# Agenda

**Crystal River City Council Meeting**
**Regular Meeting Agenda**
**Tuesday, May 26, 2026 at 5:30 PM**
**Citrus County Welcome Center**

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

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

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**NOTICE TO PUBLIC**

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

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

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**GENERAL MEETING PROCEDURES**

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

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

   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**
**A. Roll Call**
**B. Invocation**
**C. Pledge of Allegiance**
**D. Recognition of Elected Officials in Attendance**

**2. ADOPTION OF AGENDA**

**3. PRESENTATIONS**

A. Crystal River Pilots Club Check presentation to Crystal River Fire Department

B. Kiwanis Club of Inverness check presentation to Crystal River Fire Department

C. GFWC Crystal River Woman's Club check presentation to Crystal River Fire Department

**4. UNFINISHED BUSINESS**

**5. PUBLIC INPUT**

*(Three Minute Time Limit)*

**6. APPROVAL OF CONSENT AGENDA**

A. Motion to approve minutes of the City Council meeting held May 11, 2026

B. Monthly Departmental Report Summary for the month of April

C. Motion to authorize the Mayor to execute the Lease Extension Agreement with the YMCA of the Suncoast for the continued provision of supervised general recreation, summer, and after-school youth programs at 405 SE 7th Avenue.

**7. PUBLIC HEARING**

A. Consideration of an unlisted dissimilar use application to allow a food truck court to be located within the Urban Center 1 Zone at 406 NE 1st Avenue, specifically Parcel ID: 17E18S210070 00090 0030 (Altkey: 1074924), as identified in the records of the Citrus County Property Appraiser. QUASI-JUDICIAL

**8. INTRODUCTION AND FIRST READING OF ORDINANCES**

A. Introduction of Ordinance 26-O-08 (PZT26-0001) for a text amendment to the Community Development Code amending Section 6.E., Fences, to remove a portion of subsection (17) requiring a semi-transparent lattice, trellis, or similar feature for the top sixteen (16) inches or more on vinyl fencing and adding language to authorize administrative approval of deviations from fence regulations.
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 6. E, FENCES, TO REMOVE A PROTION OF SUBSECTION (17) REQUIRING A SEMI-TRANSPARENT LATTICE, TRELLIS, OR SIMILAR FEATURE FOR THE TOP SIXTEEN (16) INCHES OR MORE ON VINYL FENCING AND ADDING LANGUAGE TO AUTHORIZE ADMINISTRATIVE APPROVAL OF DEVIATION FROM FENCE REGULATIONS; 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.

**9. CITY ATTORNEY**

A. 579 Crystal River LP- First Amendment to Settlement Agreement

**10. CITY MANAGER**

A. Motion to authorize a sole source contract with Blue Digital for document scanning and Laserfiche Cloud Software Solution services not to exceed $70,000 for FY 25-26.

**11. CITY COUNCIL**

**12. COUNCIL MEMBER AND COMMITTEE REPORTS**

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

**13. PUBLIC INPUT**

*(Five Minute Time Limit)*

**14. ADJOURNMENT**

# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 3.A.**

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**Requested Motion: Crystal River Pilots Club Check presentation to Crystal River Fire Department**

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**Summary:**
The Crystal River Pilots club launched a 2026 calendar sale featuring members of the Crystal River Fire Department. The calendars have been selling with proceeds benefiting the CRFD cadet program. This will be a check presentation of the proceeds to CRFD.

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# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 3.B.**

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**Requested Motion: Kiwanis Club of Inverness check presentation to Crystal River Fire Department**

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# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 3.C.**

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**Requested Motion: GFWC Crystal River Woman's Club check presentation to Crystal River Fire Department**

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# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 6.A.**

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**Requested Motion: Motion to approve minutes of the City Council meeting held May 11, 2026**

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**ATTACHMENTS:**
Description
Minutes 05.11.26 MF.docx

# Minutes

**Crystal River City Council**
**Regular Council Meeting**
**Monday, May 11, 2026 5:30 p.m.**
**Citrus County Welcome Center**

## 1. CALL TO ORDER

Mayor Meek called the meeting to order at 5:30 p.m.

**Council members present:** Mayor Joe Meek, Vice Mayor Chris Ensing, Council member Mindi Hastings, Council member Robert Holmes, Council member Gabrielle Satchell

**Staff present:** City Manager Audra Curts, City Attorney Rob Batsel, City Clerk Mia Fink, Finance Director Michelle Rusell-Maynard, Assistant City Manager/Public Works Director Troy Slattery, Growth Management Director Carly Hanson, Assistant Growth Management Director Heather Lacey, Human Resources Director Mary Helprin

Council member Robert Holmes led the invocation, and Mayor Meek led the Pledge of Allegiance.

## 2. ADOPTION OF AGENDA

*Mayor Meek confirmed item 11A would be pulled.*
**Motion to adopt the agenda as amended was made by Council member Hastings; seconded by Council member Satchell. Motion carried 5-0.**

## 3. PRESENTATIONS

A. Safe Boating Week Proclamation

Mayor Meek presented the proclamation to members of the USCG Auxiliary, including Linda Jones who addressed Council regarding boating safety and related activities.

B. Presentation by Ford & Associates pertaining to funding options for Riverwalk.

Finance Director Michelle Russell-Maynard introduced Jonathan Ford and Robert Kamieniecki of Ford & Associates, who presented to Council on Riverwalk funding options. Council discussion was held regarding options presented and CB&A funding preference. City Manager Curts also discussed value engineering of the project to reduce costs (reconsidering materials, etc.).

C. FY2025 Financial Audit Presentation

Finance Director Michelle Russell-Maynard introduced Garrett Marlow of Mauldin & Jenkins who presented to Council on the auditor's analysis, noting no findings for FY2025.

DRAFT

## 4. UNFINISHED BUSINESS

## 5. PUBLIC INPUT

***Terry Thompson- Crystal River-*** Discussed financial concerns related to CRA projects, including Riverwalk.

***Gerry Mulligan- Crystal River-*** Discussed Riverwalk cost increase and models for offsetting costs, including fundraising.

## 6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council Workshop held April 22, 2026

B. Motion to approve minutes of the City Council meeting held April 27, 2026

C. Motion to approve minutes of the Budget Workshop held April 29, 2026

D. Motion to award a contract to Master Pyro Display in an amount up to $23,000.00 for the 2026 Fourth of July fireworks display

E. Motion to award contract to Holiday Outdoor Decor in an amount of $10,815.00 for the 2026 Christmas Tree rental

F. Motion to award contract to Holiday Outdoor Decor in an amount of $15,275.00 for the 2026 Christmas light pole decoration rental

G. Motion to adopt Resolution No. 26-R-21and request additional funds of $2144.00 for a dually wheel Ford F-350 vs. the single wheel Ford F-350 that was quoted by Duval Ford

**Motion to approve the consent agenda was made by Council member Hastings seconded by Council member Satchell.**

Discussion was held regarding Main Street funding of holiday decorations in other communities, as well as recent decision to expedite Creative Playground redevelopment (prior to City Hall reconstruction).

**Motion carried 5-0.**

## 7. PUBLIC HEARING

## 8. INTRODUCTION AND FIRST READING OF ORDINANCES

## 9. CITY ATTORNEY

City Attorney Batsel presented draft First Amendment to "Settlement Agreement with 579 Crystal River LP" *(attached to agenda packet under item 9),* as previously discussed at the City Council meeting held April 27, 2026, and reviewed the various provisions.

DRAFT

**Motion to approve First Amendment to "Settlement Agreement with 579 Crystal River LP" as presented was made by Council member Holmes; seconded by Vice Mayor Ensing.**

Council discussion was held during which modifications were proposed (conditions related to demolition, payment of attorney fees, etc.) and potential resulting outcomes. City Attorney Batsel recommended approval of the draft amendment as presented, while staff could work on potential revisions for consideration at a future date.

**Motion carried 5-0.**

## 10. CITY MANAGER

A. Motion to approve A.D. Morgan (CMAR Contract) for preconstruction services proposal - City of Crystal River - Kings Bay Riverwalk Phase II Segment II (2B) project in the amount of $52,228.80

Assistant City Manager/Public Works Director Troy Slattery presented the item to Council.

**Motion to approve A.D. Morgan (CMAR Contract) for preconstruction services proposal - City of Crystal River - Kings Bay Riverwalk Phase II Segment II (2B) project in the amount of $52,228.80 was made by Council member Holmes; seconded by Vice Mayor Ensing. Motion carried 5-0.**

B. Motion to approve Ayres Associates Inc. Individual Project Supplement to provide value-engineering report for the proposed Phase II Segment II (2B) Kings Bay Riverwalk in the amount of $15,300.00

Assistant City Manager/Public Works Director Troy Slattery presented the item to Council.

**Motion to approve Ayres Associates Inc. Individual Project Supplement to provide value-engineering report for the proposed Phase II Segment II (2B) Kings Bay Riverwalk in the amount of $15,300.00 was made by Council member Hastings; seconded by Council member Holmes. Motion carried 5-0.**

C. Motion to approve Ayres Associates Inc. Individual Project Supplement to provide a proposed structural assessment report of the existing seawalls adjacent to the proposed Phase II Segment II (2B) Kings Bay Riverwalk in the amount of $26,364.40

Assistant City Manager/Public Works Director Troy Slattery presented the item to Council. Council member Holmes discussed riprap style seawalls.

**Motion to approve Ayres Associates Inc. Individual Project Supplement to provide a proposed structural assessment report of the existing seawalls adjacent to the proposed Phase II Segment II (2B) Kings Bay Riverwalk in the amount of $26,364.40 was made by Council member Holmes; seconded by Council member Satchell. Motion carried 5-0.**

City Manager Curts also provided Council with an update regarding the parcel of land adjacent to the City Hall parcel, seeking consensus from Council regarding desire to make a purchase offer. *Consensus was reached to not do so.*

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**11. CITY COUNCIL**

~~A. Motion to adopt Resolution No. 26-R-12 to appoint Jonathan Cash as a Commissioner of the Crystal River Community Redevelopment Agency.~~ *This item was pulled.*

**12. COUNCIL MEMBER AND COMMITTEE REPORTS**

A. Mayor Meek confirmed Council member Holmes recent attendance to the MPO meeting and confirmed upcoming meeting with MPO staff to discuss Citrus Avenue/495 improvement priorities.

B. Vice Mayor Ensing distributed a document outlining CS/CS/HB 1103 "Local Administration of Vessel Restrictions" (attached to agenda packet under item 12), noting potential utilization to address issues on Kings Bay. He also confirmed recent meeting held with G3 representatives to discuss potential public-private partnerships to increase parking infrastructure downtown.

C. Council member Satchell

D. Council member Hastings inquired about legal expenses related to development applications, with City Attorney Batsel and Growth Management Director Carly Hanson providing clarification regarding plat review process and related requirements. Distinction between building department and planning department (in relation to fee structure) was also discussed, as well as options for offsetting cost (i.e. increasing fee, etc.), and internal efforts to streamline the process.

Council member Hastings also discussed transparency and potential conflicts of interest resulting from client representation by the City Attorney, including the Betz Farm parcel, noting recent discussions on social media. City Attorney Batsel addressed concerns, providing confirmation regarding conflict-of-interest clause in service agreement and ethical obligations as required by the Florida Bar. He also provided clarification regarding past inquiry related to the adjacent parcel, nature of attorney-client relationship with developer, and jurisdiction in which certain parcels are located, welcoming open and direct communications from Council regarding any concerns.

E. Council member Holmes discussed need for revisions to the Community Development Code. He also discussed efforts to establish moratorium on future development of gas stations.

**13. PUBLIC INPUT**

***Gail Kostelnick- Crystal River-*** Inquired about accessibility of documents associated with Code Enforcement hearings and Planning Commission meetings.

**14. ADJOURNMENT** Mayor Meek adjourned the meeting at 7:55 P.M.

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# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 6.B.**

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**Requested Motion: Monthly Departmental Report Summary for the month of April**

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**ATTACHMENTS:**
Description
2026 Summary Report- April.docx

# Departmental Monthly Report Summary
# April 2026

## THE CITY CLERK'S OFFICE

During the month of March, the office clerked 5 public meetings, coordinating the agendas and drafting 17 agenda items. The Clerk's office also facilitated 9 public records requests and performed 12 notarizations on various legal documents. Recording items included 3 lien releases, 1 utility lien, and 1 developers' agreement. Ongoing responsibilities include contract management/facilitation for DPW, grant coordination/reporting, audio/visual equipment operations/coordination, budget-related obligations, scheduling for City Manager, Riverwalk permitting and easement coordination/processing, records management duties including facilitation of public records requests, ordinance and resolution drafting, as well as assistance with items related to the Crystal River Concert Series. The clerks office also successfully implemented issuance of council devices for agenda. The Clerk has also continued with Leadership Citrus participation.

## THREE SISTERS SPRINGS

Three Sisters Springs had a total of 3,750 visitors for the month of April. In April Fiscal year 25' the Three Sisters Wildlife Refuge had a total of 3,735 visitors. April for the last 5 years has averaged 2,750 visitors for the month. There were 324 online admission tickets purchased totaling $3,461.75 in revenue. Gross revenue for the month totaled $40,328.00. Commission paid to USFWS totaled $11,196.92.

This month on Social Media:

Facebook:

- Facebook Viewers: 17,445
- Facebook Views: 36,265
- Facebook Content Interactions: 6,559
- Facebook Follows: 193
- Facebook Visits: 5,031

Instagram:

- Instagram Reach: 5,669
- Instagram Views: 6,475
- Instagram Content Interactions: 196
- Instagram Follows: 236
- Instagram Visits: 575

* Further details are listed in the full departmental reports.

# HR/RISK MANAGEMENT

**Open Positions**
Volunteer Fire
Firefighter/EMT – PT
Park Ranger – PT
Maintenance I/Groundworker
Community Engagement Director/PIO

**New Hires**
Mario Maiale – Park Ranger – PT

**Promotion**
Alex Walker – Fire/EMT – PT to Fire/EMT – FT

**Voluntary Resignation**
James Arlotta – Fire

**Employee Headcount**
Full Time City – 39
Part Time City – 17
Fire Fighter Volunteer – 14
Fire Fighter/EMT Full Time – 3
Fire Fighter/EMT Part Time – 7

# PUBLIC WORKS DEPARTMENT

**Roads and Streets**

- Repaired potholes City-wide.
- Started on the lookout dock at Hunter Springs Beach, replacing all the wood and fencing.
- Trimmed trees on NW 6th Ave.
- Got the splash pad working on a timer set from 11 AM to 6 PM
- Replaced the Shad covers for benches at Legrone and Copeland Parks.
- Cleaning stormwater ditches city-wide.
- (2) 50-amp services installed at Town Square for the Concerts.
- Repaired the lights at Town Square for the manatee statue out by US 19.
- Assisted with closing of the Town Square and Citrus Ave for the concert at Town Square and cleaning up in April.
- Two trees were taken down (1) behind the splash pad (1) NW 8 Ave near a lift station
- Pulled some dead trees out of the water by Hunter Springs that were blocking some waterways.
- The fencing project was finished at Legrone Park.

**Capital Projects**

- Indian Waters 70 Customers connected 1 in progress 6 not connected. These numbers include vacant lots that may be constructed if construction begins by March 2026.
- Kings Bay Park Improvements – In engineering and design phase. Currently in the permitting phase.
- Paradise Point Drainage and road improvement project – In engineering and design phase.

* Further details are listed in the full departmental reports.

- 25-B-05 Stormwater Drainage Clearing Areas. Daly & Zilch has been awarded the contract. Estimated cost with presented zones of work by Daly & Zilch went to council 2-9-26. Work is to begin 5-11-26. Public Works Department has been in progress cleaning storm ditches and storm drainpipes city wide.
- Riverwalk phase 1 bid package has been closed on 10/15/25 by A.D Morgan. Contractors for work have been selected work is to begin 5-11-26 with safety fence installed 5-7-26
- 25-B-07 D.A.V Building Remediation Project. Contractor Jim's Contracting has been chosen, and estimated cost has been approved to begin work. Work is to begin 5-11-26.
- 25-B-08 Train Depot Building Remediation Contractor Jim's Contracting is in progress with work on schedule for completion.

**Parks & Park Rangers**

- Citations written.....253
- Incident Reports Written……...14
- CCSO or Fire Notified…….6
- Boats Pumped.....61
- Gallons Pumped.....3315

**Utilities & US WATER**

- Performed monthly lift station preventative maintenance
    - o Weekly visits to all 72 lift stations
    - o Installed full radio monitoring upgrade to LS 23
    - o Pulled failed pump and installed spare at LS 27
    - o Replaced both lift station motor starters at LS 20
- Repaired E-ONE sewage pump diaphragm at 3836 N Eagle Pt.
- Diagnosed and replaced fuses in E-One panel at 9255 W Harbor Isle Ct.
- Replaced failed pressure switch in E-One sewage pump at 3713 N Suwannee Pt.
- Jetted and cleared sewer backup between manhole and LS 22.
- New valve, controller and internal breather installed in vacuum pit at 1073 N Rice Terr.
- New valve, controller and internal breather installed in vacuum pit at 10030 Ft. Island Trl.
- Replaced backup batteries in Vac Station call out dialer
- Removed failed vac station pump motor and installed spare at Vac Station 2
- New manhole riser installed at 2040 NW 13th St. to match elevation
- Repaired 16" effluent line on Citrus Ave bored thru by 3rd party contractor.
- Repaired water leaks at
    - o 3850 N Eagle Pt. – 1" service line, repaired live
    - o 1340 NW 20th Ave. – split 2" water main line, PBWN issued 14 customers
    - o 3920 N Nokomis Pt. – 1" service line, repaired live
    - o 1740 NW 20th Ave. – 3/4" service line, repaired live
- Repaired broken backflow preventer at 645 NE 2nd Ave.
- New backflow preventer installed at 619 NE 2nd St.
- Replaced backflow preventer at 28 NE Crystal St.
- Moved long side water service to 6" main/eliminated galvanized piping at 451 NE 11th St.
- Moved meter out of new construction driveway and terminated old line at 1440 NW 3rd St.
- Completed Work Orders: 259
- Underground Utility Locates Performed: 108

* Further details are listed in the full departmental reports.

# PLANNING, COMMUNITY SERVICES, & DEVELOPMENT SERVICES

## PRE-APPLICATION MEETINGS:

1. **Gas Station – 3607 N Citrus Ave** – A gas station proposed at the corner of N Turkey Oak Drive and N Citrus Ave.
2. **Dollar General – 2540 NW US HWY 19** – The applicant proposed a 9,042 SF Dollar General retail store.

## POTENTIAL PROJECT(S) AND PERMIT(S) UNDER REVIEW:

1. **Home2Suites (Hilton)** – **PB24-0172– 1150 NE 5th Street** – 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. This permit is under review.
2. **Crystal River Mall Redevelopment**
    1. **Crystal River Townhomes – PZ24-0057 – 1801 NW Hwy 19** – Application for Civil Site Plan for seven 8-unit buildings for 56 townhouses with clubhouse and dog park. This permit has been issued.
3. **Restaurant (at Port Hotel and Marina) – PB24-0010 - 1508 SE Kings Bay Drive** - Proposed 22,690 sf restaurant. The permit was issued on 11-13-2024, and construction has commenced.
4. **Hotel (at Port Hotel and Marina) – PB24-0011 – 1508 SE Kings Bay Drive** – Proposed 85,500 sf (85-room) hotel. This permit has been issued, and construction has commenced.
5. **Microtel – PZ24-0041 –1030 NE 5th Street** – A preliminary review of a civil site plan was requested for a new 103-room hotel (10,160 sq. ft.) This permit has been issued.
6. **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 has been issued.
7. **Amanda Z Art Studio – PB25-0171 – 215 NE 3rd Street** – A Building Permit for an elevated art studio. This permit has been issued.
8. **Crystal Creek Townhomes – PZ25-0004 – SE Dr. Martin Luther King Jr. Avenue** – An application for Site Plan for an 82-unit Townhome Development. This project is currently under review.
9. **Fountains at Hidden Lakes – Phase II – PZ25-0023 – 10456 W Ashburn Ln** – An application for Site Plan of Phase II was submitted on August 4, 2025. The Developer is using a private provider for building plan review and inspections. This permit has been issued.
10. **Take 5 Oil – PZ25-0020 – 563 NE 5th Street –** An application for a Site Plan for the construction of a Take 5 Oil. This permit has been issued.
11. **Ernie Woods Real Estate – PB26-0019 - 2 NW Hwy 19 –** An application for a new elevated commercial office building. This permit has been issued, and construction has commenced.
12. **Planet Fitness – PB26-0044 – 1651 SE US Hwy 19** – An application to convert part of an existing grocery store into a Planet Fitness. This permit has been issued.
13. **Circle K – PZ26-0014 – 1600 SE Hwy 19** – A site plan application for a convenience store with 7 fueling positions and a diesel canopy with 5 fueling positions. This permit is currently under review.

* Further details are listed in the full departmental reports.

## BUILDING DEPARTMENT

**PERMITS ISSUED**

| | |
|---|---|
| Res - Mechanical | 6 |
| Res - Roof | 7 |
| Com - Electrical | 3 |
| Res - Electrical | 3 |
| Res - Fence | 4 |
| Res - Window/Door | 1 |
| Res - Alteration/Repair | 5 |
| Com - Mechanical | 5 |
| Com - Sign | 4 |
| Res - Plumbing | 5 |
| Res - New Construction | 2 |
| Com - Minor Flood Repair | 1 |
| Res - Solar | 1 |
| Change of Tenant | 3 |
| Building | 4 |
| Com - Fire Suppression | 1 |
| Com - New Construction | 3 |
| Com - Fire Alarm | 3 |
| Com - Alteration/Repair | 2 |
| Res - Dock/Boat Launch | 1 |
| Com - Plumbing | 3 |
| TREE REMOVAL PERMIT | 2 |
| Zoning | 1 |
| Com - Change of Tenant | 3 |
| Com - Roof | 11 |
| RIGHT OF WAY (ROW) | 1 |
| Plumbing | 1 |
| Electrical | 1 |
| Roofing | 1 |
| Res - Pool | 1 |
| Com - Demolition | 1 |
| Res - Irrigation System | 1 |
| **Total Permits** | **91** |
| **Total Fees** | **$72,176.00** |
| **Total Construction Value** | **$8,104,217.30** |

## BUSINESS TAX RECEIPTS

We are now within the Business Tax Receipt renewal season for 2026. Of the 796 businesses emailed renewal notices, we have currently processed 502 business renewals, or 63%.

* Further details are listed in the full departmental reports.

**INSPECTIONS:**

| | |
|---|---|
| Building | 159 |
| Fire | 11 |
| Code & Zoning | 2 |
| **Total Inspections** | **172** |

**CODE ENFORCEMENT:**

| | |
|---|---|
| New/Open Cases | 30 |
| Closed Cases | 42 |
| **Total Cases** | **72** |

## EVENTS DEPARTMENT

During the month of April, the city continued hosting its monthly First Friday events, bringing residents, visitors, and downtown businesses together in Town Square and along Citrus Avenue. Staff also continued planning efforts for upcoming First Friday (June 2026) & Saturday Night in Town Square (August & September 2026) events and the City's annual Fourth of July celebration, including entertainment coordination, logistics, vendor and sponsorship outreach, and operational preparation.

The City also finalized implementation efforts for the Downtown Crystal River Entertainment District. The City Manager worked directly with qualifying downtown businesses to complete participation registration requirements, ensure compliance with the city's ordinance, approve entertainment district to-go cups, and distribute official participant stickers for approved establishments. Currently, fourteen (14) businesses are fully registered within the district, with one additional business application pending.

One of the biggest highlights of the month was the launch of Crystal River Nights, the City's new concert series initiative. The inaugural April 18, 2026 concert brought an estimated crowd of 1,500 to 2,000 attendees to downtown Crystal River and created an energetic atmosphere for residents, visitors, and local businesses alike. The event generated significant activity throughout the downtown area, with several participating businesses experiencing such strong demand that they depleted their supply of approved Entertainment District cups during the evening. Staff coordinated event logistics, vendor support, entertainment setup, and public safety operations to help ensure a successful kickoff to the new series. The strong turnout and positive community response demonstrated the excitement surrounding expanded entertainment opportunities within the City.

Additionally, City representatives attended the unveiling of the America 250 commemorative signage installed by the Florida Department of Transportation as part of statewide recognition efforts tied to the upcoming 250th anniversary of the United States. The event provided an opportunity for local and regional representatives to gather in support of the national commemoration.

* Further details are listed in the full departmental reports.

# FIRE DEPARTMENT

Fire Department Activities: During the month of April, the Fire Department received 74 calls for service. An average of 2.96 personnel per call and had an average response time of 4.45. CRFD attended First Friday. Fire Cadet training continued at the fire station, as well as overall station training in a total of 370 hours. There were 41 EMS calls and 41 calls for fire incidents and crashes. CRFD Firefighters attend the Primary school for a demo of equipment to the students as well firefighters and fire inspectors visit the Boys & Girls club to speak about fire prevention. CRFD detail for the concert, medical and fire protection. CRFD hosts the start of the law enforcement special Olympic torch run. CRFD Firefighter Colby receives firefighter of the year from the American Legion post 155 in Crystal River.

# FINANCE DEPARTMENT

Attached is the monthly report for the Finance Department as of April 2026. This report represents the seven months for the fiscal year FY2026 – 58.08% of the year has been completed.

General Fund

Operating Revenues for the fiscal year are running in excess of the budget (82.01%); this is primarily due to Ad Valoreum Tax collections. A large volume of Ad Valoreum Tax revenues are received at the beginning of the year and will end in June. As of this date, we have completed 58.08% of the year; however, we have received 92.03% of this main General Fund revenue source (33.95% more). The state revenues are less than budget (47.61% vs 58.08%) to date due to FY2025 year-end accrual reversals. Interest earned in our bank accounts is in line with budget. We received 58.20% of our budgeted interest revenue ($191,703) for the first seven months of FY2026. Overall revenues will continue to be skewed this year due to the return of the $5m bridge loan the City received for Idalia (-52.46%). Management agreed not to utilize these funds and return them.

Operating Expenditures overall are at approximately 27.45% of the budget – 30.63% less than budget. Many departments had paid their annual dues and subscriptions as well as the computer licensing annual costs in October. These one-time annul costs tend to skew the numbers at the beginning of the year. Departments continue to make purchases and repairs planned for their 2026 operations and continue to encumber funds to better assist with the operations of their department. Projected expenditures for FY 2026 are $20,065,208 or $12,213,459 more than the original budget; this is primarily for the rollforwards approved during the November council meeting some Hurricane Idalia & Helene funding.

Marketing/Special Events

Marketing and Special Events are reported as a Special Revenue Find; 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 seven months totaled $100,380. Vendor events fees are billed to each vendor for utilization of City space and utilities as City Events take place throughout the year. The City will begin to collect vendor sponsorships to assist with the cost of City events.

* Further details are listed in the full departmental reports.

The new Crystal River Concert Series program began last month. Management following several months of communication with local businesses billed to date $155,592 for promised sponsorships and received a total of $900 from the vendors. Most of the sponsorship revenues were utilized to issue a purchase order for the purchase of the City's own performance stage since we are currently using the City of Inverness' stage as they graciously have allowed Crystal River to borrow theirs until we receive our own. We anticipate delivery in November 2026. The balance of the funds has been allocated for bands and advertising. This new on-going City event is a way for the City to give back to our local businesses; it is anticipated to bring revenues into the local businesses.

Building – new fund

This fund was established in FY25 to segregate Building and Planning activity separately. The main revenue source for this fund is building permit revenues; they are more than budget to date ($330,193 – 76.27%). Expenditures are running less than budget ($151,294 – 14.86%). It is still early in the year; permits and the offsetting expenditure needs will continue to pick up over the next few months.

Visitor Services - Kings Bay Paddlecraft Program and Park Enforcement Program

Revenues for the year are slightly less than budget (56.14%). Kayak fees are down almost 28.47% and parking meter collections, one of our main sources of revenues for the parks' operations, are up approximately 7.73%. However, parking fines are up almost 61.09%. As the season proceeds, collections in this area will continue as the tourists continue coming to Crystal River.

Expenditures for the year are less than the budget by approximately – 12.67%). Due to the gradual increase in revenues over expenditures, the fund now reflects a positive net position of $77,365 and should gradually increase as the year progresses.

CIP

Revenues in the CIP Fund are low in comparison to the revenues budgeted (21.08%); this is primarily due to the state & local grant funding for projects totaling over $2.3 million which includes City Hall and stormwater analysis. Both the state revenue and the local option gas tax are in line with the budget for this month. The City received the $950,000 insurance settlement last month for the City Hall/Three Sisters building; this will be utilized for the City Hall rebuild.

Capital expenditures for the first seven months are also less than budget (29.70%). The majority spent for this period pertains to the City Hall rebuild and stormwater analysis project. Public Works continue moving forward with the various capital projects for the year and encumbering the funds as the projects are approved.

Water/Sewer

Operating revenues are slightly less than the budget for the month (56.42% vs 58.08%). The only revenues for the first seven months of the year were the utility billings and interest earned at the bank.

Operating expenditures are more than budget (83.04%). The contract with U.S. Water in the amount of $1,786,410 has been encumbered for the year as reflected within the encumbrance (remaining balance is $746,903). Several of the SRF loans for the old sewer expansion projects have been paid to date totaling over $353,338.

Capital Revenues for water and sewer are less than budget (8.96% vs. 58.08%). 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 (3.36% vs 58.08%). There has been very little activity for the first seven months as Public Works in coordination with U.S. Water continue working the capital projects for the year. Staff also continues to work on the sewer expansion projects. Most FY2025 projects were rolled forward into FY2026.

Sanitation

Sanitation revenues are slightly less than budget (57.03% vs. 58.08%). The vendor pays the Franchise fees monthly vs. annually. The $140,000 collection reflects as revenue into the fund, and then a transfer to General Fund; 50.00% of this is the $70,000.

Sanitation expenditures are below budget (42.46%) – 15.62% less than budget.

Three Sisters Refuge

Revenues for the first seven months are over double the budget compared to October - Manatee season began November 15 – 117.68% vs. 58.08%. Operating expenditures are slightly less than the budget for the first seven months (37.02% vs. 58.08%). Three Sisters operations were in their last month of Manatee season in March. Though Manatee season has come to an end, the visitors still continue to come. This fund reflects a positive net position for the first seven months of $575,774; this is anticipated to gradually decrease over the next five months as visitation will most likely decrease over the summer months as the Manatees are not as prevalent during the hotter months. Overall, this fund primarily continues to be self-sufficient.

CRA

Revenues for the first seven months are slightly more than budget (59.96% vs 58.08%. Ad Valoreum Tax was billed to the County this month. The only revenue normally received monthly is interest income; this revenue source is slightly less than budget (54.91” vs 58.08%).

Expenditures for the first seven months is primarily for payroll, land lease, loan payment, and some Riverwalk and Hunter Springs Park expenses. Costs have begun to increase now that the Riverwalk project – Water Phase has started construction; the large encumbrance is for Riverwalk. This project was rolled forward into FY2026 in conjunction with the grant funding.

# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 6.C.**

---

**Requested Motion: Motion to authorize the Mayor to execute the Lease Extension Agreement with the YMCA of the Suncoast for the continued provision of supervised general recreation, summer, and after-school youth programs at 405 SE 7th Avenue.**

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**Summary:**

The purpose of this agenda item is to request City Council approval of a Lease Extension Agreement between the City of Crystal River and the YMCA of the Suncoast for the continued use of the facility located at 405 SE 7th Avenue (LeGrone Park). The original lease agreement, approved in 2021, is scheduled to expire on May 31, 2026. Pursuant to Section 2.2 of the original agreement, the YMCA has exercised its option to renew the lease for an additional five-year term.

The proposed Lease Extension Agreement renews the lease term from June 1, 2026 through May 31, 2031, at a rental rate of $1.00 per year. The YMCA will continue utilizing the premises exclusively for supervised general recreation, summer, and after-school youth programming in accordance with City solicitation 21-RFP-04 and the terms outlined in the original lease agreement.

All other terms and conditions of the original lease shall remain in full force. The continued partnership with the YMCA serves a valid public purpose by providing recreational and youth programming opportunities for the community.

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**Staff Recommendation:**
Staff recommends authorizing the Mayor to execute the Lease Extension Agreement with the YMCA of the Suncoast for the continued provision of supervised general recreation, summer, and after-school youth programs at 405 SE 7th Avenue.

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**ATTACHMENTS:**
Description
YMCA_LEASE_EXTENSION_AGREEMENT.pdf

# LEASE RENEWAL AGREEMENT

This Lease Extension Agreement (the "Agreement") is made and entered into this 26th **day of May, 2026**, by and between City of Crystal River, a Florida municipal corporation ("Landlord"), and Young Men's Christian Association of the Suncoast, Inc., a Florida not-for-profit corporation ("Tenant").

**1. BACKGROUND**

**WHEREAS**, Landlord and Tenant entered into a certain Lease Agreement dated June 1st, 2021 (the "Original Lease") for the real property located at 405 SE 7th Avenue, Crystal River, FL 34429 (the "Premises");

**WHEREAS**, the Original Lease is currently scheduled to expire on May 31st, 2026 (the "Expiration Date");

**WHEREAS**, pursuant to Florida law (including, but not limited to, Section 10, Art. VII of the Florida Constitution), the leased property serves a valid public purpose by allowing the Tenant to provide Supervised General Recreation, Summer, and After School Youth Programs in accordance with City solicitation 21-RFP-04;

**WHEREAS**, Landlord and Tenant desire to extend the term of the Original Lease and modify certain terms and conditions as specifically set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**2. RENEWAL OF TERM**

In accordance with Section 2.2 of the initial Lease Agreement, Tenant has the right to request renewal of the term for two (2) additional terms of five (5) years each and has requested such. Therefore, the term of the Original Lease is hereby renewed for an additional period of 5 years, commencing on June 1st, 2026 and terminating at 5:00 p.m. on May 31st, 2031 (the "Renewal Term").

**3. RENT**

During the Extension Term, Tenant shall pay to Landlord Rent in the amount of $1.00 per year, receipt of which is hereby acknowledged by Landlord.

**4. PUBLIC PURPOSE & COMPLIANCE**

Tenant covenants and agrees to use the Premises exclusively for the purpose of providing supervised general recreation, summer and after-school youth programming in accordance with City solicitation 21-RFP-04 and Section 6 of the Original Lease.

**5. INCORPORATION OF ORIGINAL LEASE**

Except as specifically amended or modified by this Agreement, all terms, conditions, covenants, and provisions of the Original Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Renewal Agreement as of the date first written above.

**LANDLORD:**
City of Crystal River, a Florida Municipal Corporation

_____Date:_____
JOE MEEK, MAYOR

Witness: _____

Print Witness Name: _____

Witness: _____

Print Witness Name: _____

**TENANT:**
YOUNG MEN's CHRISTIAN ASSOCIATION OF THE SUNCOAST, INC., a Florida Not For Profit Corporation

_____Date:_____
By:
Its:

Witness: _____

Print Witness Name: _____

Witness: _____

Print Witness Name: _____

# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 7.A.**

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**Requested Motion: Consideration of an unlisted dissimilar use application to allow a food truck court to be located within the Urban Center 1 Zone at 406 NE 1st Avenue, specifically Parcel ID: 17E18S210070 00090 0030 (Altkey: 1074924), as identified in the records of the Citrus County Property Appraiser. QUASI-JUDICIAL**

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**Summary:**

This application has been submitted by Ensing Properties, LLC, requesting approval of an unlisted dissimilar use to allow a food truck court within the Urban Center 1 Zone at 406 NE 1st Avenue, pursuant to Section 5.b.(3) of the City of Crystal River Community Development Code (CDC).

The applicant proposes developing the 0.23-acre parcel as a food truck court consisting of five (5) designated food truck pads. Each pad will be equipped with water, sewer, and electrical connections. The site will also include a 1,120-square-foot covered pavilion containing restroom facilities, storage space, and shaded seating areas for patrons.

Pursuant to Section 5.b.(3), when a proposed use is not listed and cannot be interpreted as similar, it may only be considered through the Unlisted Dissimilar Use process, which requires review by the Planning Commission and approval by the City Council. This process allows the City to evaluate the appropriateness of the proposed use based on its form, intensity, site design, and operational characteristics, and to determine whether it can be accommodated in a manner that ensures compatibility with surrounding uses and the established development pattern.

On May 7, 2026, the Planning Commission recommended this item for approval 7-0 with staff's recommendations with additional fencing requirements along NE 4th Street, the requirement to secure the pavilion when not in use, and the requirement that lighting be maintained from dusk to dawn.

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**Staff Recommendation:**
Conduct a public hearing for this unlisted dissimilar use application, and, if approved, authorize the Mayor to execute the Order.

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**ATTACHMENTS:**
Description
Order
Staff Report
PowerPoint
Food Truck Court Plans
Food Truck Court Application Narrative

CITY OF CRYSTAL RIVER, FLORIDA
CITY COUNCIL

Ensing Properties, LLC
P.O. Box 995
Crystal River, Florida 34423
Petitioners

**UNLISTED DISSIMILAR USE PETITION PDU25-0004**

ORDER

In accordance with Appendix A, Community Development Code, of the Code of Ordinances of the City of Crystal River, Florida ("the CDC"), this cause was presented for quasi-judicial public hearing before the Planning Commission of the City of Crystal River, Florida on May 7, 2026, for recommendation and the City Council of the City of Crystal River, Florida for final determination on May 26, 2026; after public notice provided pursuant to Section 8 of the CDC where this petition was heard, testimony under oath was heard, evidence was received, and staff's recommendation was considered.

In accordance with Section 5.b.(3), the City Council of the City of Crystal River, Florida, issues the following order:

ORDERED:

That by a vote of 7 - 0, this Unlisted Dissimilar Use Petition PDU26-0004 to allow for a food truck court, substantially similar to the site plan shown in Exhibit "B" to be located within the Urban Center (UC-1) Zone at 406 NE 1st Avenue, specifically parcel 17E18S210070 00090 0030, as identified in the records of the Citrus County Property Appraiser and described in Exhibit "A", pursuant to Section 5.b.(3) *Unlisted Dissimilar Use*, of the CDC, is GRANTED.

This approval is for the development of a food truck court, substantially similar to Exhibit "B", made with the following conditions:

1. An 8-foot buffer on the western property line will be installed in addition to the landscaping shown on the provided plan, consisting of:
   - One (1) canopy tree per 60 linear feet
   - One (1) understory tree or three (3) palms per 60 linear feet
   - A continuous hedge (minimum 2 feet in height at installation)
2. The use shall be limited to a maximum of five (5) food trucks at any given time.
3. Hours of operation shall be established and adhered to.
4. The applicant shall provide on-site management responsible for day-to-day operations, vendor compliance, and site maintenance.
5. A centralized waste and grease management plan shall be implemented and maintained.
6. All lighting shall be shielded and directed downward to minimize impacts on adjacent properties.
7. Any music associated with the use shall comply with all applicable provisions of the City of Crystal River Code of Ordinances regulating noise, including established sound level limits and time restrictions.
8. A fence is required along NE 4th Street, not to exceed 4 feet in height.
9. The pavilion shall be secured during hours when it is not in use.
10. Lighting shall be maintained from dusk to dawn.

DONE AND ORDERED this day of May 26, 2026, in Crystal River, Citrus County, Florida.

_____
Joe Meek, Mayor

**STATE OF FLORIDA**
**COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me this _____ day of _____,

2026 by _____, who is personally known to me.

_____ (SEAL)
Notary Public

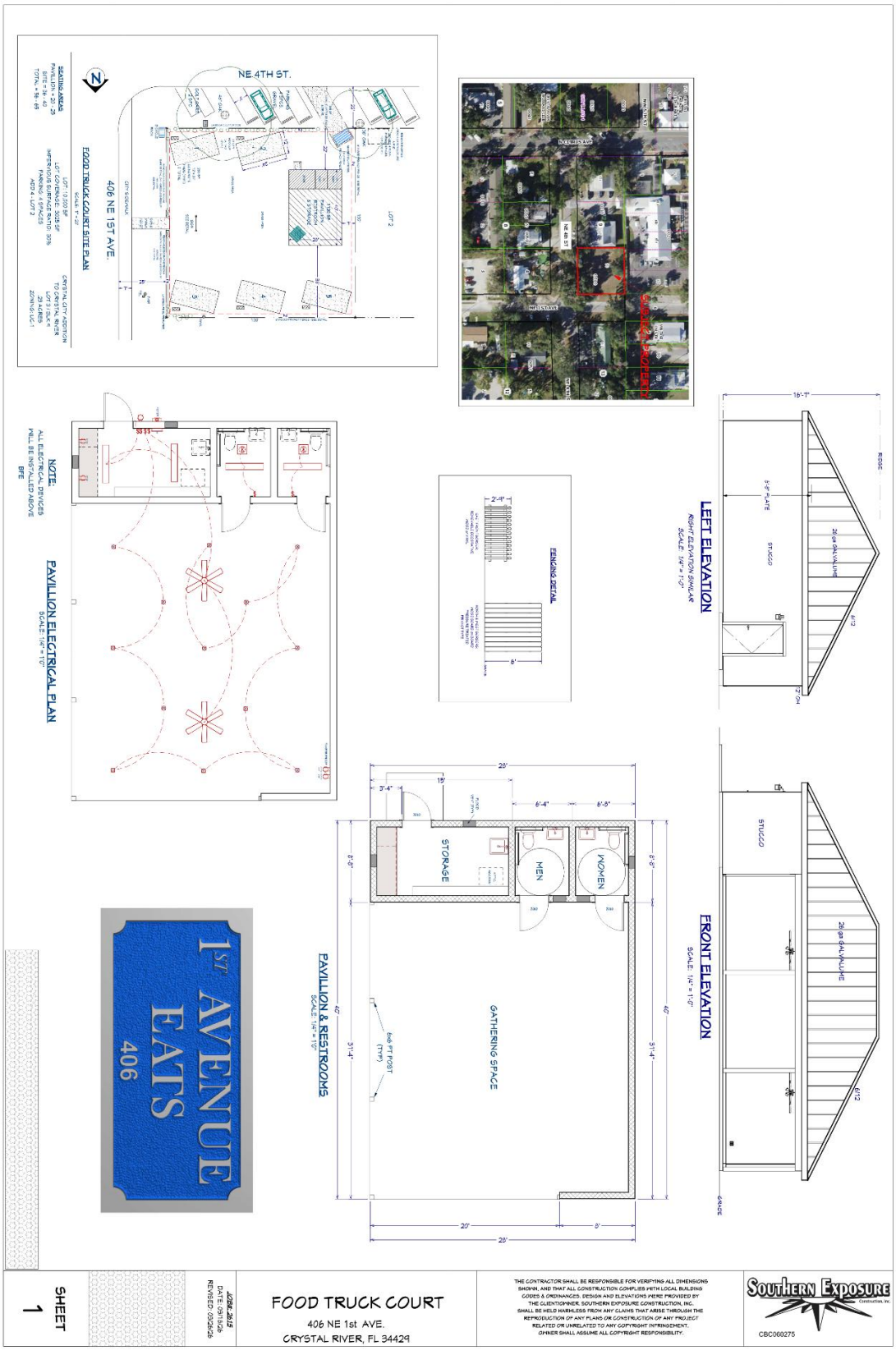
**Exhibit "A"**
**Property Description**

For real property lying in Section 21, Township 18 South, Range 17 East, Citrus County, Florida, specifically a part of Parcel ID: 17E18S210070 00090 0030 (ALT KEY 1074924) as identified in the records of the Citrus County Property Appraiser, more particularly described as follows:

Lot 3, Block 9, Crystal City Addition to Crystal River, according to plat thereof as recorded in Plat Book 1, Page 25, of the Public Records of Citrus County, Florida.



**Exhibit "B"**
**Site Plan**



# CITY OF CRYSTAL RIVER

## STAFF REPORT

Growth Management Department

| | |
|---|---|
| **MEETING DATES:** | Planning Commission: May 7, 2026, at 5:30 p.m.<br>City Council Public Hearing: May 26, 2026, at 5:30 p.m. |
| **DISSIMILAR USE APPLICATION PDU26-0004 – Ensing Properties, LLC** | |
| **UNLISTED DISSIMILAR USE REQUESTED:** | An unlisted dissimilar use of the City of Crystal River Community Development Code (CDC) pursuant to Section 5. b. (3) to allow for a food truck court to be located within the Urban Center 1 (UC-1) Zone, at 406 NE 1st Ave. |
| **SUBJECT PROPERTY:** | Section 21, Township 18 South, Range 17 East; specifically, Parcel ID: 17E18S210070 00090 0030 (Altkey: 1074924) as identified in the records of the Citrus County Property Appraiser, and which address is 406 NE 1st Ave, Crystal River, Florida. A complete legal description of the property is on file with the Growth Management Department. |
| **ACREAGE:** | Approximately 0.23 acres (10,014 square feet) |
| **ZONING DISTRICT:** | Urban Center 1 (UC-1) |
| **FLOOD ZONE:** | According to the Flood Insurance Rate Map (FIRM), the subject property is in Flood Zone AE with a Base Flood Elevation (BFE) of 11 feet, as found on FIRM Panel Number 12017C0189E. (Effective date: January 15, 2021) |
| **SURROUNDING AREA:** | North – Urban Center 1 (Norton's Riverside Sports Bar and Grill)<br>South – Across NE 4th Street, Urban Center 1 (Hunter Springs Kayaks)<br>East – Across NE 1st Ave, Urban Center 1 (Land and Title of Citrus County)<br>West – Urban Center 1 (Multifamily Residential) |
| **PREPARED BY:** | Carly Hanson and Heather Lacey, Growth Management Department |

**BACKGROUND:**

This application has been submitted by Ensing Properties, LLC, requesting approval of an unlisted dissimilar use to allow a food truck court within the Urban Center 1 (UC-1) zoning district, pursuant to Section 5.b.(3) of the City of Crystal River Community Development Code (CDC). The subject property, 406 NE 1st Avenue, is located at the northwest corner of the intersection of NE 1st Avenue and NE 4th Street. The parcel is currently vacant, and the surrounding area is characterized by a mix of commercial and residential uses, along with other vacant properties.

On January 23, 2023, the City Council considered a Land Development Code Text Amendment that would have established food truck courts as a supplemental use within the Highway Commercial and Commercial Waterfront zoning districts (areas now designated as Urban Center 1). The City Council denied that request by a 3–2 vote. As a result, a related application (PZSU-0001) submitted by Mr. Ensing to allow a mobile food court at this location was withdrawn, as the use was not permitted without the adoption of the text amendment. However, PZSU-0001 was recommended for approval (6-0) by the Planning Commission on November 6, 2022.

Under the current Community Development Code, food truck courts are not identified as either a permitted or conditional use within Table 5.1, "Uses by Zone," nor can the proposed use be reasonably interpreted as similar in nature and impact to any listed permitted use.

Pursuant to Section 5.b.(3), when a proposed use is not listed and cannot be interpreted as similar, it may only be considered through the Unlisted Dissimilar Use process, which requires review by the Planning Commission and approval by the City Council. This process allows the City to evaluate the appropriateness of the proposed use based on its form, intensity, site design, and operational characteristics, and to determine whether it can be accommodated in a manner that ensures compatibility with surrounding uses and the established development pattern.

**THE APPLICANT'S REQUEST:**

The applicant proposes developing the 0.23-acre parcel as a food truck court consisting of five (5) designated food truck pads. Each pad will be equipped with water, sewer, and electrical connections. The site will also include a 1,120-square-foot covered pavilion containing restroom facilities, storage space, and shaded seating areas for patrons.

One food truck is proposed to operate as an "anchor" tenant to provide a consistent on-site presence and oversight of daily activities. The development is designed in a traditional "cracker-style" architectural theme and is intended to comply with all applicable standards of the Crystal River Community Redevelopment Agency (CRA)

The applicant intends to create a small-scale, pedestrian-oriented gathering space that supports local entrepreneurship, activates a currently vacant parcel, and contributes to the vibrancy of the downtown area for both residents and visitors.

**ANALYSIS:**

**Site Plan**

The submitted site plan reflects a low-intensity, open-air development pattern consisting of a pavilion structure, five (5) food truck pads, and a grass area. The proposed shared dumpster arrangement with the adjacent properties under common ownership reduces site clutter and supports efficient waste management.

The proposal reflects a scale and intensity that is generally consistent with the surrounding mixed-use development pattern and represents a lower-impact alternative to more intensive commercial uses permitted in the district.

However, staff notes that food truck courts can function operationally as high-activity food service uses, particularly during peak hours or special events. Without appropriate controls, this type of use may generate impacts beyond what is typically associated with the limited structural footprint shown on the site plan.

To address this, staff recommends that site intensity be limited through conditions, including a cap on the number of vendors and the requirement for on-site management.

**Parking**

The applicant proposes to rely in part on on-street parking along NE 4th Street while promoting walkability through the inclusion of bicycle parking and designated golf cart spaces.

The site plan provides four (4) standard parking spaces and two (2) golf cart spaces. For comparable retail, service, and amusement uses, Table 5.4 requires two (2) spaces per 1,000 square feet. Staff recognizes that the traditional parking calculation may not accurately describe the parking needs of the site.

Staff acknowledges that food truck courts may generate parking demand that exceeds typical calculations, due to turnover rates and peak-hour clustering. This concern was raised in the prior application and remains a relevant consideration.

However, with the four (4) standard parking spaces, two (2) golf cart spaces, a bicycle rack, and close proximity to various existing public parking resources, parking is considered adequately managed. The site's downtown location, combined with bicycle and golf cart accommodations, supports multimodal access and reduces reliance on vehicular trips.

**Landscaping**

The applicant proposes perimeter fencing and enhanced streetscape landscaping and acknowledges that final plans will comply with City standards.

The proposed combination of privacy fencing and decorative frontage treatment provides an appropriate transition between adjacent uses while maintaining visibility and accessibility.

Given the adjacent multifamily residential use to the west, impacts such as noise, lighting, and activity levels could adversely affect nearby residents. Staff recommends additionally buffering along this property line in consideration of these potential conflicts.

**Signage**

The Applicant proposes one (1) sign on the site plan. All signage will be subject to separate review and approval to ensure consistency with Section 11 of the Community Development Code.

**IMPACT MITIGATION STRATEGIES:**

The proposed food truck court has the potential to operate in a manner that is compatible with surrounding properties; however, this is highly dependent on operational controls and site management practices.

Several factors support compatibility:

- Common Ownership of Adjacent Parcels: The applicant owns multiple surrounding properties, including the adjacent residential development and nearby commercial uses. This provides a higher level of control over site operations and compatibility than is typically present in similar requests.
- Scale and Design: The open-air, low-density design results in fewer structural impacts, a reduction in trip generation compared to traditional restaurants or other higher intensity commercial development, and limits long-term physical intensity on the site.
- Operational Oversight: Anchor tenant and centralized management improve accountability.

However, staff recognizes that food truck courts can introduce site-specific impacts, including:

- Noise and extended hours of activity
- Increased solid waste and grease disposal needs
- Lighting impacts on adjacent residential uses
- Periodic parking congestion

To address these considerations, staff recommends the following operational strategies be formalized as conditions of approval:

- Establishment of defined hours of operation
- Requirement for on-site management responsible for daily operations: The inclusion of an anchor vendor and on-site management improves accountability and ensures that potential nuisances such as noise, waste, or hours of operation can be effectively controlled.
- Implementation of a centralized waste and grease management plan
- Compliance with noise and lighting standards to protect adjacent residential uses

**CRYSTAL RIVER COMPREHENSIVE PLAN:**

Pursuant to the City of Crystal River Comprehensive Plan, the following findings demonstrate that the proposed unlisted dissimilar use for a food truck court is consistent with the applicable Goals, Objectives, and Policies of the Future Land Use Element:

**Goal 1:** Coordinate Land Use with the Availability of Public Facilities and Services

**Objective 1.1:** Ensure that development occurs in areas where adequate public facilities are available or can be provided concurrent with development.

**Policy 1.1.1:** Direct development to areas served by existing infrastructure and public services.

> **Finding:**
> The subject property is located within the City's established urban area and within the Community Redevelopment Area (CRA), where potable water, sanitary sewer, roadway access, and public services are readily available. The proposed food truck court represents infill development on a vacant parcel, thereby maximizing the use of existing infrastructure and avoiding the extension of services into undeveloped areas.
>
> Due to its low-intensity, small-scale, and open-air design, the proposed use is not anticipated to degrade public facilities. As such, the request is consistent with Goal 1, Objective 1.1, and Policy 1.1.1.

**Objective 1.2:** Promote Redevelopment and Revitalization within the Community Redevelopment Area (CRA)

**Policy 1.2.1:** Encourage redevelopment and infill development within the CRA to support economic vitality and efficient land use patterns.

**Policy 1.2.2:** Promote development patterns that enhance the visual character of the area and reinforce a distinct community identity.

**Policy 1.2.3:** Encourage a mix of compatible uses and pedestrian-oriented development within the downtown area.

**Finding:**
The subject site is located within the CRA and is currently vacant. The proposed development will activate an underutilized parcel, directly advancing redevelopment and revitalization objectives.

The food truck court contributes to economic vitality by supporting small-scale entrepreneurial activity and increasing downtown visitation. The inclusion of a pavilion, outdoor seating, and pedestrian-oriented design elements promotes an active streetscape and walkable environment, consistent with CRA redevelopment goals.

Furthermore, the incorporation of "cracker-style" architecture ensures that the development reinforces the City's historic character and visual identity. The proposed use also complements the surrounding residential and commercial uses, supporting a compatible mixed-use, pedestrian-oriented environment.

Accordingly, the proposal is consistent with Objective 1.2 and Policies 1.2.1 through 1.2.3.

**Goal 2:** Promote a Balanced and Well-Planned Community

**Objective 2.8:** Ensure that all development is consistent with the Comprehensive Plan and Land Development Regulations.

**Finding:**
Although food truck courts are not specifically identified within the Comprehensive Plan or listed in the Community Development Code, the proposed use has been evaluated through the Unlisted Dissimilar Use process, which is intended to ensure that new or innovative land uses are reviewed for consistency with adopted planning policies.

The proposed use represents a low-impact, flexible development model that supports economic activity while maintaining compatibility with surrounding uses. The design, scale, and operational characteristics demonstrate consistency with the broader planning framework and intent of the Comprehensive Plan.

Therefore, the request satisfies Objective 2.8.

**Goal 3:** Maintain and Enhance Community Character through Compatible Land Use Patterns

**Objective 3.1:** Preserve, protect, and improve the character of the City through compatibility standards and innovative development approaches.

**Policy 3.1.1:** Encourage development that is compatible in scale, intensity, and design with surrounding uses.

**Policy 3.1.2:** Support innovative land development techniques that promote mixed-use and clustered development patterns.

**Finding:**
The proposed food truck court is compatible in scale and intensity with the surrounding area, which consists of a mix of residential, commercial, and vacant properties. The open-air design, limited structural footprint, and controlled operational framework reduce the potential for adverse impacts typically associated with more intensive commercial uses.

The project represents an innovative and flexible development model that supports a form of mixed-use activity by integrating dining, recreation, and social gathering within a single site. This approach aligns with the City's policy direction to encourage creative and adaptable land use strategies.

Additionally, the applicant's ownership of adjacent properties and commitment to on-site management further ensure ongoing compatibility and operational control.

As such, the proposal is consistent with Goal 3, Objective 3.1, and Policies 3.1.1 and 3.1.2.

**SUMMARY OF PUBLIC COMMENTS:**

No public comments have been received as of the writing of this staff report.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Unlisted Dissimilar Use request to allow a food truck court on the subject property, substantially similar to the site plan provided with the application, subject to the following conditions:

1. An 8-foot buffer on the western property line will be installed in addition to the landscaping shown on the provided plan, consisting of:
   - One (1) canopy tree per 60 linear feet
   - One (1) understory tree or three (3) palms per 60 linear feet
   - A continuous hedge (minimum 2 feet in height at installation)
2. The use shall be limited to a maximum of five (5) food trucks at any given time.
3. Hours of operation shall be established and adhered to.
4. The applicant shall provide on-site management responsible for day-to-day operations, vendor compliance, and site maintenance.
5. A centralized waste and grease management plan shall be implemented and maintained.
6. All lighting shall be shielded and directed downward to minimize impacts on adjacent properties.
7. Any music associated with the use shall comply with all applicable provisions of the City of Crystal River Code of Ordinances regulating noise, including established sound level limits and time restrictions.

With these conditions, staff finds that the proposed use and a site plan substantially similar to the application provided addresses prior concerns related to parking, intensity, and compatibility, and can operate in a manner consistent with the Community Development Code.

**PLANNING COMMISSION RECOMMENDATION:**

On May 7, 2026, the Planning Commission recommended this item for approval 7-0 with staff's recommendations and the following additions:

1. Required fencing along NE 4th Street, not to exceed 4 feet in height.
2. The pavilion shall be secured during hours when it is not in use.
3. Lighting shall be maintained from dusk to dawn.

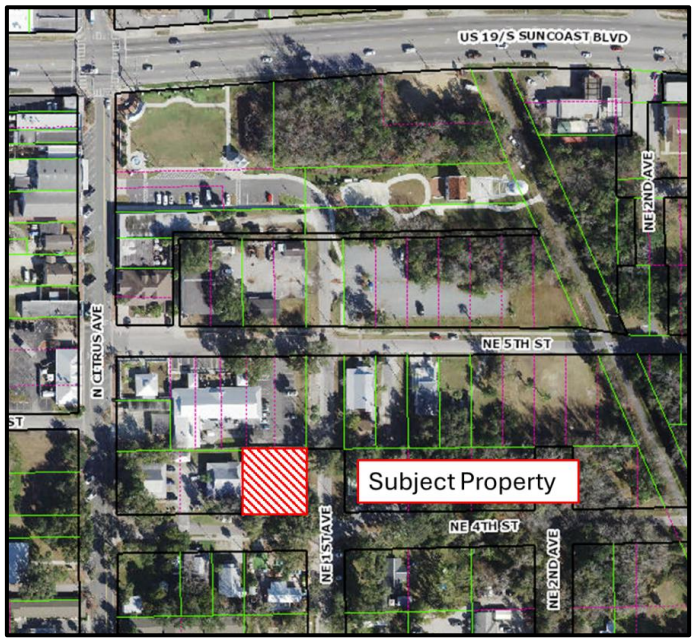
**PDU26-0004 - Unlisted Dissimilar**

**406 NE 1st Avenue - Food Truck Court**

Ensing Properties, LLC

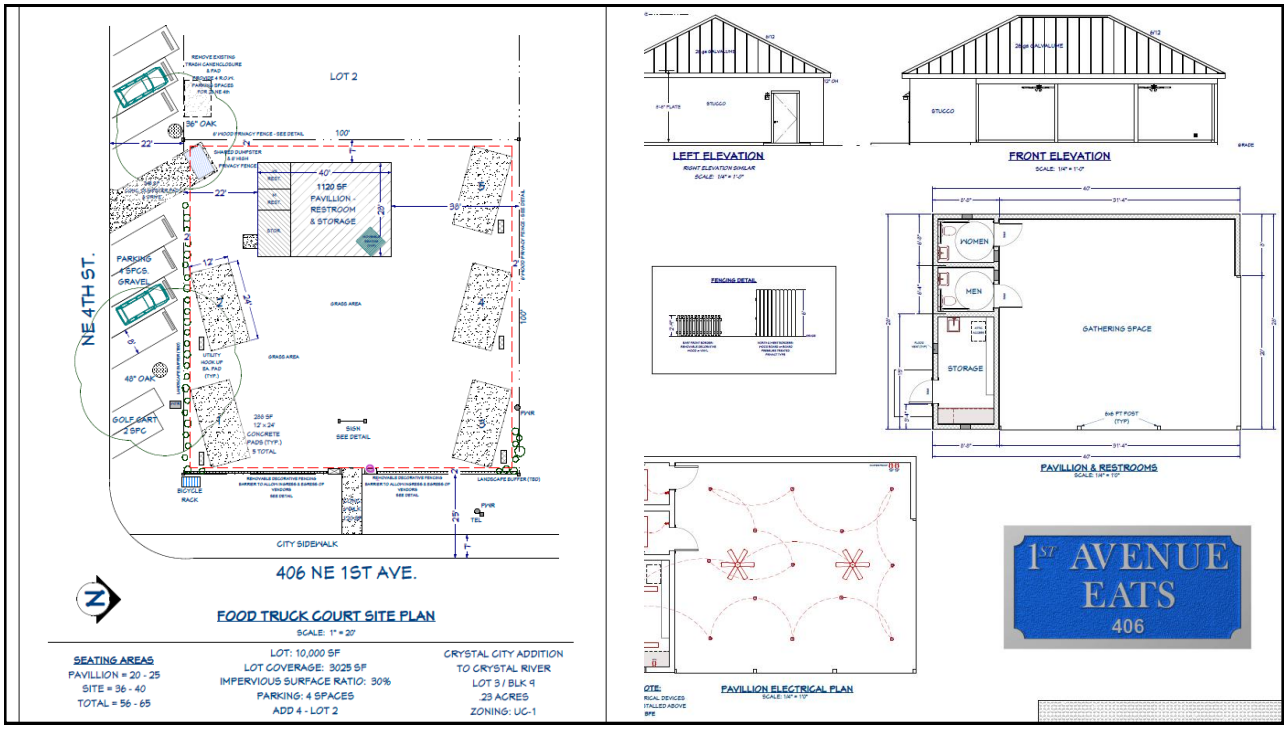
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3

# Staff Analysis

- Site Plan
  - Scale and Intensity are generally consistent with the surrounding mixed-use development pattern
  - Lower-impact alternative to more intensive commercial uses permitted in the district
    - Recommends limit to five (5) food truck vendors
    - Require on-site management
- Parking
  - Proposed 4 traditional parking spaces and 2 golf cart spaces with bicycle accommodations
    - Downtown location, proximity to public parking, golf cart parking, and bicycle accommodations support multimodal access and reduce reliance on vehicular trips

4

4




5

5

# Staff Analysis

- Landscaping
  - Perimeter fencing and 2-foot landscape buffer proposed
    - Staff recommends additional buffering between the proposed use and the residential area to the west
    - Lighting and sound shall meet the City's requirements
- Signage
  - One (1) sign is proposed
    - Will be required to meet the City's requirements.

6

6

# Impact Mitigation Strategies

- Several factors support compatibility:
  - Common Ownership of Adjacent Parcels: The applicant owns multiple surrounding properties, including the adjacent residential development and nearby commercial uses. This provides a higher level of control over site operations and compatibility than is typically present in similar requests.
  - Scale and Design: The open-air, low-density design results in fewer structural impacts, a reduction in trip generation compared to traditional restaurants or other higher intensity commercial development, and limits long-term physical intensity on the site.
  - Operational Oversight: Anchor tenant and centralized management improve accountability.

7

7

# Impact Mitigation Strategies

- However, staff recognizes that food truck courts can introduce site-specific impacts, including:
  - Noise and extended hours of activity
  - Increased solid waste and grease disposal needs
  - Lighting impacts on adjacent residential uses
  - Periodic parking congestion

8

8

# Impact Mitigation Strategies

- To address these considerations, staff recommends the following operational strategies be formalized as conditions of approval:
  - Establishment of defined hours of operation
  - Requirement for on-site management responsible for daily operations: The inclusion of an anchor vendor and on-site management improves accountability and ensures that potential nuisances such as noise, waste, or hours of operation can be effectively controlled.
  - Implementation of a centralized waste and grease management plan
  - Compliance with noise and lighting standards to protect adjacent residential uses

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11

## Staff Recommendations

- Staff recommends approval of the Unlisted Dissimilar Use request to allow a food truck court on the subject property, substantially similar to the site plan provided with the application, subject to the following conditions:
  - An 8-foot perimeter buffer on the western property line will be installed in addition to the landscaping shown on the provided plan, consisting of:
    - One (1) canopy tree per 60 linear feet
    - One (1) understory tree or three (3) palms per 60 linear feet
    - A continuous hedge (minimum 2 feet in height at installation)

12

12

# Staff Recommendations

- The use shall be limited to a maximum of five (5) food trucks at any given time.
- Hours of operation shall be established and adhered to.
- The applicant shall provide on-site management responsible for day-to-day operations, vendor compliance, and site maintenance.
- A centralized waste and grease management plan shall be implemented and maintained.
- All lighting shall be shielded and directed downward to minimize impacts on adjacent properties.
- Any music associated with the use shall comply with all applicable provisions of the City of Crystal River Code of Ordinances regulating noise, including established sound level limits and time restrictions.

13

13

# Planning Commission Recommendations

- On May 7, 2026, the Planning Commission recommended this item for approval 7-0 with staff's recommendations and the following additions:
  - Required fencing along NE 4th Street, not to exceed 4 feet in height.
  - The pavilion shall be secured during hours when it is not in use.
  - Lighting shall be maintained from dusk to dawn.

14

14

# QUESTIONS?

**PDU26-0004 - Unlisted Dissimilar**

**406 NE 1st Avenue - Food Truck Court**

Ensing Properties, LLC

15



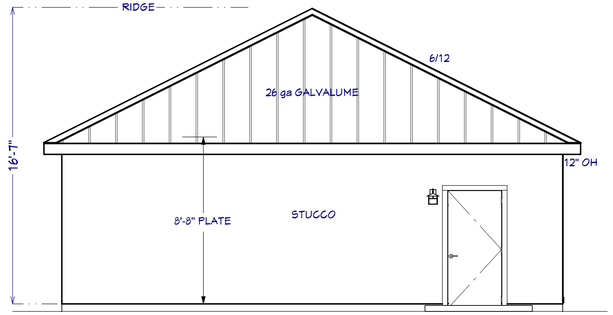
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16



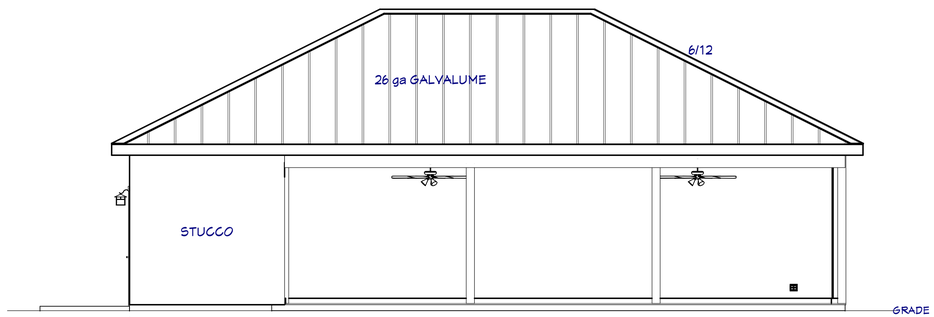

17

17




## LEFT ELEVATION

*RIGHT ELEVATION SIMILAR*
*SCALE: 1/4" = 1'-0"*

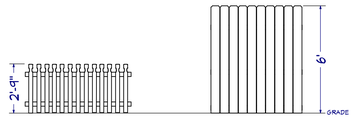


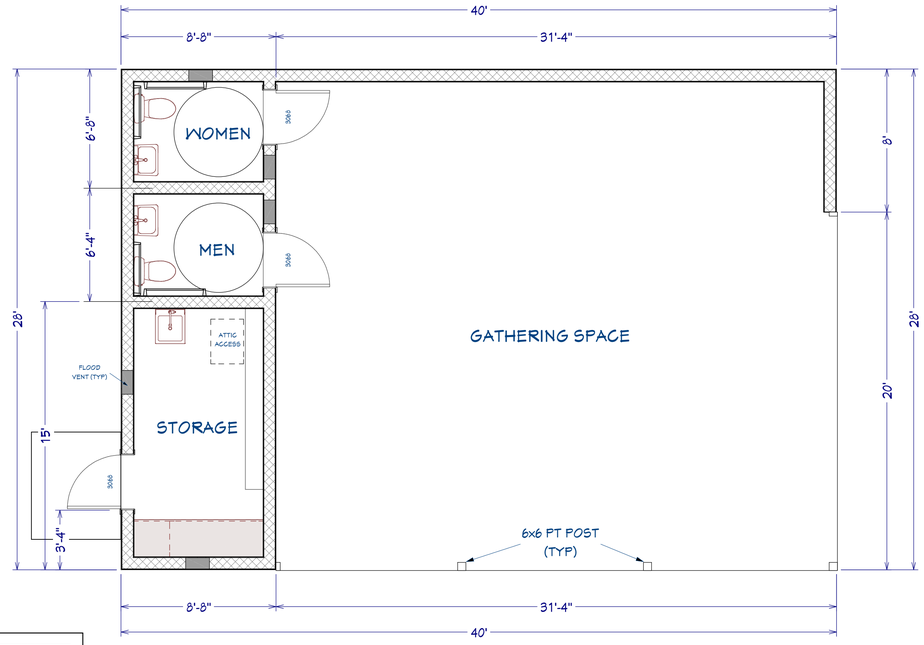

## FRONT ELEVATION

SCALE: 1/4" = 1'-0"



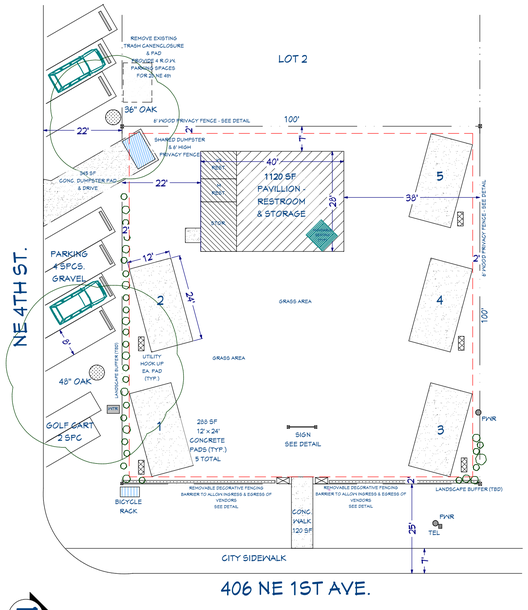

### FENCING DETAIL




## PAVILLION & RESTROOMS

SCALE: 1/4" = 1'0"



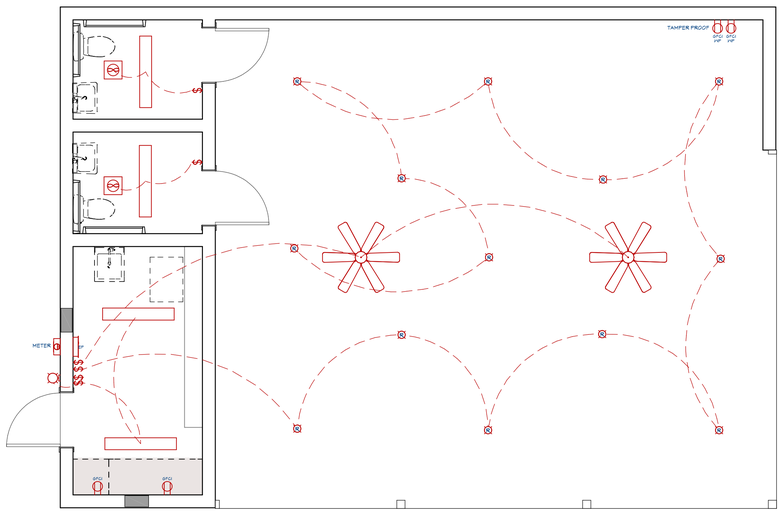

## FOOD TRUCK COURT SITE PLAN

SCALE: 1" = 20'

**SEATING AREAS**
PAVILLION = 20 - 25
SITE = 36 - 40
TOTAL = 56 - 65

LOT: 10,000 SF
LOT COVERAGE: 3025 SF
IMPERVIOUS SURFACE RATIO: 30%
PARKING: 4 SPACES
ADD 4 - LOT 2

CRYSTAL CITY ADDITION
TO CRYSTAL RIVER
LOT 3 / BLK 9
.23 ACRES
ZONING: UC-1




**NOTE:**
ALL ELECTRICAL DEVICES WILL BE INSTALLED ABOVE BFE

## PAVILLION ELECTRICAL PLAN

SCALE: 1/4" = 1'0"

1ST AVENUE EATS
406

SOUTHERN EXPOSURE Construction, Inc.
CBC060275

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS SHOWN, AND THAT ALL CONSTRUCTION COMPLIES WITH LOCAL BUILDING CODES & ORDINANCES. DESIGN AND ELEVATIONS WERE PROVIDED BY THE CLIENT/OWNER. SOUTHERN EXPOSURE CONSTRUCTION, INC. SHALL BE HELD HARMLESS FROM ANY CLAIMS THAT ARISE THROUGH THE REPRODUCTION OF ANY PLANS OR CONSTRUCTION OF ANY PROJECT RELATED OR UNRELATED TO ANY COPYRIGHT INFRINGEMENT. OWNER SHALL ASSUME ALL COPYRIGHT RESPONSIBILITY.

# FOOD TRUCK COURT

406 NE 1st AVE.
CRYSTAL RIVER, FL 34429

JOB#: 2615
DATE: 03/18/26
REVISED: 03/26/26

SHEET
1

# Food Truck Court

Property Location: ***406 NE 1st Ave., Crystal River – Corner of 1st Ave. & 4th St.***

The goal is to construct a food truck court with 5 pads for food trucks. Each site will have water, sewer & electric hook up. The spaces will be leased for a pre-determined length of time and some food trucks will rotate. At least 1 vendor will be an "Anchor" and responsible for on-site supervision. A covered pavilion with male & female ADA accessible restrooms as well as a small storage room will be constructed to the rear of the property. The pavilion will serve as a gathering, socializing & eating, a public restroom and storage for cleaning & maintenance, on site dumpster/trash facility. The site will be lit in a festive way and be maintained with on-site employees.

Hours of operation at this time shall be:

Partial Vendors: At least one vendor may open and operate early to provide breakfast/coffee items for those traveling to Hunter's Spring and early tour operations. 8 am.

General Hours*: Tuesday – Saturday 10 am – 10 pm

Reduced Hours: Sunday & Monday 11 am – 6 pm

*Festivals and Holidays may reduce or extend hours

The design & construction of the buildings will be "cracker style" and meet the color and construction requirements of the CRA. The perimeter will be fenced on 2 sides, and the street sides will be beautifully landscaped with buffers to enhance the site. Final landscape buffer plans will meet the City's standards. There is a significant "grandfather oak" on the easement adjacent to 4th St. The site will have minimal "impervious surface" and constructed to resist flood and storm impacts.

Mechanical equipment on the R.O.W. side of the property will be screened in a manner that minimizes visual impact but still provides for aspects such as repair and/or replacement.

The Vendors will be thoughtfully chosen. Each Vendor will be screened for a good fit, based on the quality of their equipment and food. Trucks and trailers will be clean and maintained. All Vendors will be properly licensed with State and Local authorities. This WILL NOT be a carnival atmosphere but a tastefully designed project enhancing food and entertainment choices.

Although some on-street parking will be provided in the R.O.W., a bicycle rack and golf-cart parking will be provided to minimize large vehicles and promote bicycling and walking.

Our aim is to minimize the commercial element of the project and create a "community" type space that will both look beautiful and inviting as well as provide a park like setting for local citizens and folks traveling from other areas and visiting the local attractions in Crystal River and to encourage them to linger longer in the downtown. The restrooms & facilities will be open to the public. The project will make a significant investment into the "sticks & bricks" aspect of the city thereby creating an equal footing with conventional restaurants & businesses.

It is a fact that food trucks/trailers are very popular and provide an excellent draw to any urban space while minimizing environmental impact. This "Flood Resilient" project will allow a quick recovery for the downtown in the event of a storm. We also see the benefits that food trucks/trailers provide to cities with vacant buildings as many entrepreneurs who wish to start a restaurant start on a smaller level such as this to test their food and recipes. If successful many will go on to open stand alone restaurants. These are known as business incubators. In addition, we know that open air restaurants and seating are becoming the new normal due to the COVID pandemic. With the ever-increasing number of visitors to Crystal River and the enhancements and improvements to the downtown there must be more places to entice people to stay longer and spend money.

Ensing Properties, LLC & Southern Exposure Construction, Inc. have made significant investments in the City of Crystal River since 1999 and have taken many derelict and disheveled properties and developed them into viable properties in the downtown. We have helped increase the tax base of the city by improving the properties and bringing in both commercial and residential tenants. Our improvements on 4th Street alone have perfectly aligned with the City's vision for the downtown and brought many tourists and residents to the downtown from all over Florida, the US & Abroad. We are proud of what we have done downtown and want to continue that tradition with this outstanding project. We wish to further partner with the residents and the City of Crystal River and continue our "good neighbor" tradition.

Chris A. Ensing



Ensing Properties, LLC / Southern Exposure Construction, Inc.

# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 8.A.**

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**Requested Motion: Introduction of Ordinance 26-O-08 (PZT26-0001) for a text amendment to the Community Development Code amending Section 6.E., Fences, to remove a portion of subsection (17) requiring a semi-transparent lattice, trellis, or similar feature for the top sixteen (16) inches or more on vinyl fencing and adding language to authorize administrative approval of deviations from fence regulations.**

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**Summary:**
The City of Crystal River is proposing an amendment to Section 6 of the Community Development Code, which regulates landscaping and associated standards. Since adoption of the Code, Staff have experienced recurring challenges in the application and enforcement of fence regulations within this Section, particularly related to vinyl fence design requirements, fence height limitations, and placement standards.
The intent of this Zoning Text Amendment is to remove provisions that may be unnecessarily burdensome, such as the requirement for decorative lattice on vinyl fencing, while maintaining the overall objectives of safety, visibility, and neighborhood compatibility. In addition, the amendment establishes an administrative adjustment process that authorizes the Growth Management Director, or designee, to approve deviations from the fence regulations where strict application of the Code would result in impractical or unreasonable limitations due to site-specific conditions.
This approach is intended to provide flexibility in addressing unique property configurations, reduce the need for formal variance requests, and ensure decisions remain consistent with the intent of the Code while being documented and supported by clear findings. Appeals of administrative decisions will be processed in accordance with the City's variance procedures, with final determination by the Planning Commission.

Staff is working on modifications to the attached Ordinance based on recommendations from the Planning Commission.

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**Staff Recommendation:**
Introduction of Ordinance 26-O-08, and schedule a public hearing for June 8, 2026, at 5:30 p.m.

---

**Ordinance:**
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 6. E, FENCES, TO REMOVE A PROTION OF SUBSECTION (17) REQUIRING A SEMI-TRANSPARENT LATTICE, TRELLIS, OR SIMILAR FEATURE FOR THE TOP SIXTEEN (16) INCHES OR MORE ON VINYL FENCING AND ADDING LANGUAGE TO AUTHORIZE ADMINISTRATIVE APPROVAL OF DEVIATION FROM FENCE REGULATIONS; 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.

**ATTACHMENTS:**
Description
Draft Ordinance 26-O-08

**ORDINANCE NO. 26-O-08**

**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 6. E, FENCES, TO REMOVE A PROTION OF SUBSECTION (17) REQUIRING A SEMI-TRANSPARENT LATTICE, TRELLIS, OR SIMILAR FEATURE FOR THE TOP SIXTEEN (16) INCHES OR MORE ON VINYL FENCING AND ADDING LANGUAGE TO AUTHORIZE ADMINISTRATIVE APPROVAL OF DEVIATION FROM FENCE REGULATIONS; 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 6. E, Fences by removing a portion of Subsection (17) requiring a semi-transparent lattice, trellis, or similar feature for the top (16) inches or more on vinyl fencing and adding language to authorize administrative approval of deviation of fence regulations.

**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 6. E, Fences by removing a portion of Subsection (17) requiring a semi-transparent lattice, trellis, or similar feature for the top (16) inches or more on vinyl fencing and adding language to authorize administrative approval of deviation of fence regulations, 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.

**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 _____ 2026.

**ADOPTED** on Second Reading after due public notice and public hearing held on the _____ day of _____ 2026.

**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: _____

Hastings: _____

Satchell: _____

**EXHIBIT "A"**

# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 9.A.**

---

**Requested Motion: 579 Crystal River LP- First Amendment to Settlement Agreement**

---

**ATTACHMENTS:**
Description
579 - First Amendment to Settlement Agreement RWB Rev3.docx

# FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is entered into and effective as of the 11th day of May, 2026 (notwithstanding execution on a different date), by and among CITY OF CRYSTAL RIVER, a Florida municipal corporation ("City") and 579 CRYSTAL RIVER LP, a Florida Limited Partnership ("Builder").

The City and Builder are sometimes individually referred to herein as a "Party" and collectively as the "Parties." Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

**WHEREAS:**

A. On June 9, 2025, the Parties and 579 SE U.S. 19, LLC, a Florida limited liability company, entered into that certain Settlement Agreement (the "Agreement"), which sets forth the respective rights and obligations of the Parties with respect to the redevelopment of the Property.

B. On or about July 1, 2025, the Property[1] was conveyed from 579 SE U.S. 19, LLC, a Florida limited liability company to Builder pursuant to the Quitclaim Deed recorded in Official Records Book 3584, Page 1627, Public Records of Citrus County, Florida.

C. The Parties acknowledge and agree that, as of the date of this Amendment, Owner and/or Builder are in material default of the Agreement by reason of their failure to perform one or more obligations required thereunder within the time periods specified in the Agreement (the "Existing Default"). The Existing Default constitutes a continuing material breach of the Agreement.

D. Notwithstanding the Existing Default, and at the request of Builder, the Parties have agreed to enter into this Amendment. Builder has provided assurances to the City that Builder will perform the obligations set forth in this Amendment within the ninety (90) day period prescribed herein. The City, in reliance on such assurances and as an accommodation to Builder, has agreed to forebear from exercising its rights and remedies arising from the Existing Default solely to the extent and on the conditions set forth in this Amendment. The City does not waive, and expressly reserves, all rights and remedies under the Agreement and applicable law arising from the Existing Default and any future defaults.

E. The Parties desire to amend the Agreement as set forth herein to establish revised performance obligations and deadlines for the completion of certain Work, while preserving and ratifying all other terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

[1] All capitalized terms are intended to have the meaning set forth herein or in the Agreement.

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Amendment as if fully set forth herein.

2. **Submittal of Conceptual Development Plan and Demolition Plan.** On or before July 26, 2026, Builder shall prepare and deliver to City a Conceptual Development Plan ("CDP") which shall include all elements set forth in the Agreement concerning the plan of redevelopment and improvements to be constructed to the Property. Together with such CDP submittal, Builder shall provide detailed demolition plans setting forth the precise scope of demolition, particularly describing all existing improvements that will be demolished and any improvements that will remain and be incorporated into the redeveloped structure pursuant to the Plans ("Demolition Plans"). The CDP and Demolition Plans shall be subject to City review and approval for compliance with all applicable codes, which approval shall not be unreasonably withheld.

3. **Commencement and Completion of Demolition.** On or before August 25, 2026, Builder shall commence demolition of the Property's improvements in a manner compliant with the CDP and/or any approved demolition permit (or amendment to any demolition permit) issued by the City. Builder shall complete all such demolition within ninety (90) days of the commencement of such work.

4. **Submittal of Plans.** On or before October 26, 2026, Builder shall prepare and deliver to City the Plans in compliance with all applicable codes.

4. **Failure to Deliver Compliant Plans or Timely Perform; City's Right to Demolish; Seizure of Adequate Assurance.** Time is of the essence with respect to all dates, deadlines, and time periods set forth or referred to in this Agreement. Any failure by Builder to perform its obligations by the dates or within the time periods specified herein shall constitute a material breach of the Agreement, entitling the non-breaching party to exercise any and all remedies available at law or in equity, including but not limited to termination of the Agreement. If Builder fails to timely deliver the CDP, Demolition Plan, or Plans, or complete demolition, in compliance with the requirements of Section this Amendment on or before the deadline set forth therein, then Builder hereby agrees and consents to the City's immediate seizure and use of the Adequate Assurance without further notice, demand, or legal proceeding of any kind. The Adequate Assurance so seized may be used, in the City's sole discretion, to fund or reimburse the City for any and all costs and expenses incurred in connection with the City's entry upon and demolition of all improvements existing on the Property. In furtherance of the foregoing:

(a) Builder hereby grants to the City a perpetual, irrevocable license to enter upon the Property for the purpose of demolishing any and all improvements located thereon, which license shall be self-executing and require no further consent or action by Owner or Builder;

(b) Builder hereby consents to and affirmatively authorizes the City's demolition of all improvements on the Property;

(c) Builder waives any and all rights to object to, challenge, seek to prevent, prohibit, or enjoin the City's demolition of any or all improvements on the Property; and

(d) Builder releases, remises, and forever discharges the City and its elected and appointed officials, officers, employees, agents, attorneys, and representatives from any and

all claims, demands, causes of action, losses, damages, costs, and liabilities of any kind or nature, whether known or unknown, arising from or related to the City's entry upon and demolition of improvements on the Property pursuant to this Section.

5. **Post-Demolition Maintenance of Property.** Following the completion of demolition and continuing throughout the remaining term of the Agreement, Builder shall maintain the Property in a neat, safe, and clean appearance consistent with applicable provisions of the City Code. Any and all portions of the Property that are not improved with parking lot improvements or vertical structures shall be maintained with well-kept grass, sod or landscaping to a standard consistent with a City park or similarly manicured, landscaped greenspace. Such maintenance obligation shall be continuous and shall not be deemed satisfied by a single remediation effort.

6. **Ratification of Agreement.** Except as expressly modified by this Amendment, the Agreement shall remain unmodified and in full force and effect, and all terms, conditions, covenants, and obligations of the Agreement are hereby ratified and confirmed. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

7. **Joinder and Consent of Prior Owner.** 579 SE U.S. 19, LLC, a Florida limited liability company ("Prior Owner"), being a party to the Agreement, hereby joins in and consents to the foregoing First Amendment to Settlement Agreement (the "Amendment") and agrees as follows:

(a) Prior Owner acknowledges that, notwithstanding any prior conveyance of the Property to Builder or any entity owned or controlled by Builder pursuant to Section 5.1 of the Agreement, Prior Owner remains a party to the Agreement and is bound by all obligations and covenants applicable to "Owner" thereunder, including, without limitation, those set forth in the Amendment.

(b) Prior Owner hereby consents to all terms and conditions of the Amendment and agrees to be jointly and severally bound by each obligation, covenant, waiver, release, and agreement set forth therein to the same extent as if Prior Owner had executed the Amendment as a principal signatory.

(c) Without limiting the generality of the foregoing, Prior Owner specifically joins in, consents to, and is bound by (i) the grant of license to City set forth in Section 4(a) of this Amendment; (ii) the consent to demolition set forth in Section 4(b); (iii) the waiver of rights set forth in Section 4(c); and (iv) the release of City set forth in Section 4(d), all as fully as if Prior Owner were named therein as a direct obligor.

(d) Prior Owner hereby ratifies and confirms its obligations under the Agreement, as amended by the Amendment, and acknowledges that the Agreement, as so amended, remains in full force and effect and is binding upon Prior Owner.

(e) Prior Owner represents and warrants that (i) it has full right, power, and authority to execute this Joinder and Consent; (ii) the execution of this Joinder and Consent has been duly authorized by all requisite action of Prior Owner; and (iii) this Joinder and Consent

constitutes the legal, valid, and binding obligation of Prior Owner, enforceable against it in accordance with its terms.

8. **No Waiver.** Nothing in this Amendment shall be construed as a waiver by the City of the Existing Default or of any other default under the Agreement, whether past, present, or future. The City expressly reserves all rights and remedies available to it under the Agreement and applicable law, including, without limitation, the right to pursue the remedies set forth in the Agreement upon the occurrence of any further default.

9. **Authority.** Each Party represents and warrants that (a) it has full right, power, and authority to enter into this Amendment and to perform all obligations hereunder; (b) this Amendment has been duly authorized by all necessary action; and (c) this Amendment constitutes the legal, valid, and binding obligation of such Party, enforceable in accordance with its terms.

10. **Counterparts; Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or PDF signatures shall be deemed originals for all purposes.

11. **Entire Agreement.** This Amendment, together with the Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Settlement Agreement as of the date first written above.

INTENTIONAL PAGE BREAK – SIGNATURE PAGES FOLLOW

***CITY OF CRYSTAL RIVER SIGNATURE PAGE***

**CITY OF CRYSTAL RIVER,**
a Florida municipal corporation

By: _____
Joe Meek, Mayor

Date: _____

P:\RWB\City of Crystal River\Code Enforcement\579 SE US 19 - 579 SE US 19 LLC\Settlement Agreement - O'Hanrahan\First Amendment to Agreement\579 - First Amendment to Settlement Agreement RWB Rev3.docx

***BUILDER SIGNATURE PAGE***
***(INCLUES WITNESSES AND NOTARY DUE TO GRANT OF LICENSE)***

_____
Witness Signature #1

Print Name:_____

Print Address:_____
_____

_____
Witness Signature #2

Print Name:_____

Print Address:_____
_____

**579 CRYSTAL RIVER LP, a**
**Florida limited partnership**

_____

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____ as _____ of 579 CRYSTAL RIVER LP, a Florida limited partnership.

_____
Notary Public, State of Florida
Name: _____
(Please print or type)
Commission Number:_____
Commission Expires: _____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

***SIGNATURE PAGE - 579 SE U.S. 19, LLC***
***JOINDER AND CONSENT OF PRIOR OWNER***

**579 SE U.S. 19, LLC,**
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

# CRYSTAL RIVER CITY COUNCIL MEETING
## Agenda Item Summary

**Meeting Date: May 26, 2026** **Agenda Item Number: 10.A.**

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**Requested Motion: Motion to authorize a sole source contract with Blue Digital for document scanning and Laserfiche Cloud Software Solution services not to exceed $70,000 for FY 25-26.**

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**Summary:**

As part of the FY 2025–2026 budget, staff identified the need to initiate a comprehensive document digitization project to improve records management, accessibility, and operational efficiency. During the research process, staff identified Blue Digital as a sole source provider capable of delivering both document scanning services and seamless integration with the City's existing BS&A software system.

Due to the specialized nature of this integration and compatibility requirements, staff is requesting a waiver of the competitive bid process in accordance with the City's procurement policies for sole source providers.

The proposed services include system setup, staff training, and the initial phase of document scanning. Staff anticipates continuing the digitization effort in future fiscal years and will plan for associated costs in upcoming budgets.

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**Staff Recommendation:**
Staff recommends authorization of a sole source contract with Blue Digital for document scanning and Laserfiche Cloud Software Solution services not to exceed $70,000 for FY 25-26.

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**Project Cost:**
Not to exceed $70.000.00

**Funding Source:**
001-01512-34000-0CLRK (General Fund - City Clerk Other Contractual Services)

**Amount Available:**
$70,000.00

**ATTACHMENTS:**
Description
Crystal River Proposal.pdf
Exhibit 1- Blue Digital Corp.pdf

# OFF-SITE RECORDS MANAGEMENT AND LASERFICHE CLOUD PROFESSIONAL LICENSING

Prepared for: **CITY OF CRYSTAL RIVER**

Prepared by: **BLUE DIGITAL CORP.**

Date: **05/13/2026**

## 1. EXECUTIVE SUMMARY

Blue Digital Corp. is pleased to present a comprehensive **end-to-end records management solution** that integrates:

- **Document Scanning & Digitization**
- **Laserfiche Cloud Document Management System**
- **Secure Off-Site Records Storage**

This solution enables City of Crystal River to transition from paper-based processes to a fully digitized, searchable, and compliant system—while maintaining secure access to physical records when needed.

This proposal outlines a complete solution for the preparation and scanning of letter-size and large format documents, including multi-page stapled receipts and mixed-format paperwork. The goal is to provide a reliable, organized, and efficient process that ensures clean digital output, proper indexing, and secure document handling.

## 2. Solution Overview

| | Solution Component |
|---|---|
| Capture | Document Scanning & Data Extraction |
| Manage | Laserfiche Cloud ECM Platform |
| Store | Off-Site Secure Records Storage |



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| | |
|---|---|
| Access | Digital Retrieval & Physical Delivery |
| Retain | Compliance & Retention Management |
| Dispose | Secure Destruction Services |

## 3. Scope of Services

### 3.1 Document Preparation & Scanning

- Document pickup and secure transport
- Prep services: staple removal, sorting, repair
- High-speed scanning (300 DPI or higher)
- OCR for full text searchability
- Image quality control and indexing

**Output Formats:**

- TIFF
- Searchable PFD (if required)
- Indexed metadata files

### 3.2 Indexing & Data Capture

- Custom metadata fields based on business requirements
- Barcode recognition and automated indexing options(optional)
- Manual verification for accuracy and quality assurance



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### 3.3 Laserfiche Cloud Implementation

**Core Features**

- Centralized digital repository
- Advanced search and retrieval
- Workflow automation
- Electronic forms and approvals
- Role-based security controls

**Licensing Model**

- Named user subscriptions:
    - Full Users: 5
    - Participant Users: n/a
    - Read-only Users: n/a

**Included and Optional Capabilities**

- Mobile access (optional)
- Audit trails and reporting (included)
- Integration with business systems (ERP, CRM, etc.) (optional)
- API access (optional)

### 3.4 Off-Site Records Storage

- **Secure, climate-controlled storage facilities**
- **Barcode tracking of all containers and files**
- **24/7 monitoring and restricted access**
- **Inventory management with online portal**



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### 3.5 Records Retrieval Services

- Digital retrieval via Laserfiche
- Scan-on-demand services
- Physical file delivery (standard and rush options)

### 3.6 Records Retention & Compliance

- Retention schedule configuration within Laserfiche
- Automated disposition workflows
- Compliance with:
    - HIPAA (if applicable)
    - FACTA
    - State/local regulations

### 3.7 Secure Destruction

- Scheduled shredding of expired records
- NAID-compliant destruction processes
- Certificate of destruction provided

## 4. Security & Compliance

We ensure full data protection across all components:

**Physical Security**

- Surveillance system (Security Cameras)
- Climate Controlled facility access
- Chain-of-custody tracking

**Digital Security**

- Encryption (at rest and in transit)
- Multi-factor authentication
- Role-based permissions
- Audit logs

**5. Technology Architecture**

- **Laserfiche Cloud (SaaS platform)**
- Secure cloud hosting with redundancy
- Integration with scanning systems
- Client portal for storage inventory and requests

## 6. IMPLEMENTATION PLAN

| Phase | Description | Timeline |
|---|---|---|
| Discovery | Requirements gathering | 1–2 weeks |
| Scanning Setup | Prep, indexing design | 2–3 weeks |
| Laserfiche Deployment | Config + licensing | 2–4 weeks |
| Migration | Import scanned documents | 2–3 weeks |
| Training | User & admin sessions | 1–2 weeks |
| Go-Live | Full deployment | 1-week |

*Note the timeline is subject to change due to unforeseen circumstances

**7. Pricing Structure**

*(Customize as needed)*

**One-Time Costs**

- Document preparation & scanning: Price list attached
- Implementation & configuration: $150.00 per hour
- Workflow development: $150.00 per hour

**Recurring Costs**

- Laserfiche licensing: $4,350.00 per user/year
- Cloud storage: 100 GB per user Included / tiered pricing
- Off-site storage: $2.50 per box/month (charged 60 days after box has been scanned)

**Optional Services**

- Scan-on-demand: Price list attached
- Rush retrieval: Price list attached
- Shredding: $9.95 per box (std. bankers' box)

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**8. Benefits to the City of Crystal River**

- Eliminate paper-based inefficiencies
- Reduce physical storage costs
- Instant document retrieval
- Enhanced compliance and audit readiness
- Secure hybrid (digital + physical) records access
- Scalable, future-proof platform

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**9. Service Level Agreements (SLAs)**

- Defined turnaround times for scanning and retrieval
- Indexing accuracy standards (>99%)
- System uptime SLA for Laserfiche Cloud
- Dedicated customer support

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**10. Why Blue Digital Corp.**

- Certified Laserfiche solution provider
- End-to-end service capability (scan + software + storage)
- Experienced project management and implementation team
- Proven success across government and enterprise sectors

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**11. Conclusion**

This integrated solution provides the City of Crystal River with a **fully managed records lifecycle strategy**, combining physical and digital records into a unified, secure, and efficient system.

We look forward to partnering with your organization to modernize records management and improve operational performance.

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**12. Acceptance**

**Authorized Signature (Client):** _____
**Date:** _____

**Authorized Signature (Provider):** _____
**Date:** _____

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EXHIBIT 1

4/17/2026

Dear Ms. Mia Fink,

I am reaching out on behalf of Blue Digital Corp. to express our genuine appreciation for granting us the opportunity to provide the City of Coral Gables with our specialized document imaging and management services.

We deeply value the trust you have placed in us, to handle your organization's digitization needs. With a proven track record spanning three decades, we've had the privilege of servicing many municipalities, including the City of Coral Gables, Miami Dade County, City of Miami, Miami Gardens, City of Sunny Isles, Bay Harbor Islands, Town of Miami Lakes, Town of Medley, City of Sweetwater, Village of Pinecrest, City of Homestead, City of North Miami, City of Surfside, Town of Bal Harbour Village, among others.

We look forward to collaborating with your team, and we pledge to deliver nothing short of outstanding service. Your confidence in our abilities is appreciated, and we are genuinely excited for the opportunity to contribute to the ongoing digital transformation of the City of Crystal River.
Should you have any questions, specific requests, or additional feedback, please feel free to reach out to me at any time. We are fully committed to ensuring your complete satisfaction and eagerly anticipate a mutually beneficial relationship.

Once again, thank you for entrusting us with the privilege to serve you.

Sincerely,

Wayne Barclay, President



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| Description | Unit | Unit Price |
|---|---|---|
| B/W Scanning - 8.5 x 11 | Ea. | .12 |
| B/W Scanning - 8.5 x 14 | Ea. | .12 |
| B/W Scanning - 11 x 17 | Ea. | .12 |
| B/W Scanning - 12 x 18 | Ea. | .45 |
| B/W Scanning - 18 x 24 | Ea. | .45 |
| B/W Scanning - 24 x 36 | Ea. | .85 |
| B/W Scanning - 30 x 42 | Ea. | .85 |
| B/W Scanning - 36 x 48 | Ea. | .85 |

| Description | Unit | Unit Price |
|---|---|---|
| Color Scanning - 8.5 x 11 | Ea. | .25 |
| Color Scanning - 8.5 x 14 | Ea. | .25 |
| Color Scanning - 11 x 17 | Ea. | .25 |
| Color Scanning - 12 x 18 | Ea. | .65 |
| Color Scanning - 18 x 24 | Ea. | .65 |
| Color Scanning - 24 x 36 | Ea. | 1.50 |
| Color Scanning - 30 x 42 | Ea. | 1.50 |
| Color Scanning - 36 x 48 | Ea. | 1.50 |

| Description | Unit | Unit Price |
|---|---|---|
| *Document Prepping | Hour | $25.00 |
| Laserfiche workflow | Ea. | $35.00 |
| Creating Cloud Link | Ea. | $25.00 |



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Laserfiche Workflow& Document Prepping

*Document preparation includes organizing documents for scanning by removing staples, clips, flattening, and separating documents, so they can be easily scanned preventing document jamming or double feeding. Document preparation also includes the following processes:

- Entering four fields of metadata to include folio, permit number, address, and description.
- Quality control to ensure accuracy of metadata and the image quality of documents scanned.
- Run Optical Character Recognition (OCR) process to enable the end-user to search all scanned documents.
- Prepare a zipped Laserfiche briefcase for the city to import directly into their Laserfiche ERM.

Other services:

- Pickup of 200 document boxes from the City of Crystal River, FL and deliver to Blue Digital's production facility in Doral, FL = $1,600.00
- Destruction of documents once they are scanned and reviewed by the City of Crystal River. (Certificate of disposal included) = No Charge
- On-Site Destruction services w/ certificate of destruction = $7.50 per box