 30-40 high-paying skilled jobs, with an average salary of $58k a year.

Not only is a local "ready to go" Recovery Center needed for the person who is actively in Substance Misuse, but also for the family members and friends as well. Anyone in Citrus County that has a family member who needs in-patient treatment has to go out of county to have them admitted. This is a hardship on many families because they must travel out of county, approximately an hour away to even visit them at another facility. Having a local Recovery Center within the near future without having to build, would be a blessing to this community.

I respectfully request members of the respective councils and commissions to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) zone. I appreciate your consideration of this matter, and urge you to allow something that can be useful to residents here.

Sincerely,

Renea Teaster

Renea Teaster, Executive Director

The Dandelion Project
A 501(c)3 not for profit organization



"Dandelions are signs of life again,
and like the dandelion spreads its seeds,
we spread our love from one to another."

City of Crystal River Planning Commission
City of Crystal River Mayor and City Council
123 NW HWY 19
Crystal River, FL 34428

January 2, 2025

RE: APPLICATION NO. PZT24-0002 – PROPERTY AT 311 NE 4TH AVE., CRYSTAL RIVER FL 34429

Mr. Mayor, Ladies and Gentlemen of the Planning Commission and the City Council,

I am writing to you today in reference to the above application. I had the opportunity to tour this 11,880 square foot building earlier this week. The building, formally a 28-bed Assisted Living Facility and Memory Care Center, has been a staple in the community, as has its current owner since 2012. I was impressed that the now hotel is still so well kept and that it is able to be sold and reopened as an Inpatient Recovery Center for Substance Abuse, Detox and Mental Health services because it has retained the structure necessary to reopen as such.

It is my understanding that due to the FEMA 50% rule the building will need to be used as a healthcare facility because its original design restricts the alternative uses for it and since the city never officially changed the building's classification, the property can be sold so that the City of Crystal River can open this much needed Inpatient Recovery Facility, rather than allowing this beautiful property to fall into disrepair. What a shame it would be for the city to deny such a sale that only stands to benefit the community! The services this facility could provide are invaluable and I say that to you not as just a mental healthcare provider myself, but as the mother of a child who lost her life to substance use disorder. A life that could have been saved if she had the necessary resources and care needed for her survival.

Additional benefits to allowing this application include the creation of high paying skilled jobs. Again, my understanding is that it will open 30-40 positions which would have an average annual salary of $58,000. This is another positive outcome to the proposal being approved. Furthermore, the issue of the evacuation plan as a safety concern is not valid since the State of Florida's healthcare regulatory agency AHCA, mandates an evacuation plan.

Should you have any questions or need additional information please do not hesitate to contact me at 973-271-8986 or via email at lisa@dandelionproject.net.

Sincerely,

Lisa M. Bolton, BA, GC-C, GCCA-C, CTRS-EC, BCMHC
The Dandelion Project

Coping with DEMENTIA LLC

January 12, 2025

Crystal River City Council
915 N. Suncoast Blvd.
Crystal River, FL 34429

Re: Land Use Text Amendment Application No. PZT24-0002.

I am the owner of Coping with Dementia, which is a company that is involved in the community to educate on Alzheimer's and forms of dementia, provide resources, and to support services that will be a benefit for quality of life to those families and their loved ones living with forms of dementia.

In this situation with the building in concern, now named "Beautiful Beginnings", which is now being operated as hotel, it was previously a secured memory care assisted living with 28 beds, is up for sale and has a buyer holding on the city's decision to allow it to become a mental health recovery center.

There are too many reasons to say "yes" to this transition than "no".

Services and support like this are needed in the community, the building is turn-key and operational in a much shorter time than new construction, brings much needed jobs to the community, the families can be closer to their loved ones in need of support.

Although this building may not be servicing people living with dementia directly, we have seen dementia being placed in a mental health situation where services to both do overlap.

There has been an ongoing concern for this county not having enough services and resources that deal with mental health issues.

Although this building will not fulfil all of our needs, it is a start to move in the right direction to doing something positive in addressing the problem of mental health in our community. This building will service and meet the needs of a vast populations of our residents.

I respectfully request the members of Crystal River City Council and other concerned committees to please allow the changes to be made in the land use permits, allow the sale to move forward to allow this building to be sold and be operated as a new Mental Health Recovery Center, which will serve as a benefit to our residents struggling with mental health issues.

I thank you for your consideration in this matter. I am here for any questions or concerns that you may have.

Please feel free to visit our website at https://coping.today/ to find out more about Coping with Dementia. Please do not fail to contact us if we can be of service.

Sincerely,

Deborah J. Selsavage

Deborah Selsavage, CDP

President / Owner Coping with Dementia LLC

NAMI Citrus
National Alliance on Mental Illness

January 13, 2025

To: City of Crystal River Planning Commission and City of Crystal River Mayor and City Council

The National Alliance on Mental Illness (NAMI) Citrus, Inc. is in support of APPLICATION NO. PZT24-0002 – Brought by Beautiful Beginnings at Bayside, LLC, requesting three (3) interrelated text amendments to the City of Crystal River's Community Development Code (CDC) to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) zone.

The facility, built in 2012, has all the features to adequately support the much-needed Inpatient Recovery Center for Substance Abuse, Detox and Mental Health. Citrus County, including Crystal River, is lacking in mental health and substance use care facilities. This existing building is already designed to be a healthcare-oriented special care facility.

Your decision to move forward will enable Citrus County to have an Inpatient Care unit up and running in just a few short months. The calls NAMI Citrus receives are often looking for long term inpatient care and a facility that can provide:

- Overnight Residential Detoxification Facility
- Overnight Residential Substance Abuse Recovery Facility
- Overnight Residential Mental Health Treatment Facility
- Skilled Substance Abuse and Mental Health Providers and Counselors the proposed operation would attract **Proposed operation would create approx. 40 positions with an average salary of $58k per year*
- Hands on job training for individuals wanting to enter the Substance Abuse Recovery and Mental Health Treatment fields
- Partnerships with existing local organizations to provide transitional services and continuity of care as clients return to an outpatient setting

NAMI Citrus, Inc. supports this endeavor and asks you to move forward with this action.

Sincerely,

The Board of Directors of NAMI Citrus, Inc.

Rachel Montgomery, President
Frank DiPiazza, Treasurer
Leah Wells
Gordon Roessler, Vice President
Peri Miarecki-LePoer, Secretary
Megan Crossman

P O Box 580 Lecanto, FL 34460-0580 Local Warm Line: 844-687-6264
Facebook & Instagram- @namicitrus-- Email: support@namicitrus.org – Web: www.namicitrus.org
EDUCATION, ADVOCACY & SUPPORT for Mental Health Issues
FIND HELP. FIND HOPE. FIND NAMI.

SEVEN RIVERS
CHURCH

December 27, 2024

To Whom It May Concern,

I was asked to write a letter regarding the need for a facility in Citrus County that will help those struggling with substance abuse and behavioral health. Our mission statement here at Seven Rivers Church is to bring the healing love of Jesus to broken people and broken places. In the midst of having so many beautiful people and places here in our county, we have so many who are struggling so much. We believe that God's grace should not only change those within the church, but his grace will also change us into the type of people that will bring healing and beauty to those that live around us.

I'm sure I know only a small fraction of all our county elected officers and commissioners do in order to bring health and beauty to our county. I'm so thankful for that. I also don't pretend to know the factors involved with having a facility that can address the complex issues of substance abuse and behavioral health. Yet I'd like to express my support that we as a county continue to work to find ways to love our hurting neighbor that live among us that struggle in these ways. Although I don't know the specifics of how and where, I think having such a facility would be a great way to do that.

Thanks for your service to our great county,

Michael Hart

Michael Hart

Assistant Pastor
Seven Rivers Church

4221 W. Gulf to Lake Hwy.
Lecanto, FL 34461

352.746.6200
SevenRivers.org

Date: January 7, 2025

City of Crystal River Mayor and City Council
City of Crystal River
123 NW 1st Avenue
Crystal River, FL 34428

Dear Mayor and City Council Members,

I am writing to express my support for **APPLICATION NO. PZT24-0002** brought by **Beautiful Beginnings at Bayside, LLC**, requesting three (3) interrelated text amendments to the City of Crystal River's Community Development Code (CDC) to add Congregate Care/Special Care Facilities as an allowable use within the Urban Center 1 (UC-1) zone. This amendment pertains to the property located at **311 NE 4th Ave., Crystal River, FL 34429**.

The building at this location, constructed in 2012, was originally designed as a healthcare-oriented facility and operated as a 28-bed Assisted Living Facility (ALF)/Memory Care operation until 2022. Although it transitioned to a hotel in 2022, the facility retains all the features necessary for operation as an ALF/Memory Care operation. These features would also support an **Inpatient Recovery Center** for substance abuse, detox, and mental health services — all of which are in critical demand within our community.

The building's design and structure, including features such as a 10.6-foot elevation above grade, ensure that it is safe and well-equipped to continue serving as a healthcare facility. It has never flooded, and, as required by the Florida Agency for Health Care Administration (AHCA), would have an evacuation plan in place, as it did when operating as an ALF. The amendment would thus allow the property to continue to serve an essential function, and provide much-needed services to the community.

The restrictions imposed by the "FEMA 50% Rule" limit the alternative uses of the building. However, its highest and best use is the same as originally intended: a healthcare-oriented **Congregate Care/Special Care Facility**. Furthermore, the proposed use would generate 30-40 high-paying, skilled jobs, with an average salary of $58,000 per year, further contributing to the well-being of our community.

It is important to note that while the building has operated as a hotel since 2022, the **City Business Tax License** still classifies the property as an ALF. The amendment would not alter the land use code but rather corrects an oversight, ensuring that this property continues to serve the community's needs, particularly with regard to healthcare and social services.

A denial of this amendment could result in the building falling into disrepair and potentially becoming a blight on our city, as seen with the former Crystal Square Shopping Plaza at 579 SE US Hwy 19. In contrast, adopting this amendment would not only preserve the integrity of the facility but also provide significant community benefits for years to come.

I respectfully urge the City Council to support the adoption of this amendment and ensure that this facility remains a valuable asset for Crystal River.

Thank you for your time and consideration.

Sincerely,



Wayne Buhler
Broker/Owner Century 21 J.W. Morton Real Estate, Inc.

CENTURY 21
J W Morton Real Estate, Inc.

1645 West Main Street Inverness, Florida 34450
Toll Free: 866.732.6139 Ph: 352.726.6668 Fax: 352.726.0547

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 9.A.**

Requested Motion: Riverwalk Update

Summary:
City Attorney Batsel wishes to provide a status update regarding Riverwalk.

Staff Recommendation:

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 10.A.**

Requested Motion:

Motion to award a five-year term continuing services contract for professional services to the firms recommended by the Bid No. 25-RFQ-01 Selection Committee.

Summary:

Request of Qualifications (RFQ), 25-RFQ-01. was advertised on October 17th 2024 for "Continuing Contract for Professional Services". The solicitation was prepared and processed in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the policies and procedures of the City of Crystal River for continuing contracts. Statements of Qualifications were requested from firms for the following professional service categories: Architectural; Civil Engineering; Surveying and Mapping; Planning and Urban Design; Transportation Planning; Landscape Architecture; and Environmental Consulting. Continuing services contracts allow selected firms to be utilized on an as-needed basis and affords Staff flexibility through the ability to negotiate with the firm deemed best suited for a specific task within a given service category; they do not obligate the City to mandatorily engage each and every firm for services nor is rotation a requirement.

A total of forty-one (41) firms, with some submitting under more than one service category, responded to the solicitation and a selection committee consisting of four (5) City staff members performed independent evaluations. Respondents were evaluated and scored based on firm qualifications, past performance/references, local knowledge and office proximity, personnel technical strength and workload, completeness of response, and whether certified minority enterprise.

On January 15th 2025 an advertised public meeting was held in Council Chambers wherein the Selection Committee presented the individual score sheets to the City Clerk. Staff then compiled the results and developed a scoring tally sheet and final ranking by service category (copies of the individual score sheets and a representative contract document are available upon request). Through discussions held during the public meeting, the Selection Committee reached a consensus on a recommendation to City Council. Addressing each service category separately (with firm ranking in order of high to low) The selection committee is recommending the top 25 percent of each category as described below:

Architectural: Of the fifteen (15) respondents, the Committee recommends the top 4: Kimerly-Horn (Ocala); Donnelly Architecture, Inc. (Gainesville); Forefront Architecture and Engineering (Clermont); Goodwyn Mills Cawood (GMC) (Lutz).

Civil Engineering: Of the twenty-one (21) respondents, the Committee recommends the top 5: Kimerly-Horn (Ocala); Burrell Engineering (Dunnellon); Calvin, Giordano & Associates, Inc. (Tampa); Ayres Associates (Tampa); Dinks Dinkings Engineering, P.A. (Ocala).

Surveying and Mapping: Of the sixteen (16) respondents, the Committee recommends the top 4: Kimerly-Horn (Ocala); Land & Sea Surveying Concepts, Inc. (Crystal River); JCH Consulting Group

Inc. (Ocala); George F. Young, Inc. (Tampa).

Planning and Urban Design: Of the fifteen (15) respondents, the Committee recommends the top 4: Kimerly-Horn (Ocala); Calvin, Giordano & Associates, Inc. (Tampa); JBPro (Gainesville); Infrastructure Consulting & Engineering LLC (Tampa).

Transportation Planning: Of the eleven (11) respondents, the Committee recommends the top 3: Kimerly-Horn (Ocala); Calvin, Giordano & Associates, Inc. (Tampa); Infrastructure Consulting & Engineering LLC (Tampa).

Landscape Architecture: Of the thirteen (13) respondents, the Committee recommends the top 4: Kimerly-Horn (Ocala); Calvin, Giordano & Associates, Inc. (Tampa); JBPro (Gainesville); Goodwyn Mills Cawood (GMC) (Lutz).

Environmental Consulting: Of the seventeen (17) respondents, the Committee recommends the top 4: Kimerly-Horn (Ocala); Michael G. Czerwinksi, P.A. Environmental Consultants (MGC) (Lecanto); Sea & Shoreline (Crystal River); Tierra , Inc. (Tampa)

There are no fiscal impacts associated with this request. Upon approval of the recommended motion, the Mayor will execute a standard-language continuing service contract form (which has been reviewed and approved the City Attorney and is available upon request) for each firm selected. The effect will be to create a list of approved professional service providers for Staff to draw upon. As future needs arise for professional services, Staff will develop a scope of services specific to the project at hand and then negotiate fees with any one of the approved firms within the applicable service category and a Task Order specific to that project will be executed. Task Orders which exceed the City Manager's purchasing authority of $20,000.00 per Code of Ordinances Section 2-5, will be brought to Council for approval.

Staff Recommendation:

Staff recommends awarding a five-year term continuing services contract for professional services to the firms recommended by the 25-RFQ-01 Selection Committee.

ATTACHMENTS:
Description
25-RFQ-01 Reconciled Selection Committee Scoring Tally Sheet

25-RFQ-01 Selection Committee Scoring Tally Sheet

	Evaluator: Houston	Evaluator: Hanson	Elavuator: Utter	Elavuator: Kunselman	Elavuator: Slattery	Final Ranking	Final Ranking
ARCHITECTURE							
Infrastructure Consulting & Engineering LLC (Tampa)	79	66	81	85	67	378	14
Kimley-Horn (Ocala)	93	74	90	96	80	433	1
North Florida Professional Services, Inc. (Lake City)	69	48	80	83	54	334	15
Forefront Architecture and Engineering (Clermont)	88	76	89	87	72	412	3
Ayres Associates (Tampa)	76	66	89	80	69	380	12
DLZ Florida, LLC (Jacksonville)	78	72	83	83	72	388	10
Walker Architects, Inc. (Gainesville)	80	72	91	84	72	399	5
Causseaux, Hewett, & Walpole, LLC aka CHW (Alachua)	83	63	81	82	69	378	14
FleischmanGarciaMaslowski Archetecture (Lutz)	72	77	86	80	75	390	9
Dewberry Engineers Inc. (Lakeland)	77	68	89	80	69	383	11
Brame Heck Architecture Inc. (Gainesville)	82	70	90	86	70	398	6
OLC (Ohlson Lavoie Corporation) (Orlando)	80	73	88	83	70	394	8
Long & Associates Architecture I Engineers, Inc. (Tampa)	81	73	89	82	71	396	7
Goodwyn Mills Cawood (GMC) (Lutz)	77	77	90	83	74	401	4
Donnelly Architecture, Inc. (Gainesville)	80	79	94	84	81	418	2
CIVIL ENGINEERING							
Infrastructure Consulting & Engineering LLC (Tampa)	87	69	90	85	74	405	11
Kimley-Horn (Ocala)	98	83	93	98	89	461	1
Mittauer & Associates, Inc (Orange Park)	84	72	90	87	74	407	9
Bayer United Engineering Consultants, LLC (Tampa)	85	74	84	84	72	399	16

North Florida Professional Services, Inc. (Lake City)	85	57	84	82	61	369	21
Ayres Associates (Tampa)	90	69	93	85	74	411	4
Causseaux, Hewett, & Walpole, LLC aka CHW (Alachua)	81	61	90	84	71	387	18
Dinks Dinkings Engineering, P.A. (Ocala)	82	76	86	85	79	408	5
Eda Consultants, Inc. (Gainesville)	81	74	91	84	77	407	9
Dover, Kohl & Partners (Coral Gables)	87	55	87	83	64	376	20
Dewberry Engineers Inc. (Lakeland)	82	74	90	81	78	405	11
Graef-USA Inc. (Sarasota)	79	67	87	81	64	378	19
JBPro (Gainesville)	79	79	87	88	74	407	9
LJA Engineering, Inc. (Gainesville)	81	72	89	89	70	401	14
Applied Sciences Consulting, Inc. (Tampa)	83	75	88	81	76	403	12
Calvin, Giordano & Associates, Inc. (Tampa)	83	83	90	83	79	418	3
George F. Young, Inc. (Tampa)	86	72	87	83	71	399	16
Halff (Tampa)	83	74	86	80	78	401	14
Florida Technical Consultants, LLC (Boynton Beach)	84	75	82	83	71	395	17
Goodwyn Mills Cawood (GMC) (Lutz)	84	77	89	81	76	407	9
Burrell Engineering (Dunnellon)	82	82	93	94	79	430	2

SURVEYING & MAPPING

Causseaux, Hewett, & Walpole, LLC aka CHW (Alachua)	81	61	88	85	69	384	13
Eda Consultants, Inc. (Gainesville)	81	74	91	86	73	405	7
Dover, Kohl & Partners (Coral Gables)	87	55	85	87	66	380	15
Dewberry Engineers Inc. (Lakeland)	82	74	88	84	76	404	8
JBPro (Gainesville)	79	79	87	89	76	410	5
LJA Engineering, Inc. (Gainesville)	81	72	87	88	74	402	10
JCH Consulting Group Inc. (Ocala)	82	79	81	90	79	411	3
Land & Sea Surveying Concepts, Inc. (Crystal River)	80	80	91	92	82	425	2
George F. Young, Inc. (Tampa)	86	74	91	87	74	412	4
Team Fischel (Tampa)	79	70	80	83	69	381	14

Halff (Tampa)	85	74	83	84	72	398	11
Ayres Associates (Tampa)	83	66	91	85	70	395	12
Infrastructure Consulting & Engineering LLC (Tampa)	98	64	83	85	72	402	10
Southeastern Surveying and Mappring Corporation (Tampa)	85	73	89	86	74	407	6
Kimley-Horn (Ocala)	97	76	91	95	80	439	1
North Florida Professional Services, Inc. (Lake City)	86	57	86	88	61	378	16
PLANNING & URBAN DESIGN							
Infrastructure Consulting & Engineering LLC (Tampa)	97	64	85	89	72	407	4
Kimley-Horn (Ocala)	98	81	91	96	84	450	1
Bayer United Engineering Consultants, LLC (Tampa)	86	44	84	87	70	371	14
North Florida Professional Services, Inc. (Lake City)	84	48	86	85	64	367	15
Ayres Associates (Tampa)	83	66	91	84	70	394	10
Eda Consultants, Inc. (Gainesville)	80	72	92	87	74	405	6
Catalyst Design Group (Winter Park)	83	76	84	86	76	405	6
Causseaux, Hewett, & Walpole, LLC aka CHW (Alachua)	85	61	86	84	69	385	13
Dover, Kohl & Partners (Coral Gables)	87	68	85	84	69	393	11
Marquis Latimer + Halback, Inc. (St. Augustine)	81	73	83	83	69	389	12
JBPro (Gainesville)	80	82	87	88	83	420	3
LJA Engineering, Inc. (Gainesville)	81	69	87	87	73	397	7
Calvin, Giordano & Associates, Inc. (Tampa)	83	83	91	84	86	427	2
Halff (Tampa)	80	74	85	83	74	396	9
Florida Technical Consultants, LLC (Boynton Beach)	82	75	80	85	74	396	9
TRANSPORTATION PLANNING							
Infrastructure Consulting & Engineering LLC (Tampa)	98	69	91	86	75	419	3
Kimley-Horn (Ocala)	99	83	93	94	87	456	1

Bayer United Engineering Consultants, LLC (Tampa)	82	74	90	87	74	407	4
North Florida Professional Services, Inc. (Lake City)	91	53	89	84	63	380	11
Ayres Associates (Tampa)	82	69	91	84	79	405	5
Causseaux, Hewett, & Walpole, LLC aka CHW (Alachua)	83	61	87	87	69	387	9
Dover, Kohl & Partners (Coral Gables)	83	62	85	88	66	384	10
Dewberry Engineers Inc. (Lakeland)	87	68	87	87	72	401	7
Calvin, Giordano & Associates, Inc. (Tampa)	83	83	91	87	79	423	2
George F. Young, Inc. (Tampa)	80	74	88	85	74	401	7
Halff (Tampa)	80	74	83	84	74	395	8
LANDSCAPE ARCHITECTURE							
Infrastructure Consulting & Engineering LLC (Tampa)	93	64	80	86	72	395	10
Kimley-Horn (Ocala)	99	83	91	94	85	452	1
North Florida Professional Services, Inc. (Lake City)	88	48	83	84	63	366	13
Ayres Associates (Tampa)	82	64	84	87	72	389	12
Catalyst Design Group (Winter Park)	82	76	91	84	69	402	7
Causseaux, Hewett, & Walpole, LLC aka CHW (Alachua)	83	61	86	88	74	392	11
Miller Legg (Tampa)	79	75	90	84	74	402	7
Marquis Latimer + Halback, Inc (St. Augustine)	81	76	90	85	71	403	5
Dewberry Engineers Inc. (Lakeland)	87	68	87	85	73	400	9
JBPro (Gainesville)	80	79	87	85	77	408	4
Calvin, Giordano & Associates, Inc. (Tampa)	83	83	89	84	86	425	2
Halff (Tampa)	80	74	87	86	74	401	8
Goodwyn Mills Cawood (GMC) (Lutz)	83	72	86	88	79	408	4
ENVIRONMENTAL CONSULTING							
Infrastructure Consulting & Engineering LLC (Tampa)	24	64	84	91	72	335	17
Kimley-Horn (Ocala)	98	83	90	84	87	442	1
Mittauer & Associates, Inc (Orange Park)	83	72	89	85	74	403	10

Bayer United Engineering Consultants, LLC (Tampa)	82	74	81	85	70	392	**15**
North Florida Professional Services, Inc. (Lake City)	87	48	83	91	63	372	**16**
Ayres Associates (Tampa)	90	64	90	85	74	403	**10**
Causseaux, Hewett, & Walpole, LLC aka CHW (Alachua)	83	61	87	84	74	389	**14**
Miller Legg (Tampa)	80	75	89	87	76	407	**6**
Dewberry Engineers Inc. (Lakeland)	87	74	87	84	76	408	**5**
Tierra, Inc (Tampa)	81	79	91	90	80	421	**4**
JBPro (Gainesville)	85	69	86	85	74	399	**11**
Sea & Shoreline (Crystal River)	81	84	92	92	85	434	**3**
Terracon Consultants, Inc (Tampa)	83	73	89	84	76	405	**7**
Michael G. Czerwinksi, P.A. Environnemental Consultants (MGC) (Lecanto)	80	85	94	88	91	438	**2**
George F. Young, Inc. (Tampa)	81	74	83	84	74	396	**12**
ECS Florida (Tampa)	79	74	89	86	76	404	**8**
Halff (Tampa)	80	74	84	83	74	395	**13**

1/15/25

MIA FINKLEA CITY CLERK

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: January 27, 2025 **Agenda Item Number: 10.B.**

Requested Motion: City Manager update on temporary City Hall locations

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Summary:

Staff Recommendation:

ATTACHMENTS:
Description
Temporary City Hall Options January 2025

Temporary City Hall Options

January 27, 2025

Option A Modulars at LeGrone
Projected Expenses
2 (24X56) Portables (2688 sq. ft. total)

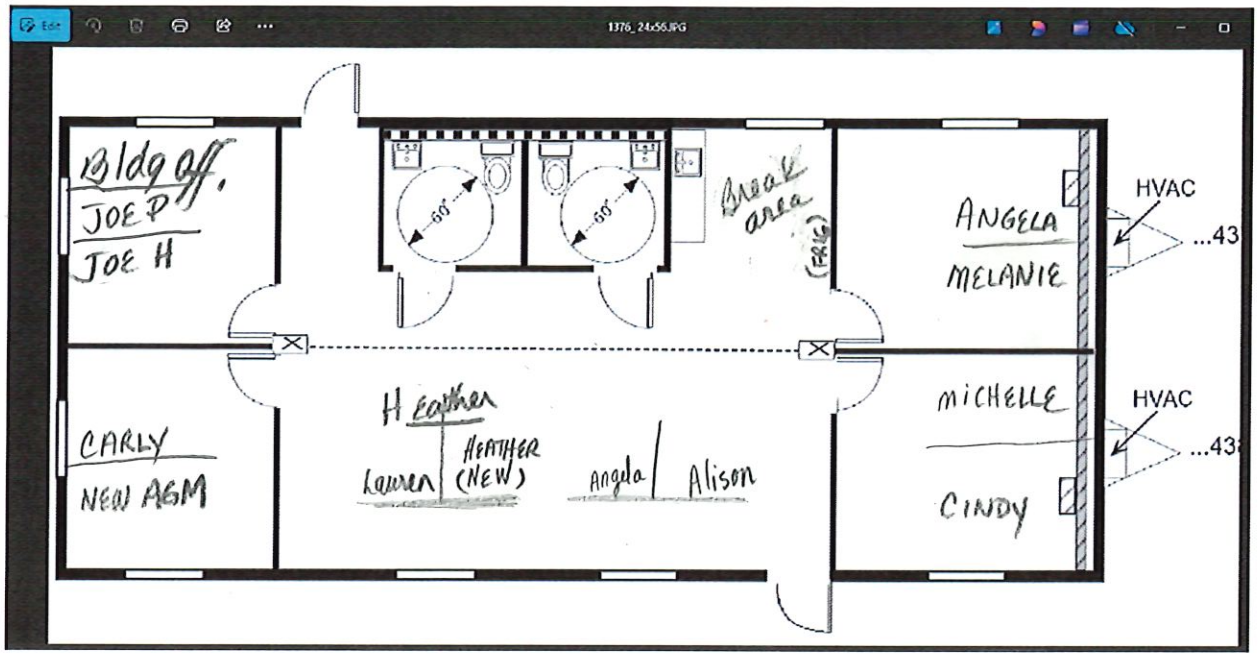
Expense	Amount	Frequency	Yearly
Monthly Lease	$4,594.20	Per month	$55,130.40
Setup/Breakdown	$41,170.40	One Time	$ 23,814.20
3 Year Total			$206,561.60

Additional Expenses to consider: Gravel parking lot, IT costs

OPTION A - MODULARS @ LEGRONE

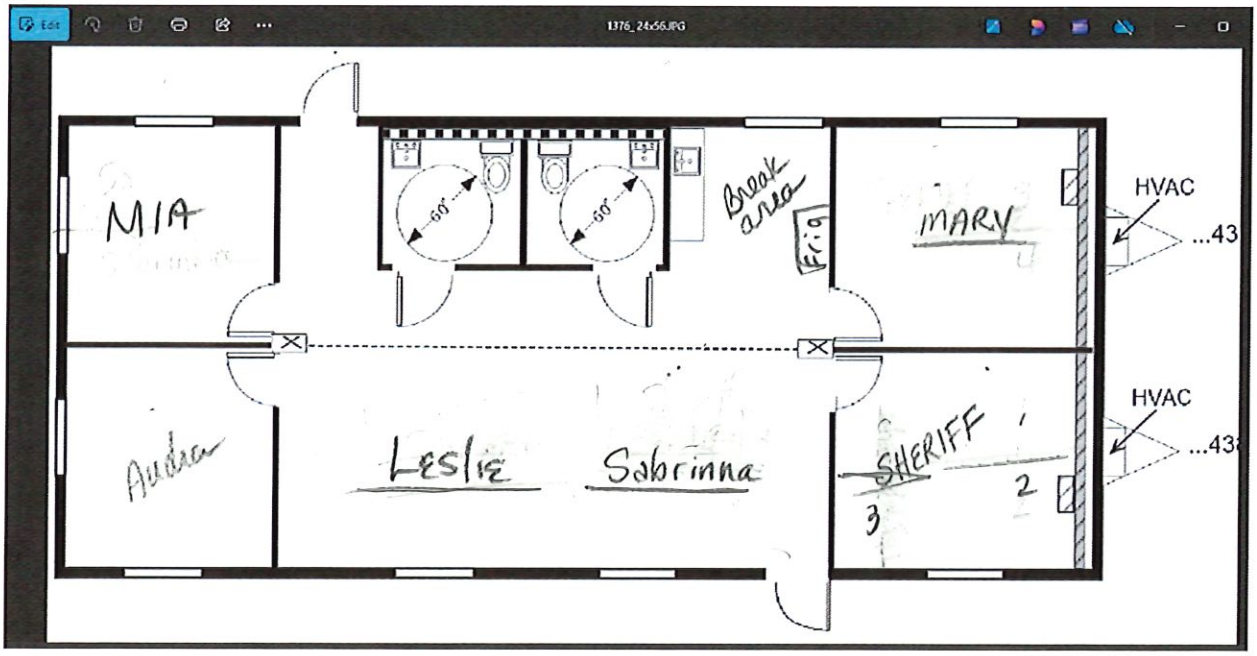
VENDOR : MOBILE MODULAR

BUILDING DEPT + FINANCE



24 x 56 (1,344 Sq Ft)

ADMIN + SHERIFF



24 x 56 (1,344 Sq Ft)

Total 2,688 Sq Ft

Price per month each: $2,297.10

Total Cost of two units $4,594.20 per month

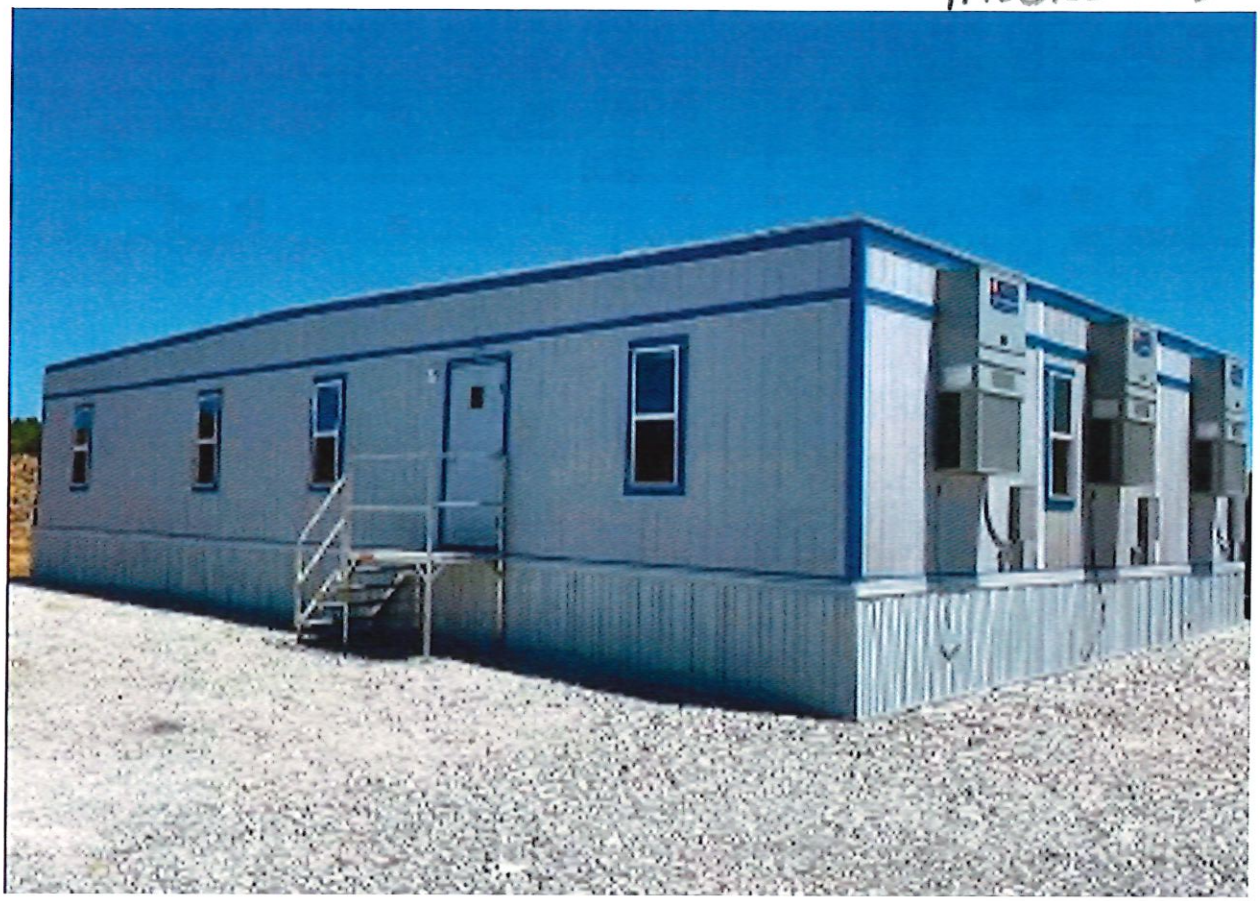
3 YR $165,391.20

Setup/breakdown + 11,907.20 x 2 + 8,678.00 x 2

UTILITIES CONNECTIONS, GRAVEL PARKING AREA

TOTAL COST $206,561.60 +

OPTION A
MOBILE MODULAR



MOBILE MODULAR

EXTERIOR Example (for reference only; similar building)

Option B Modulars at LeGrone
Projected Expenses
Two Configurations

Quad Unit- (4) 12x60 each			
Expense	**Amount**	**Frequency**	**Yearly**
Monthly Lease	$7,479.00	Per month	$89,748.00
Setup/Breakdown	$43,789.00	One Time	$ 43,789.00
3 Year Total			$313,033.00

Additional Expenses to consider: Gravel parking lot

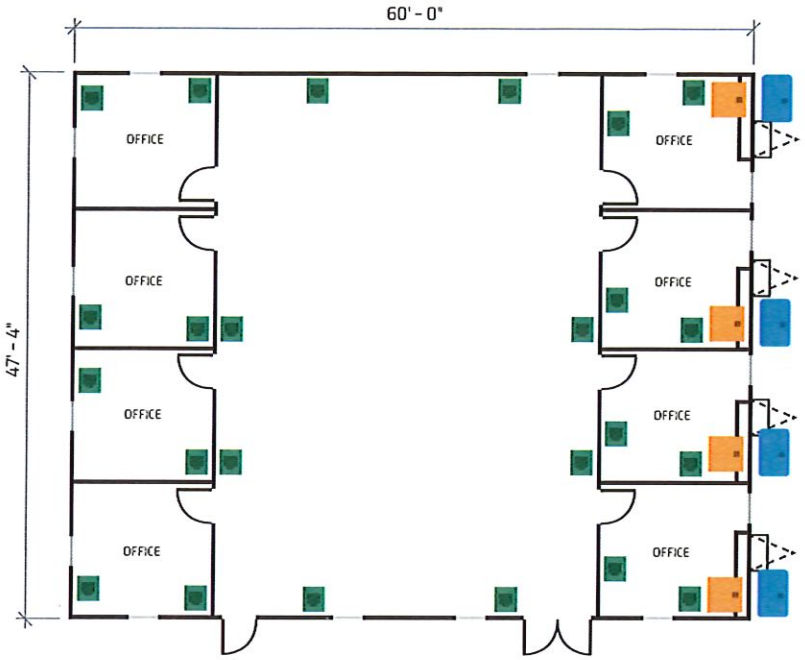
Two Double Units- (2) 24x60 each			
Expense	**Amount**	**Frequency**	**Yearly**
Monthly Lease	$6540.58	Per month	$78,486.96
Setup/Breakdown	$41,424.00	One Time	$ 41,424.00
3 Year Total			$276,884.88

OPTION B', Modulars @ Negrane

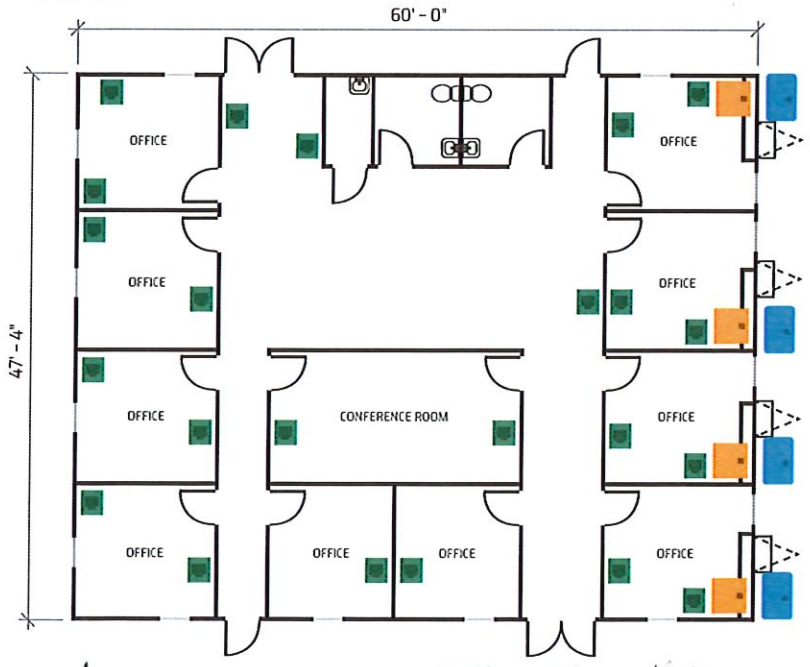
Vendor: Williams Scotsman

QUAD DATA PACKAGE LAYOUTS

SM 64' X 48'



RP 64' X 48'



Legend

- Demarcation Box
- Data Panel
- Data Drop

Note: ISP can hookup to any demarcation box location. Only one hookup needed.

MULTIPLE PORT PLACEMENTS IN EVERY OFFICE AND COMMON AREA

+ Predetermined port placements are one less thing to think about and ensures you have access where you need it
+ Powered data ports fully supported VOIP functionality
+ Single external ISP hookup point gets you online faster

WHAT'S INCLUDED?

+ 6 VoIP capable ports per trailer / unit.
+ A powered ethernet switch
+ 15" wall enclosure
+ Demarcation box for ISP hookup on unit exterior
+ All installation and testing of components

Quad (4-12x60)

Monthly $7,479 x 36 = 269,244

+ Setup $43,789

$ 313,033

Two Doubles (2-24x60)

$ x2 = $6540.58 x 36 = 235,460.88

$41,424

$ 276,884.88

Floor plans are representational. Data drop locations and quantity may vary depending on unit type and availability.

WILLIAMS SCOTSMAN

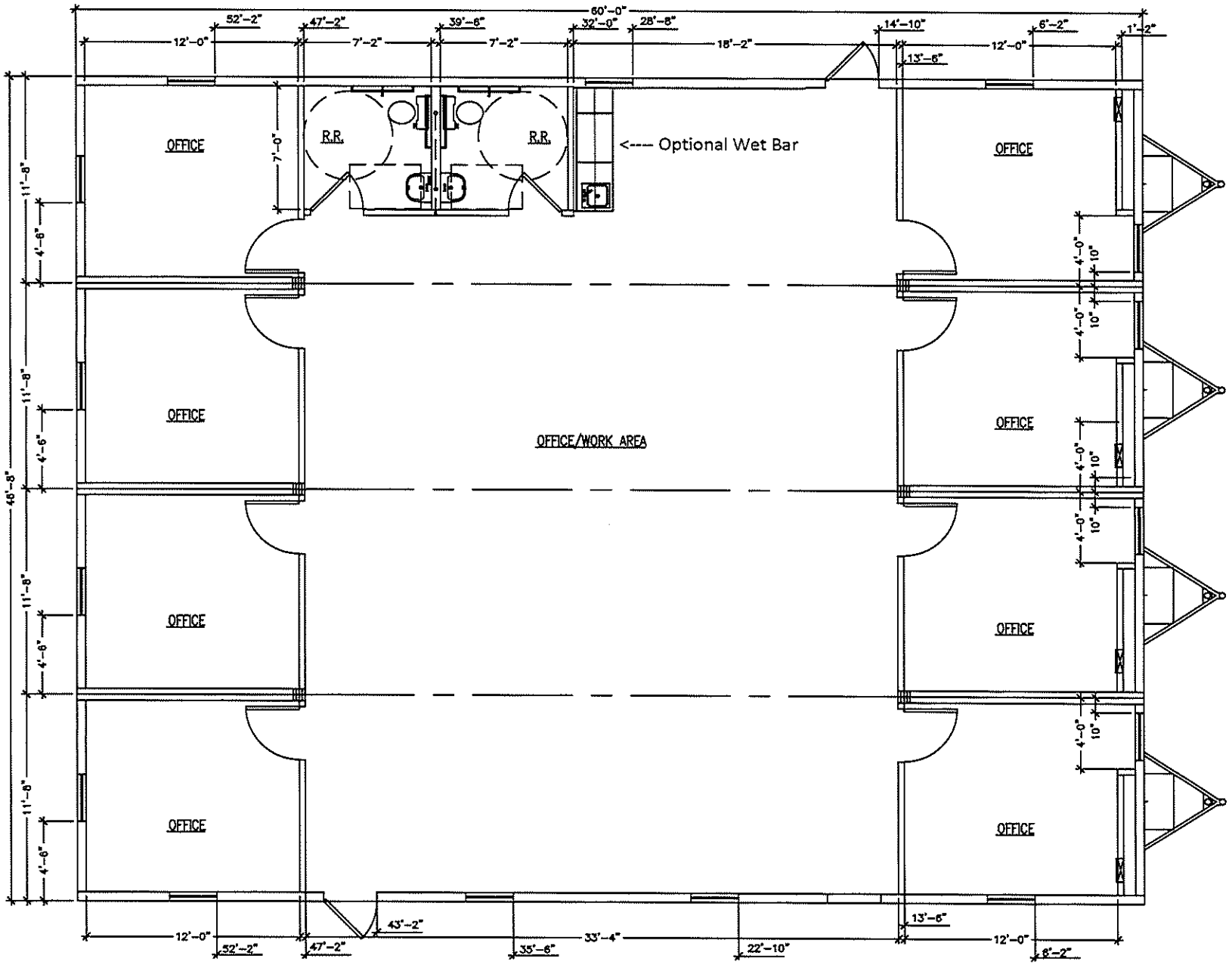
800.782.1500

www.willscot.com

SM6448

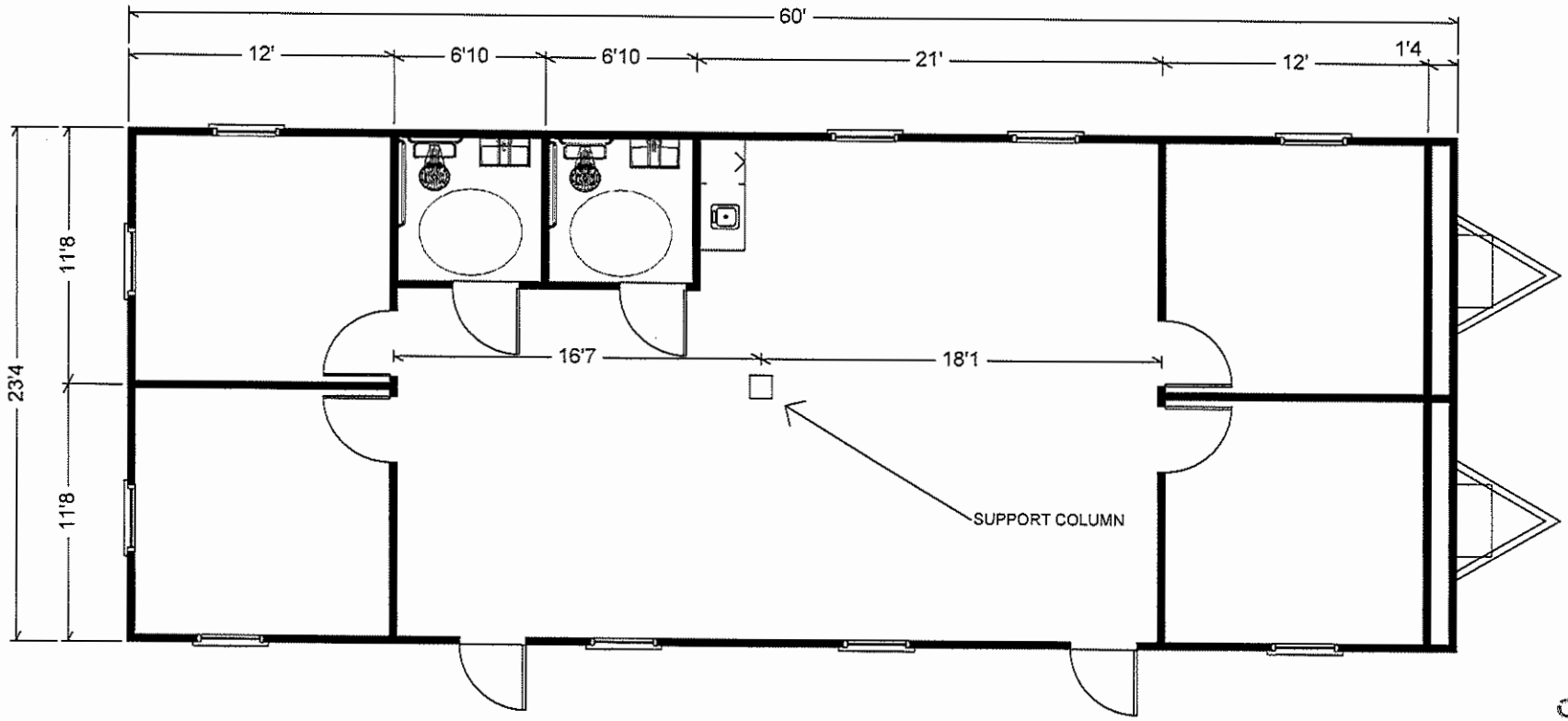
SECTION MODULAR

Option B - Quad Non



D FILE:	DWG #	REV#	REP:	APPROVAL:
S2017-0687	A-1			
ALE:	SERIAL#:	DATE	DWN BY:	APVL DATE:

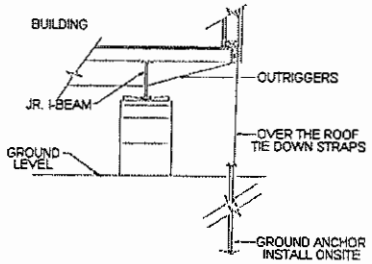
THE USE OF THIS DRAWING FOR ANY MEANS OTHER TH
INTENDED IS STRICTLY PROHIBITED WITHOUT THE PRI
WRITTEN CONSENT OF AN AUTHORIZED WILLIAMS
SCOTSMAN REPRESENTATIVE.



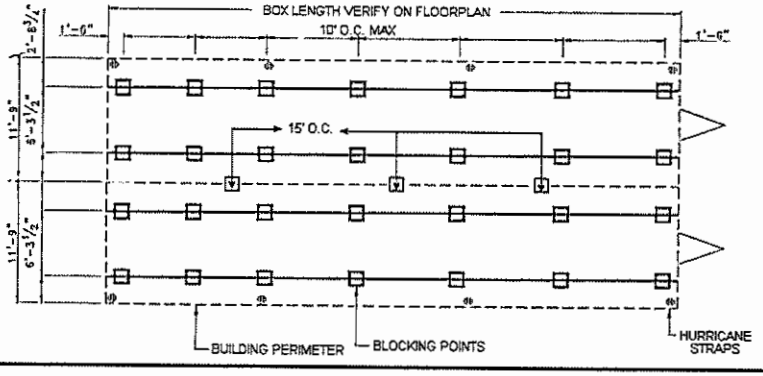
60x24 SECTION MODULAR #2

PIERS ARE DRY-STACKED ABOVE GRADE CMU 8" BLOCK, 10' O.C. MAX.
TIEDOWN ANCHORS ARE DOUBLE-HELIX SCREW-DOWN TYPE, 3925LB. TEST.
OVER-ROOF AND/OR FRAME TIEDOWNS INSTALLED PER BOX LENGTH:
20'-BOX LENGTH = 4 TIES ; 21'-40' BOX LENGTH = 6 TIES ; 41'-60' BOX LENGTH = 8 TIES ; 61'-76' BOX LENGTH = 10 TIES

ANCHORING DETAIL
NOT TO SCALE



MANUFACTURE'S RECOMMENDED FOUNDATION DETAIL
(SUBJECT TO LOCAL CODES/PROCEDURES REVIEW)



SPECIFICATIONS

ALUMINUM EXTERIOR, STEEL DOORS, HORIZONTAL WINDOWS

VINYL COVERED WALLS, 8' CEILING, TILE FLOORING

Williams Scotsman, Inc

DATE:	
CODES: SEE NOTES	
LABELS:	
S/N:	
BOX SIZE:	
FLOOR PLAN	JOB NO.

WILLIAMS SCOTSMAN

1 OF 1

OPTION B -
WILLIAMS SCOTSMAN





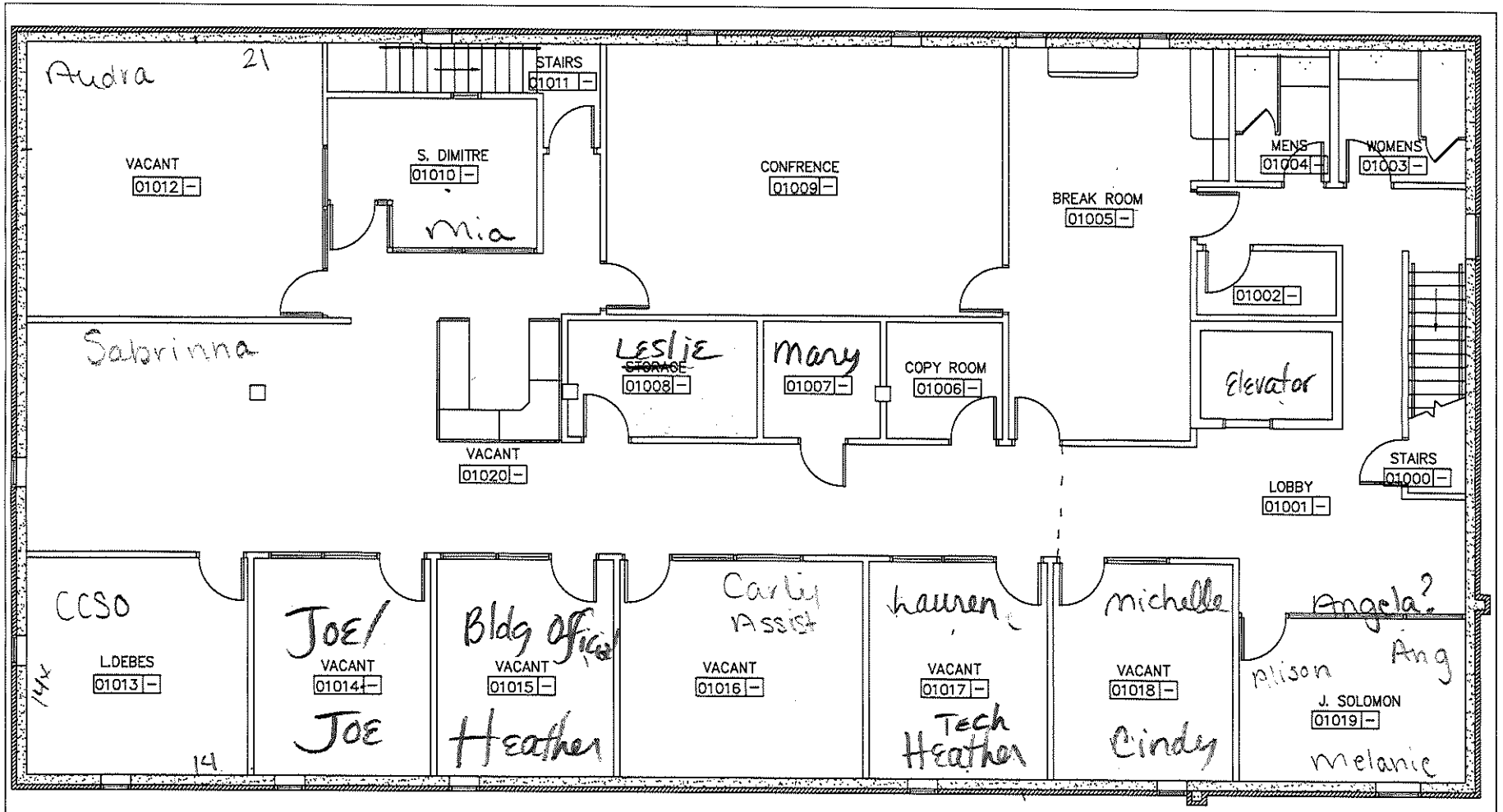
Examples of Exteriors

Option C Truist Building
Projected Expenses

Expense	Amount	Frequency	Yearly
Monthly Lease	$7,603.75	Per month	$91,245.00
Build Out	$0	N/A	$0
3 Year Total			$273,735.00

Additional expenses to consider: IT costs

OPTION C - Truist Lease Top Floor



2ND FLOOR - DESIGN PLAN

SCALE: 1/8"=1'-0"

PA's figure ≈ 4850 sq ft

TRUIST
Corporate Real Estate

Project: CRYSTAL RIVER OFFICE

Drawing: DESIGN PLAN

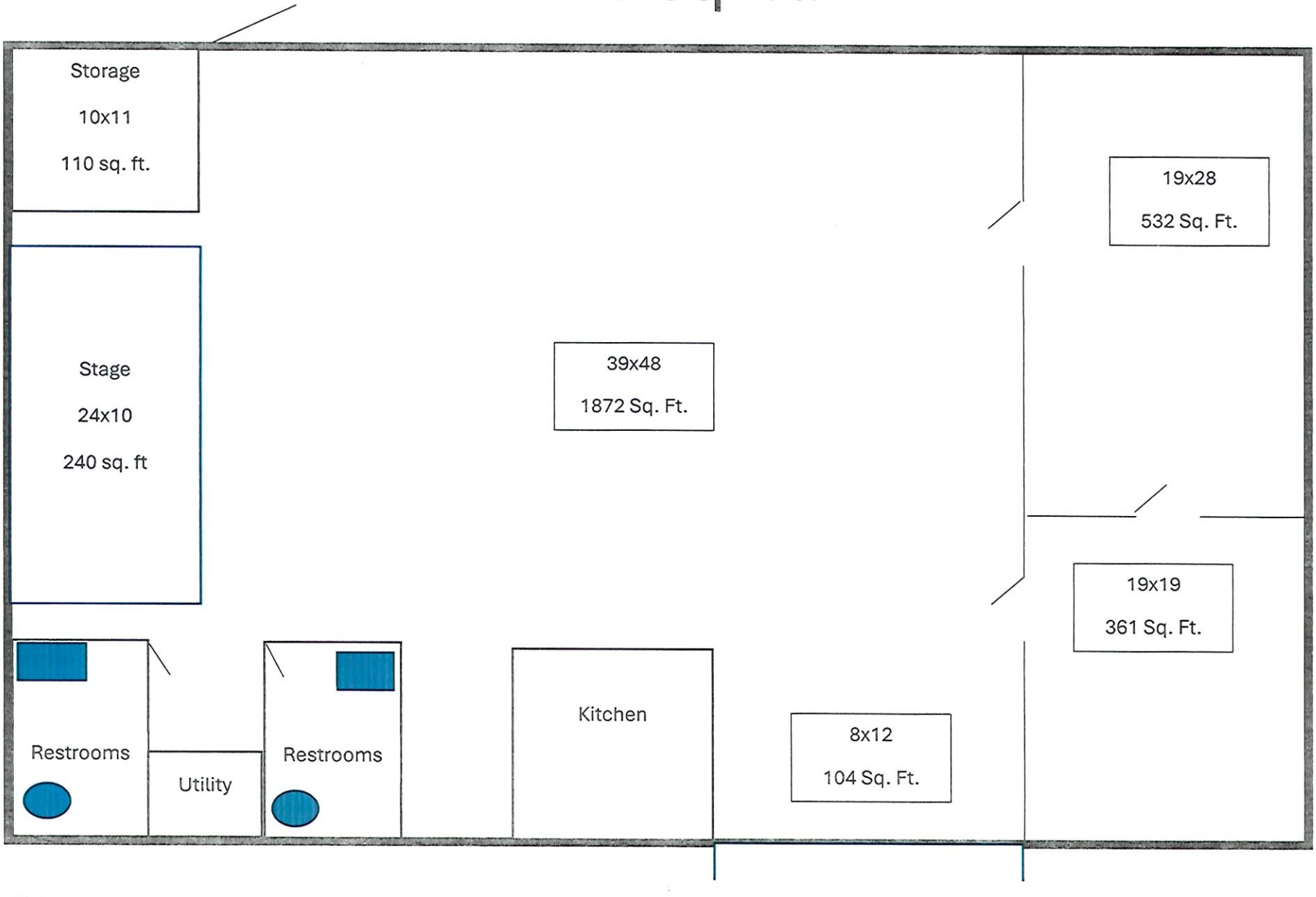
Option D 405 SE 7th Avenue Building (3920 sq. ft) at LeGrone Projected Expenses

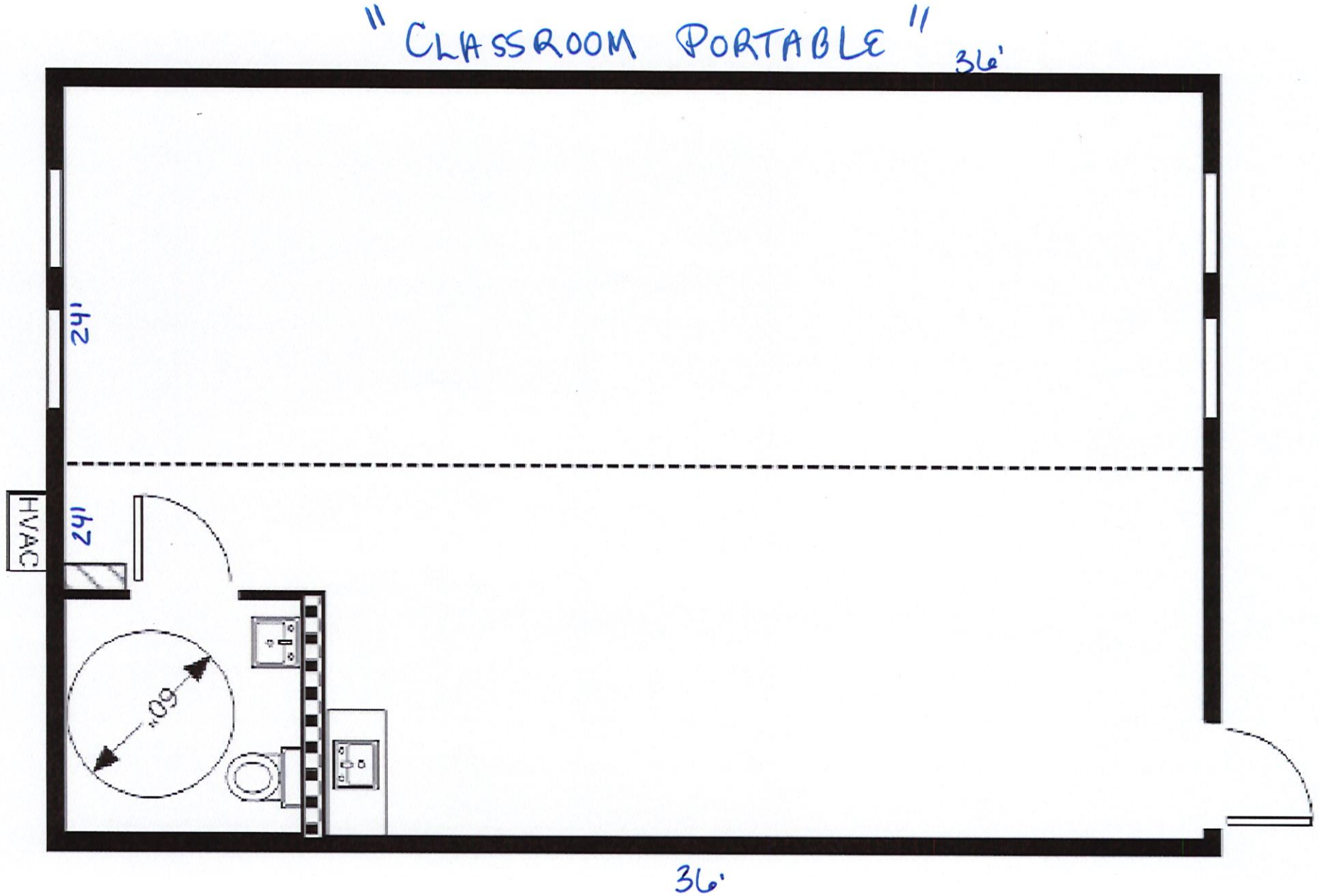
Expense	Amount	Frequency	Yearly
Monthly Lease	$0	Per month	$0
Build Out	$0		$0
3 Year Total			$0

Replacement Portables for the YMCA (2) 24x36 Classroom Portables			
Expense	**Amount**	**Frequency**	**Yearly**
Monthly Lease	$2874.00	Per month	$34,488.00
Setup/Breakdown	$9,114.00	One Time	$ 9,114.00
3 Year Total			$112,578.00

405 SE 7th Avenue

3920 sq. ft.




"CLASSROOM PORTABLE"
36'
24'
24'
HVAC
60"
36'

Option E Damron Building
Projected Expenses

Expense	Amount	Frequency	Yearly
Monthly Lease	$TBD	Per month	$TBD
Build Out	$0		$0
3 Year Total			$TBD

Offer rescinded- on Thursday, January 25, 2025 the City was notified that the building is no longer available for rent.

Diane Damron, Manager
Man Cave, LLC
PO Box 2349
Crystal River, FL 34429
(352) 220-0718

January 13, 2025

City of Crystal River
915 N. Suncoast Blvd.
Crystal River, FL 34429

To Whom It May Concern:

This will confirm that I am open to entering into discussions with the City of Crystal River regarding the City's leasing a building on my property located at 865 N. Suncoast Blvd., Crystal River, Florida. The back building is approximately 2,400 square feet. I also have a vacant parcel of land adjacent thereto that I am also open to leasing to the City of Crystal River to allow for a mobile home or other temporary structure to be placed upon for the City's use.

If you wish to discuss this matter or any other property that I own in the City of Crystal River, please direct all further communications to my attorney, Thomas M. VanNess, II (Mont), VanNess & VanNess, PA, 1205 W. Meeting Tree Blvd., Crystal River, FL 34429, (352) 795-1444, extension 306, email: tmv@vannesspa.com.

Offer withdrawn 1-23-25

Sincerely,

Diane Damron

Diane Damron, Manager

Option F 1501 NW US HWY 19 (Former Office Max) Projected Expenses

Expense	Amount	Frequency	Yearly
Building Value*	$ 2,500,000.00	One Time	$2,400,000.00
Owner Donation	$800,000.00	One Time	$800,000.00
Purchase Price	$1,700,000.00	One Time	$1,700,000.00
HVAC/Roof Repairs	$700,000.00	One Time	$700,000.00
Total Expense			$2,400,000.00

*Appraised Value

This property may be further improved or left "as-is" and occupied as such. The potential long-term uses may be: Sheriff's Office, Fire Department, Boys and Girls Club, other community agencies or specific city departments such as public works or building department. The building can continue to serve as a second government center after the City replaces City Hall on the existing location.

123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
352-795-6245 F
www.crystalriverfl.org

To: Audra K. Curts-Whann, City Manager

From: Carly Hanson, Growth Management Director

CC: Richard Chavous, Building Official

Date: January 24, 2025

Subject: 1501 NW US Highway 19 - FEMA Substantial Improvement (50% Rule) Evaluation

In consideration of the City of Crystal River purchasing 1501 NW US Highway 19, I have conducted an evaluation of FEMA's substantial improvement process, also known as the 50% rule. FEMA defines substantial improvement as follows:

> *"Substantial improvement (SI) means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure (or smaller percentage if established by the community) before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed."*[1]

For the market value referenced in the above definition, Citrus County and the City of Crystal River utilize the Citrus County Property Appraiser's Replacement Cost New Less Depreciation (RCNLD) value plus twenty percent (20%). The RCNLD value for 1501 NW US Highway 19 is $1,488,970. Plus 20%, the total market value, as determined by the Citrus County Property Appraiser is $1,786,764. Utilizing this value, the 50% threshold would be $893,382.

The City of Crystal River estimates that 1501 NW US Highway 19 requires a new roof for $500,000 and repairs to the HVAC system for $200,000 for a total of $700,000 of repairs. This would not exceed the substantial improvement threshold and, as a result, not require the building to be brought into compliance with current flood standards.

If the City of Crystal River were to exceed the 50% threshold or improve the building by more than $893,382, the building would need to be floodproofed. The current ground elevation is approximately 7 feet while the property is within an AE Flood Zone with a base flood elevation of 12 feet[2]. Because the Florida Building Code adopts a 1-foot freeboard requirement above base flood elevation, the building at 1501 NW US Highway 19 would be required to floodproof the structure approximately 6 feet with the assistance of an engineer potentially through the installation of flood gates and external waterproof membrane.

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[1] Substantial Improvement/Substantial Damage Desk Reference - FEMA P-758 / May 2010

[2] FEMA Flood Insurance Rate Map – Panel12017C0186E – Effective Date: 1/15/2021

Commercial Contract

1. PARTIES AND PROPERTY: *City of Crystal River, Florida* ("Buyer")
agrees to buy and *CR19 Holdings, LLC, a Florida limited liability company* ("Seller")
agrees to sell the property at:
Street Address: *1501 NW US Highway 19, Crystal River, Florida*

Legal Description: *See Exhibit "A" attached hereto*
(Altkey 2916273, Citrus County, Florida)
and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ *1,700,000.00*

(a) Deposit held in escrow by: *Gooding & Batsel, PLLC/Robert W. Batsel, Jr.* $ *0.00*
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: *1531 SE 36th Ave., Ocala, FL 34471* Phone: *(352) 579-1290*

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☒ within *3* days after Effective Date $ *10,000.00*

(c) Additional deposit to be made to Escrow Agent
☒ within *3* days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other $ _____

(f) All deposits will be credited to the purchase price at closing.
Balance to close, subject to adjustments and prorations, to be paid
via wire transfer. $ *1,690,000.00*

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before *January 22, 2025*, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:
(a) **Closing Date:** This transaction will be closed on *See Additional Terms Section 23* (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in *CITRUS* County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or $_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

_____.

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____

_____;

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as *permitted* _____.

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within *20* days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within ___60___ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within ___5___ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____;

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

DRAFT

7. PROPERTY CONDITION: Seller will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed $_____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check **(a)** or **(b)**)

☐ **(a) As Is: Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within ___60___ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection: Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy: Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** Buyer will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, ~~taxes on the deed~~ and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents: Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll, tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have __5__ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

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13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

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17. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) **Energy-Efficiency Rating Information: Buyer** acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

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19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms **"Buyer," "Seller"** and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker: _____, _____
(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated_ by ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) _____

_____

(b) Buyer's Broker: _____, _____
(Company Name) (Licensee)

_____,
(Address, Telephone, Fax, E-mail)

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who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

_____

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. **OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

Closing Date: Within 90 days of Buyer's written release to Seller of all contingencies to the sale.

Sale is contingent upon approval of the Crystal River City Council by January ~~28~~ 27, 2025 (or other date as dictated by council)

This sale will convey with no current or valid leases. At Closing, Seller will provide Buyer with proof of expiration or termination of any valid leases which affect the Property. Property will convey with no tenants onsite.

Buyer will pay all title costs and documentary stamp tax on the Deed.

Buyer grants Seller a first right of refusal for a period of ~~ten (10)~~ five(5) years if Buyer abandons the project after the purchase.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of Crystal River, Florida

_____ Date: _____
(Signature of Buyer

By: Joseph C. Meek III Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: *Mayor* Telephone: _____

_____ Date: _____
(Signature of Buyer

_____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

CR19 Holdings, LLC, a Florida limited liability company

_____ Date: _____
(Signature of Seller)

By: Spencer Bartram Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: *Manager* Telephone: _____

_____ Date: _____
(Signature of Seller)

By: Irene Bartram Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: *Manager* Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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