Agenda

Crystal River City Council Meeting
Regular Meeting Agenda
Monday, September 22, 2025 at 5:30 PM
Citrus County Welcome Center

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

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

NOTICE TO PUBLIC

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

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

GENERAL MEETING PROCEDURES

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

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

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

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

2. Public Comment:

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

1. CALL TO ORDER
A. Roll Call
B. Invocation
C. Pledge of Allegiance
D. Recognition of Elected Officials in Attendance

2. ADOPTION OF AGENDA

3. PRESENTATIONS

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 September 8, 2025

B. Monthly Departmental Report Summary for the Month of August

C. Motion to reappoint Deborah MacArthur Anderson to Planning Commission Seat No. 2, reappoint Karen Cunningham to Planning Commission Seat No. 6, and appointment of Kimberley Salter to Alternate Seat No. 1 from Alternate Seat No. 2

D. Motion to approve modifications to the Human Resources Policy Manual dated October 1, 2025

E. Motion to approve Exhibit A to the lease amendment with Crowne Castle GT Company LLC titled Bill of Sale and authorizing the City Manager to execute at the termination of the lease.

7. PUBLIC HEARING

A. Consideration of Ordinance No. 25-O-13 amending Chapter 6 of the City of Crystal River Code of Ordinances, entitled "Buildings"; revising Article III "Fire Prevention and Protection" to provide updated code references, establish a process for fire inspection, and establish fees for malfunction or nuisance fire alarm and hold a public hearing on September 22, 2025, at 5:30 p.m.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING CHAPTER 6 OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, ENTITLED “BUILDINGS”, REVISING ARTICLE III. “FIRE PREVENTION AND PROTECTION” TO PROVIDE UPDATED CODE REFERENCES, ESTABLISH A PROCESS FOR FIRE INSPECTION, AND ESTABLISH FEES FOR MALFUNCTIONING OR NUISANCE FIRE ALARMS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

B. Motion to adopt Resolution No. 25-R-20 setting the Final T.R.I.M. rate at 6.59 mills for FY2025/2026 for FY2025/2026 on Final Public Hearing for Adoption of the Final Millage Rate for September 22, 2025, at 5:31 p.m.

C. Motion to adopt Resolution No. 25-R-21 Adopting the Final Budget for FY2025/2026 on Final Public Hearing for Adoption of the Final FY2025/2026 Budget for September 22, 2025 at 5:31 p.m.

D. Motion to adopt Resolution No. 25-R-22 Adopting the Final Budget for the Community Redevelopment Agency for FY2025/2026 on Final Public Hearing for Adoption of the Final CRA Budget for FY2025/2026 for September 22,2025 at 5:31 p.m.

8. INTRODUCTION AND FIRST READING OF ORDINANCES

9. CITY ATTORNEY

A. Riverwalk Update

B. 579 US Highway 19, LLC Update

10. CITY MANAGER

A. Motion to adopt Resolution No. 25-R-31 to designate an administrative authority to receive, review, and process plat or replat submittals; designating an administrative official responsible for approving, approving with conditions or denying a proposed plat or replat.

B. Motion to approve Scorpio (CMAR Contract) for preconstruction services proposal - City of Crystal River New City Hall in the amount of $92,660

C. Motion to approve GrantWorks, Inc. "Agreement with the City of Crystal River to Utilize (Piggyback) Existing Agreement No. RFQ 25-127 with Citrus County for On-Call Grant Research and Writing"

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

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

13. PUBLIC INPUT

(Five Minute Time Limit)

14. ADJOURNMENT

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 6.A.**

Requested Motion: Motion to approve minutes of the City Council meeting held September 8, 2025

ATTACHMENTS:
Description
9.8.25_Minutes.docx

Minutes

Crystal River City Council Meeting
Regular Meeting Agenda
Monday, July 8, 2025 at 5:30 PM
Citrus County Welcome Center

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1. CALL TO ORDER

Mayor Meek called the meeting to order at 5:36p.m.

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

Staff present: City Manager Audra Curts-Whann, City Attorney Rob Batsel, Deputy City Clerk Sabrinna Utter, Assistant City Manager/Public Works Director Troy Slattery, Community Engagement Director Leslie Bollin, Human Resources Director Mary Helprin, Visitor Services Director Andrea Hullstrung, Finance Director Michelle Russell-Maynard, Assistant Finance Director Cindy Marihugh, Growth Management Director Carly Hanson, Fire Chief Frank Melillo

Vice Mayor Holmes led the invocation and Mayor Meek led the Pledge of Allegiance.

2. ADOPTION OF AGENDA.

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

3. PRESENTATIONS

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

(Three Minute Time Limit)

Anthony Andrew- Pine Ridge- Discussed the proposed Sand Mine and provided council with some information.

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the Fee Workshop held August 25, 2025

B. Motion to approve minutes of the City Council meeting held August 25, 2025

C. Motion to approve a road closure request for the 2025 Stone Crab Jam.

D. Motion to approve a road closure request for the 2025 Crystal River Scarecrow Fest.

E. Motion to approve both the Letters of Engagement and Contracts with Mauldin & Jenkins, LLC for the FY2025 Audit Services for the City of Crystal River and the Crystal River Community Redevelopment Agency in the amount of $39,900 and $6,400 respectively.

F. Motion to approve and authorize the City Manager to execute a task order agreement with JBrown Professional Group Inc. (JBPro) to update the Infrastructure Element of the City of Crystal River Comprehensive Plan.

G. Approval of an Individual Project Supplement to the Master Agreement for Professional Services with Ayers and Associates in the amount of $4,405.00 for Additional Project Management, Meetings, Quality Assurance and Survey Support associated with the Kings Bay Riverwalk.

Motion to approve the consent agenda was made by Council member Satchell; seconded by Council member Frink. Motion carried 5-0.

7. PUBLIC HEARING

A. Motion to adopt Resolution No. 25-R-20 setting the tentative T.R.I.M. rate at 6.59 mills for FY2025/2026 on First Public Hearing and Setting the Final Public Hearing Date for Adoption of the Final FY2025/2026 Millage Rate for September 22, 2025, at 5:31 p.m.

Finance Director Michell Russell-Maynard presented the item.

Public Hearing:

Marybeth Brooks- Crystal River- Spoke on tax rate and requested a lowered T.R.I.M rate.

Council member Frink noted concerns. Mayor Meek addressed the rise in taxes and offered assistance in working with the Property Appraisers office.

Mayor Meek spoke on the city being the lowest in the area and the effects of past hurricanes. Mayor Meek expressed support for the proposed T.R.I.M. Council member Ensing supported the proposal, as well.

Robert Holmes requested the citizen's situation be updated under council reports be given in the future, Mayor Meek agreed.

Motion to adopt Resolution No. 25-R-20 setting the tentative T.R.I.M. rate at 6.59 mills for FY2025/2026 on First Public Hearing was made by Vice Mayor Holmes; seconded by Council member Ensing. Motion carried 5-0.

B. Motion to adopt Resolution No. 25-R-21 Adopting the Tentative Budget for FY2025/2026 on First Public Hearing and setting the Final Public Hearing date for Adoption of the Final FY2025/2026 Budget for September 22, 2025 at 5:31 p.m.

Finance Director Michelle Russell-Maynard presented the item and the changes that have been made since the second budget workshop.

Public Hearing: No one spoke for or against.

Motion to adopt Resolution No. 25-R-21 Adopting the Tentative Budget for FY2025/2026 on was made by Council member Satchell; seconded by Council member Frink. Motion carried 5-0

C. Motion to adopt Resolution No. 25-R-22 Adopting the Tentative Budget for the Community Redevelopment Agency for FY2025/2026 on First Public Hearing and setting the Final Public Hearing Date for Adoption of the Final CRA Budget for FY2025/2026 for September 22,2025 at 5:31 p.m.

Finance Director Michelle Russell-Maynard presented the item.

Public Hearing: No one spoke for or against.

Motion to adopt Resolution No. 25-R-22 Adopting the Tentative Budget for the Community was made by Council member Ensing; seconded by Council member Holmes. Motion carried 5-0.

8. INTRODUCTION AND FIRST READING OF ORDINANCES

A. Introduction of Ordinance No. 25-O-13 amending Chapter 6 of the City of Crystal River Code of Ordinances, entitled "Buildings"; revising Article III "Fire Prevention and Protection" to provide updated code references, establish a process for fire inspection, and establish fees for malfunction or nuisance fire alarm and set a public hearing on September 22, 2025, at 5:30 p.m.

Deputy Clerk Utter read the ordinance by title only.

9. CITY ATTORNEY

A. Riverwalk Update

Discussed the completely executed REZCO agreements and next steps with other businesses.

B. 579 US Highway 19 Update

City Attorney Batsel confirmed Mr. O'Hanrahan will be bringing a check tomorrow, noting demo to begin this week and next steps of the process.

Vice Mayor Holmes inquired about the ice machine and the ATM on site. City Attorney Batsel confirmed the landlord has addressed both. Mayor Meek spoke about the future of the site.

City Attorney Batsel also discussed the City Manager evaluation process.

10. CITY MANAGER

A. Motion to approve the lease amendment with Crowne Castle GT Company LLC location, providing for a six-month lease extension, authorizing the City Manager to execute.

City Manager Curts presented the item discussing the need to bring back the bill of sale at a future meeting for execution and the agreement including a small rental fee.

City Attorney Batsel addressed the concept of not buying the tower which was included in the original lease agreement.

Motion to approve the lease amendment with Crowne Castle GT Company LLC location, providing for a six-month lease extension, authorizing the City Manager to execute was made by Council member Ensing, seconded by Council member Frink. Motion carried 5-0.

B. Motion to approve Resolution No. 25-R-30 to amend items in the City's Fee Schedule, Exhibit "B" Building Permit Fees, Exhibit "D" Special Event Permit Fees and adding Exhibit "F" Fire Department Fees

City Manager Curts presented the item.

Motion to approve Resolution No. 25-R-30 to amend items in the City's Fee Schedule, Exhibit "B" Building Permit Fees, Exhibit "D" Special Event Permit Fees and adding Exhibit "F" Fire Department Fees was made by Council member Satchell; seconded by Vice Mayor Holmes Motion carried 5-0.

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek noted attendance at the MPO meeting and updated the council on the 579 project and future meetings with DOT. Mayor Meek also readdressed Marybeth Brooks of Crystal River about the value of her home vs tax rates.

B. Vice Mayor Holmes discussed the city charter wanting to have council review responsibilities of council, city staff and the City Manager referring to sections 3.08C, 3.09 and 6.04. Vice Mayor Holmes presented the possibility of bringing the topic back up at the next meeting.

C. Council member Satchell had no updates.

D. Council member Frink reviewed her attendance at the Florida League of Cities conference and sessions attended to include hurricane preparedness tips and suggestions that were presented by other cities.

E. Council member Ensing confirmed upcoming TDC meeting.

13. PUBLIC INPUT
(Five Minute Time Limit)

Kathy Ebaugh- JB Pro- Thanked council for approving the continuing professional services agreement.

Paula Wheeler- Crystal River- Discussed history of the floods and T.R.I.M rates. Presented the idea of keeping homestead exemptions in the event of a disaster, requesting the mater be researched. Mayor Meek suggested that Craig Dalton, Citrus County Property Appraiser, discuss options at a future meeting.

Anthony Andrew- Pine Ridge- Discussed concerns regarding the Suncoast Parkway extension and potential issues during storms. Also discussed the homestead exemptions in the event of hurricanes.

Gail Kostelnick- Crystal River- Inquired about cell phone tower removal and discussed previous CRA Vernacular Guidelines.

14. ADJOURNMENT
Mayor Meek adjourned the meeting at 6:44 p.m

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 6.B.**

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

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ATTACHMENTS:
Description
2025 Summary Report- August.docx

Departmental Monthly Report Summary
August 2025

THE CITY CLERK'S OFFICE

During the month of August, the office clerked 3 public meetings, coordinating the agenda and drafting 11 agenda items. The Clerk's office also facilitated 8 public records requests and performed 26 notarizations on various legal documents. Recording items included 1 Limited Use Notice, 1 Dissimilar Use Order and 2 lien releases. 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, with instructions for administration/implementation, procedural information, etc.

COMMUNITY ENGAGEMENT

In August the department hosted First Friday. Since August is focused on back to school and is generally very hot, we tend to not schedule events for this month, nor do other organizations. The department continues to work on the Kings Bay Park design, Crystal River Main Street's lease at the Heritage Museum space, and various social media campaigns. The main focus was spearheading the upcoming fee workshop for Council as well as researching and restructuring event, parking and launching fees and the development of a residential pass. Upcoming events include: First Friday, Scarecrow Fest, Stone Crab Jam, and Untapped.

THREE SISTERS SPRINGS

Three Sisters Springs had a total of 1,418 visitors for the month of August. Fiscal year 24' August had a total of 1,181 visitors. Visitor counts were up 20.1% from the previous year with an average of 45 people per day. August had 103 online admission tickets purchased totaling $1,197.75 in revenue. Gross revenue for the month totaled $14,247.00. Commission paid to USFWS totaled $4,642.76.

This month on Social Media:

Facebook:

- Facebook Reach: 322,450
- Facebook Views: 190,316
- Facebook Content Interactions: 1,188
- Facebook Follows: 203
- Facebook Visits: 5,041

Instagram:

- Instagram Reach: 239
- Instagram Views: 6,433
- Instagram Content Interactions: 8
- Instagram Follows: 217
- Instagram Visits: 377

* Further details are listed in the full departmental reports.

HR/RISK MANAGEMENT

Open Positions
Associate Planner
Seasonal Trolley Driver – PT
Seasonal Visitors Experience Specialist – PT

New Hires
Lisa Lindwall – Trolley Driver – PT

Rehire
Fran Wenhold – Visitors Experience Specialist – PT

Promotion
Tina Nichols promoted from Visitors Experience Specialist – PT to Accounts Payable/Customer Service – Full time position

Employee Headcount
Full Time City & Fire – 42
Part Time City – 15
Fire Fighter Volunteer – 12
Fire Fighter/EMT Part Time – 9
EMT Volunteer - 1

Ongoing Items/Upcoming:
HR manual revision – Add new policy
Revision of Performance Evaluations and Process
COLA Forms

PUBLIC WORKS DEPARTMENT

Roads and Streets

- Storm ditches, cleaning in progress, City Wide.
- Cleaned out storm drainpipes City wide.
- Installed New Swim Buoys and Swim Line at Hunter Springs Beach.
- Installed New 6 FT Fence at Hunter Spring Beach from Boardwalk to Boat Ramp beside the old boat house.
- Installed Fountains and Aerators (working) at Copeland Park.
- Replaced most of the Little Stop Signs on Cross Town Trail.
- Replaced all and added Trolley Route signs with QR Codes on them.
- Gaudette Electric Has started Repairs on Electrical panels for city lights in the Downtown area.
- The New 416 Cat Backhoe was Delivered and put into Service.
- A New Park Bench was added by the Kings Bay Bridge.
- Received Donated Flood Barriers put into Storage for future Storm Events.

Parks & Park Rangers

- Citations written.....184
- Incident Reports Written……...14
- CCSO or Fire Notified…….6
- Boats Pumped.....44
- Gallons Pumped.....2570

Utilities & US WATER

- Completed annual hydrant flushing and maintenance
    - Pictures and notes updated on Diamond Maps layer
    - Out of service hydrant data provided to Public Works
    - 268 total hydrants 3 out of service
- Repaired damaged backflow device at:
    - 305 NE 9th Ave
- Repaired water leaks requiring precautionary boil water notice:
    - Tallahassee Rd. & Tidewater Cir.
    - 1027 Se 4th Ave
    - NW 19th Ct
    - 3920 N Nokomis Pt
    - 2020 NW 15th St
- Repaired water leaks not needing precautionary boil water notice: (under pressure or single service line)
    - 1133 Se 3rd St
    - 214 Ne 2nd Ave
    - 1640 Nw 19th Ct
    - 1362 Ne 5th Ave
    - 1290 Nw 19th Ct
    - 8619 W Crystal St
    - 221 Ne Hwy 19
    - 4050-4066 N Casa Terr
    - 9150 W Harbor Isle Ct
    - 10806 W State Park St
    - Ne 1st St & Ne 4th Ave
- Completed Work Orders:
    - 223
- Underground Utility Locates Performed:
    - 129
- Repaired broken discharge pipe on low pressure sewer at 9180 W Harbor Isle Ct
- Installed new E-One pump in grinder station at 3816 N Hiawatha Terr
- Installed new pump in LS 19
- Repaired 2” sewer force main at 3697 N Suwannee Pt.
- New Phase Monitor installed at LS 20
- Repaired/Replaced 2 broken cleanouts
- Replaced batteries on Omni-Site Alarm Units at: LS W6
- Completed weekly LS maintenance

* Further details are listed in the full departmental reports.

Capital Projects

- Paradise Point lift station manifold project. 32 in progress of being rebuilt due to hurricane damage. (project 95 percent complete) scheduled to be completed by mid Sept.
- Indian Waters –.65 connected 2 in progress 11 not connected. These numbers include vacant lots that may be constructed if construction begins this year.
- Kings Bay Park Improvements – In engineering and design phase. Currently in the permitting phase.
- Paradise Point Drainage Project – In engineering and design phase.
- 25-B-05 Stormwater Drainage Clearing Areas out for bid. Bid closing date 09-10-25
- 25-RFP-05 Depression restoration bid has been awarded to SMG and work has begun NE 8th Ave. has been completed 6 more locations left to be completed.
- Riverwalk phase 1 bid package is in process of being put out to bid by A.D Morgan

PLANNING, COMMUNITY SERVICES, & DEVELOPMENT SERVICES

A. NEW PENDING PUBLIC HEARING(S)

a. There are currently no pending public hearings.

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

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 ready to issue.
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. **Jimmy's Fish Camp Seafood Restaurant – PB23-0019 – 300 S Hwy 19** – A new restaurant (16,781 sf) and outdoor deck (1,707 sf). The Building Permit has been approved and is ready to be issued. The Developer will use a private provider for building plan review and inspections.
6. **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 application is under review.
7. **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.
8. **Crab Plant Deck and Pavilion – PB25-0059 – 201 NW 5th Street** – A Building Permit for a 2-story deck and a covered pavilion at the Crab Plant Restaurant. This permit has been issued.

9. **Amanda Z Art Studio – PB25-0171 – 215 NE 3rd Street** – A Building Permit for an elevated art studio. This permit has been issued.
10. **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.
11. **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 project is currently under Zoning and Fire review.
12. **Take 5 Oil – PZ25-0020 – 563 NE 5th Street –** An application for Site Plan for the construction of a Take 5 Oil. This project is currently under review.

C. **PRE-APPLICATION MEETINGS:**

a. Meeting to discuss the Circle K Gas Station project at the corner of Highway 19 and Fort Island Trail.
b. Meeting to discuss renovations of the Jenkins Bobcat at 2035 Highway 19 and the Jenkins Lincoln at 1501 NW Highway 19.

BUILDING DEPARTMENT:

PERMITS ISSUED:

Building	7
Com - Alteration/Repair	3
Com - Electrical	7
Com - Fire Suppression	1
Com - Gas	1
Com - Mechanical	2
Com - Roof	1
Com - Sign	3
Mechanical	4
Res - Alteration/Repair	5
Res - Demolition	1
Res - Dock/Boat Launch	1
Res - Electrical	7
Res - Mechanical	3
Res - Minor Flood Repair	1
Res - Plumbing	2
Res - Roof	5
Res - Seawall	2
Res – Window/Door	2
Total Permits	**58**
Total Fees	**$21,733**
Total Construction Value	**$ 1,526,323.13**

* Further details are listed in the full departmental reports.

INSPECTIONS:

Building	164
Fire	12
Code & Zoning	2
Total Inspections	179

CODE ENFORCEMENT:

New/Open Cases	930 (Including 906 FEMA NFIP Notices)
Closed Cases	45
24 BTR Closed Code Cases	24
Total Cases	999

BUSINESS TAX RECEIPTS:

We are now within the Business Tax Receipt renewal season for 2026. Of the 744 businesses emailed renewal notices, we have currently processed 142 business renewals, or 19%.

FIRE DEPARTMENT

Fire Department Activities: During the month of August, the Fire Department received 83 calls for service. An average of 3.82 personnel per call and had an average response time of 5.16 minutes. The average time on scene was 23.3 minutes. CRFD attended First Friday. CRFD continued training exercises at the fire house. 3 firefighters became certified Fire Officer's and Chief Melillo became a state certified Live Fire Instructor. Fire Cadet meetings have continued at the fire station. The CRFD responded to a boater in distress outside of city limits. There were 58 EMS calls and 25 calls for fire incidents and crashes including 3 commercial building calls.

FINANCE DEPARTMENT

Attached is the monthly report for the Finance Department as of July 2025. This report represents the first ten months for the fiscal year FY2025– 83.29% of the year has been completed.

General Fund

Operating Revenues for the fiscal year are running more than budget ($8,763,070 – 102.14% vs. 83.29%); this is normal following the receipt of Ad Valoreum Taxes which have been completely received for the year – the largest amount is generally received within the months of December and January. July – September only delinquent taxes will be received. As of this date, we have completed 83.29% of the year; however, we have received 100.57% of this main General Fund revenue source (17.28% more). The state revenues are in line with budget to date. Also, interest earned in our bank accounts continues to exceed the budget due to a change in our interest rate by the bank; it is adjusted each month based on the current prime rate. We have received over $1.1 million within the current year for Idalia claims from FEMA and our insurance company; there are still claims to be paid before the City is made whole from the funds expended for the event. We received slightly more (107.13%) of our budgeted interest revenue ($287,893) for the first ten months of FY2025. Overall, revenue for this ten-month period is good.

* Further details are listed in the full departmental reports.

Operating Expenditures overall are at approximately 47.96% of the budget – 35.33% less than budget. Many departments have paid their annual dues as well as the computer licensing annual costs were paid in October. These one-time annul costs tend to skew the numbers for the first part of the year. Departments are working to complete projects prior to year-end and encumber funds. Projected expenditures for FY 2025 are $19,462,578 or $11,441,996 more than the original budget; this is primarily for the rollforwards approved during the November council meeting including Hurricane Idalia & Helene funding along with the funding for the two new Fire trucks approved during the December council meeting.

Marketing/Special Events

Marketing and Special Events are reported as a Special Revenue Fund; however, the fund is still reflected within the financials under the governmental fund. This fund will always net to zero as a monthly transfer from the General Fund is processed to balance the fund; this is the main revenue source for this fund. The total transfer for the first ten months of the year totaled $168,561. Vendor events fees are billed to each vendor for utilization of City space and utilities as City Events continue through the year. The City continues to collect vendor sponsorships to assist with the cost of City events.

Visitor Services - Kings Bay Paddlecraft Program and Park Enforcement Program

Revenues for the year are less than budget ($332,458 – 56.32% vs 83.29%). Both Hurricane Helene and Milton impacted the City parks' operations due to closure for a few weeks. Also, the parking meters were non-operational until April. Following Hurricane Idalia, there was concern by the vendor and management this may occur due to the saltwater intrusion. They worked for almost a year and then gradually they all began to fail. The City had ordered new meters; they were delivered and installed the first week of April. The parking meters are one of our main sources of revenues for the parks' operations. The kayak launch rental fees, our other main source of parks' revenues were waived for October due to the hurricanes. Unfortunately, two hurricanes back-to-back has significantly impacted the City parks' revenues for the first half of 2024- 2025.

Expenditures for the year are less than budget by approximately $368,438 (20.22% – 63.07% less). This is primarily due to the Park Ranger truck purchase of over $40,400. The fund currently reflects a positive net position - $109,817.

CIP

Revenues in the CIP Fund continue to remain low in comparison to the revenues budgeted (4.87%); this is primarily due to the grant funding for projects totaling almost $10 million which includes City Hall design and demolition which have not begun yet. Both the state revenue and the local option gas tax are in line with the budget for the first ten months of FY2025.

Capital expenditures for the first ten months are also less than budget (9.08%). The main spend year-to-date was for some stormwater projects and the Copeland Park Fishing Bridge. Public Works continues the planning the various capital projects for the year. Very little has been encumbered to date.

Water/Sewer

Operating revenues are slightly less than the budget for the month (77.08% vs 83.29%). The only revenues for the first ten months of the year were the utility billings and interest earned at the bank.

Operating expenditures are also less than the budget (80.35% vs. 83.29%). The contract with U.S. Water in the amount of $1,701,342.96 has been encumbered for the year as reflected within the encumbrance. Several of the SRF loans for the old sewer expansion projects were paid year-to-date totaling over $135,488 along with the bond loan totaling over $475,885.

Capital Revenues for water and sewer are less than budget (5.59% vs. 83.29%). 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 (4.68% vs 83.29%). There continues to be very little activity for the first ten months of the year as Public Works in coordination with U.S. Water are planning the capital projects for the year; it appears at this point in the year, several projects will most likely roll into FY2026. Staff also continue to work on the sewer expansion projects. Most FY2024 projects were rolled forward into FY2025.

Sanitation

Sanitation revenues are slightly less than budget for the month (76.71% vs. 83.29%). Staff completed a comparison of City customer billings to Waste Management billings to the City. There were a few adjustments necessary by both the City and the vendor. The vendor again will pay the Franchise fees monthly vs. annually. The $140,000 collection reflects as revenue into the fund, and then a transfer to General Fund; one-twelfth of this is the $11,666.67.

Sanitation expenditures are slightly over budget (88.20%) – 4.91% more than budget.

The fund will likely close with a shortfall as did FY24. This will be corrected as Council recently approved an increase to all residential garbage customers to absorb the ongoing vendor CPI increase over these last few years which has not been passed on to our customers.

Three Sisters Refuge

Revenues for the first ten months of the year are more than budget (107.04% vs. 83.29% - 23.75% more). This fund continues to see an increase in revenues over prior years; tourism is essential for this enterprise fund to be successful. Operating expenditures are running slightly less than budget for the first ten months of the year (61.96% vs. 83.29%). Three Sisters operations were gearing up for season, which required replenishing supplies and training staff. This fund reflects a positive net position to date of $382,475. Overall, this fund primarily continues to be self-sufficient.

CRA

Revenues for the first ten months of the year are significantly higher than budget (112.71%) due to the Ad Valoreum Tax which was billed to the County as of the close of February 2025. The only revenue normally received monthly is interest income; this revenue source exceeded budget (102.29% vs. 83.29%).

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

* Further details are listed in the full departmental reports.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 6.C.**

Requested Motion: Motion to reappoint Deborah MacArthur Anderson to Planning Commission Seat No. 2, reappoint Karen Cunningham to Planning Commission Seat No. 6, and appointment of Kimberley Salter to Alternate Seat No. 1 from Alternate Seat No. 2

Summary:

Terms for Planning Commission Seats No. 2, No. 6 and Alternate Seat No. 1 are set to expire 09/30/25 and are up for renewal.

Deborah MacArthur Anderson has served one term in Planning Commission Seat No. 2. Mrs. Anderson was first appointed on September 12, 2022, and wishes to serve a second term.

Karen Cunningham has served one term in Planning Commission Seat No. 6. Mrs. Cunningham was first appointed on September 12, 2022, and wishes to serve a second term.

With the upcoming vacancy of Planning Commission Alternate Seat No. 1, staff recommends appointment of Kimberly Salter, who has served in the Planning Commission Alternate Seat No. 2 since January 23, 2023.

With upcoming Alternate Seat No. 2 vacancy, staff is advertising for applicants and will bring forth an appointment at a later date.

Staff Recommendation:
Staff recommends reappointment of Deborah MacArthur Anderson to Planning Commission Seat No. 2, reappoint Karen Cunningham to Planning Commission Seat No. 6, and appointment of Kimberley Salter to Alternate Seat No. 1 from Alternate Seat No. 2

ATTACHMENTS:
Description
Planning Commission ROSTER_9-22-25.doc

CITY OF CRYSTAL RIVER PLANNING COMMISSION

3 Year Terms

MEMBER TYPE/ SEAT #	NAME/ADDRESS	APPOINTED	TERM END	WORK EXPERIENCE
At Large per LDC 8.02.02(E)(2) **Seat #1**	**Richard Laxton** 1411 NW 19th St. Crystal River, FL 34428 352-302-2883 RLaxton@Tmarkhomes.com	**03/10/08(O)** 12/12/22 (A) 10/23/23 (R)	**9/30/26**	Architect/ General Contractor
Construction per LDC 8.02.02(E)(2) **Seat #2**	**Deborah MacArthur Anderson** 707 Miller Creek Road Crystal River, 34428 813-390-6010 deborahanderson0@me.com	**10/13/08(O)** 9/12/2022 (A) 9/22/25 (R)	**9/30/28**	Planning and Architectural Design
Office Mgr. per LDC 8.02.02(E)(3) **Seat #3**	**Kristen Coble** 1611 NW 20th Ave. Crystal River, FL 34428 352-302-9449 Kristen.L.Bare@gmail.com	**10/01/09(O)** 9/23/24 (A)	**09/30/27**	Education
At-large per LDC 8.02.02(E)(4) **Seat #4**	**Terrance "Terry" Thompson** 1107 SE 4th Ave Crystal River, FL 34429 352-895-3561 Captterryrealtor@gmail.com	**10/01/09(O)** 10/25/21 (A) 9/23/24 (R)	**09/30/27**	Real Estate Broker
Architect per LDC 8.02.02(E)(4) **Seat #5**	**Larry Schenavar** 221 SE 2nd Pl Crystal River, FL 34429 352-895-6838 lschenavar@gmail.com	**10/13/08(O)** 03/28/22 (A) 10/23/23 (R)	**09/30/26**	Consultant
At-large per LDC 8.02.02(E)(4) **Seat #6**	**Karen Cunningham** 2011 N.W. 15th Street Crystal River, FL 34428 352-795-2441 kscunn@gmail.com	**03/10/08(O)** 9/12/2022 (A) 9/22/25 (R)	**09/30/28**	Real Estate Broker
Property Appraiser per LDC 8.02.02(E)(3) **Seat #7**	**Gregory Acker** 387 N. Magnolia Circle Crystal River, FL 34428 352-586-9695 Greg.acker@qcdatabase.com	**10/13/08(O)** 9/23/24 (A)	**09/30/27**	Project Manager and Construction
Alternate **Seat #1**	**Kimberly Salter** 410 NW Fern Dr. Crystal River, FL 34429 386-316-5707 kmurphysalter@gmail.com	**10/01/09(O)** 9/22/2025(A)	**09/30/28**	Marketing and Project Management
Alternate **Seat # 2**	VACANT	**10/01/09(O)**	**09/30/26**	
Citrus County School District Non-voting Member S. 163.3174(1), F.S.	**Chuck Dixon, AICP** 2575 S Panther Drive Lecanto, FL 34461 (352) 746-3960 dixonc@citrusschools.org	N/A	**N/A**	Director of Planning and Growth Management, Citrus Co. Schools

O- Original Term Date
A- Appointed
R- Reappointed

9/22/2025 REV. 1

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 6.D.**

Requested Motion: Motion to approve modifications to the Human Resources Policy Manual dated October 1, 2025

Summary:

Motion to Approve Modifications to the Human Resources Policy Manual

A motion to approve the proposed modifications to the Human Resources Policy Manual, dated October 1, 2025.

The key revision for the Human Resources policy manual is a policy addressing the appropriate and responsible use of Artificial Intelligence (AI) tools by City employees. With the increasing use of AI technologies in the workplace, establishing clear guidelines ensures employees understand expectations related to confidentiality, accuracy, compliance with laws, and ethical use of AI in performing City business.

Staff Recommendation:
Approval of modifications to the Human Resources Policy Manual dated October 1, 2025

ATTACHMENTS:
Description
Human Resources Policy Manual October 1, 2025 Red - Lined.pdf



HUMAN RESOURCES POLICY MANUAL

~~May~~ October 1, 2025

City of Crystal River Human Resources Manual Document Revision

Version	Date	Revised By	Description of Changes
1.0	10/1/2023	Mary Helprin	Initial version
1.1	11/1/2023	Mary Helprin	Updated Employment Policy – page 12
1.2	5/1/2025	Mary Helprin	Exhibit A
1.3	10/1/2025	Mary Helprin	Artificial Intelligence Policy – Article 5

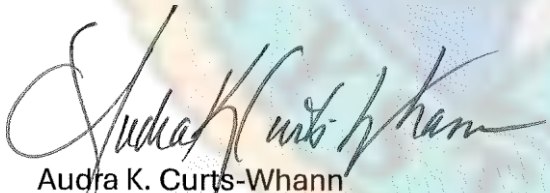
Note: This revision page is intended to provide a summary of changes made to the Human Resources Policy Manual. For detailed information about specific policy revisions, please refer to the corresponding sections in the manual or exhibits.

The City of Crystal River was officially incorporated as a city on July 3, 1923, and proudly celebrated its centennial anniversary in 2023. As employees of this unique and growing city, we seek to ***serve*** its residents and visitors, and to ***maintain, preserve, enhance*** and ***embrace*** its beauty, charm and the abundance of nature around us.

The commitment, dedication and hard work of our staff are the driving factors in maintaining our residents' quality of life and making our city a place people want to visit to support our local businesses.

This employee handbook is divided into sections - including objectives and administrative policies, your responsibilities and rights as an employee, workplace safety guidelines, leave and compensation information, and general provisions to answer questions you may have as a valued employee of Crystal River. The handbook is intended to clearly communicate the city's policies and guide you during your career with the City. Please make yourself aware of the city's policies and guidelines.

We are proud to have you as a member of our team!



Audra K. Curts-Whann
City Manager
City of Crystal River

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INTRODUCTION

The purpose of this manual is to generally describe the Human Resources process and set forth policies to be followed by the City of Crystal River in the administration of its Human Resources program. This HR manual supersedes any previous HR Policy or manual. No manual can anticipate all circumstances that may arise. Actions taken where this manual is silent are the prerogative of the City Manager or the City Manager's designee. Questions regarding the interpretation of these policies or procedures should be directed to your immediate supervisor, Department Director and Human Resources Director.

Periodically existing policies will be revised to comply with changes in State and Federal Law. Proposed manual revisions will be prepared by the Human Resources Director and thereafter will be presented to the City Manager. Any such revisions will be communicated to employees through official notices, or memos from City Manager or Human Resource Director and said revisions shall supersede, modify and/or eliminate existing policies or benefits contained herein. Electronic Copies will be distributed as appropriate. Printed copies will be available upon request.

Employment at the City of Crystal River is an at-will relationship. This means that either the employee or the city may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no city representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

ARTICLE 1 - GENERAL PROVISIONS

A. PURPOSE

The Human Resources Manual is designed to be the primary reference document for communicating and interpreting Human Resources policies, programs, and procedures to employees at the City of Crystal River.

The City reserves the right to interpret, change, modify, add, delete or not apply all or part of the provisions of this manual at any time.

B. SCOPE

The terms of this Manual apply to all employees of the City except as follows contract workers shall have only those rights and privileges of employment as are specified in their written contracts of employment.

C. OPERATIONAL RULES, REGULATIONS AND PROCEDURES

The City Manager and Department Directors may establish, and enforce departmental operational rules, regulations and procedures in addition to the regulations contained herein, provided, however, that any such rules, regulations and procedures shall not be inconsistent with the regulations contained herein.

D. DEFINITIONS

1. **ACTIVE MILITARY SERVICE** Active duty in the Florida defense force or federal service with any branch of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard. The period of active military service shall commence with the date of entering upon active military service, and shall terminate with death, or a date thirty (30) days immediately next succeeding the date of release or discharge from active military service, or upon return from military service, whichever shall occur first. Active military service shall include the period during which a person in military service is absent from duty due to illness, wounds, leave, or other lawful cause.

2. **ANNIVERSARY DATE** The calendar date each year, which is the same as the month and day of an employee's initial date of employment. Re-employment after a break in service shall result in a new anniversary date.

3. **BREAK IN SERVICE** An interruption in continuity of employment by the City following the legal termination of such employment. Reductions in force for periods of less than eighteen (18) months shall not constitute a break in service.

4. **CITY** The City of Crystal River, Florida.

5. **COMPENSATION PLAN** A systematic process for evaluating jobs based on similarities in duties, responsibilities, and requirements. When positions have sufficiently similar duties, responsibilities, and requirements they are appropriately classified in one job with same title and be allocated on the same salary range.

6. **CONTRACT WORKER** A person who has a written contract for employment with the City to perform specific duties for a specified period of time.

7. **DATE OF EMPLOYMENT** The date on which an employee begins active employment with the City.

8. **DEMOTION** The reassignment, voluntary or involuntary, of an employee into a position having a lower pay range than the employee's previous position. The term does not include the reclassification of a position or the reallocation of a position.

9. **DEPARTMENT DIRECTOR** The Department Director of each City Department.

10. **DISCIPLINE OR DISCIPLINARY ACTION** The dismissal, suspension, demotion, or reprimand of an employee.

11. **DISMISSAL** An involuntary separation from employment, except by expiration of term, suspension or retirement.

12. **ELIGIBILE APPLICANT** A job applicant who meets the minimum qualifications for consideration for a position with the City.

13. **EMPLOYMENT-AT-WILL** The practice whereby employees are hired for an indefinite period of ~~time~~time, and the employment relationship may be terminated at-will by either party at any time. Unless otherwise indicated, all employees of the City of Crystal River shall be considered at-will employees.

14. **FISCAL YEAR** The period of time which begins on October 1st of each year and continues through September 30th of the following year.

15. **FULL TIME EMPLOYMENT** A full-time employee is an individual who is regularly scheduled to work in excess of thirty two (32) hours per week (on average, annually), as defined by the City's employment policies. Full-time employees are eligible for benefits as outlined in the City's policies, in accordance with federal law.

16. **FURLOUGH** A furlough is a mandatory temporary leave of absence from which the employee is expected to return to work or to be restored from a reduced work schedule.

17. **GRIEVANCE** A formal action initiated by an employee who believes that a workplace condition is unjust, inequitable, or hinders effective operations. However, dissatisfaction with performance evaluations is not considered a grievance unless the evaluation is alleged to be based on factors unrelated to job performance. Grievances do not include

complaints regarding disciplinary actions.

18. **IMMEDIATE FAMILY** The spouse, children (including step children), mother, father, sister, brother, grandmother, grandfather, and stepparent of an employee or an employee's spouse or domestic partner.

19. **INITIAL PROBATIONARY PERIOD** A six (6) month period of probationary employment, in the same position, immediately following the original date of employment by the City, or following a break in service. During this period, the employee may be disciplined or dismissed without a right of appeal.

20. **LATERAL TRANSFER** The movement of an employee from one position to another position having the same pay range and the same degree of responsibility. Lateral transfers may be within the same department or from one department to another.

21. **LAYOFF** A layoff is a separation of employment due to lack of work during periods of economic downturn or organizational restructuring. Layoffs may be permanent, or employers may implement a temporary layoff with the intention of recalling workers if circumstances allow.

22. **LEGAL HOLIDAY** Those days established by City Administration as a day when City offices are closed, and employees receive Holiday pay.

23. **MANAGEMENT EMPLOYEES** An employee serving as a Director, Assistant Director and the City Manager (unless otherwise specified in employment contract).

24. **OBSERVED HOLIDAY** Those days established by City Administration as Holidays that fall on a Saturday or Sunday are observed by the City on the preceding Friday or following Monday.

25. **PART TIME EMPLOYMENT** Part-time employment is defined as a position in which an employee is regularly scheduled to work fewer than thirty-two (32) hours per week, (on average, annually). Part-time employees may be eligible for limited benefits as outlined in the City's employment policies and in accordance with federal law.

26. **PAY RANGE** Is the span between the minimum and maximum salary or wage an employer is willing to pay for a specific job or position.

27. **POSITION** A grouping of duties, responsibilities and tasks to be performed by an employee.

28. **POSITION CATEGORY**

Position category is defined as follows:

a. Officials and Administrators
b. Professionals

c. Administrative Support
d. Service/Maintenance
e. Skilled Trade Workers

29. **PROBATIONARY EMPLOYEE** A person who occupies a position included in the City's Compensation Plan who has not yet successfully completed his/her probationary period.

30. **PROMOTION** The competitive movement of an employee into a position having a higher pay range than the employee's previous position. The term does not include the reclassification of a position or the reallocation of a position.

31. **PROMOTION PROBATIONARY PERIOD** Normally, a period of three (3) months of conditional probation, immediately following promotion. This period may be extended for an additional period of up to six (6) months. Such period of employment does not affect the employee's rights as a regular employee, including the right to appeal disciplinary action.

32. **RATE OF PAY** An employee's wage or salary, whichever is appropriate to an employee's status under the Fair Labor Standards Act 29 U.S.C., Sections 201-219.

33. **REALLOCATION** The movement of a position to a higher or lower pay range based on an assessment of market conditions affecting the attraction, hiring, and retention of employees in that position.

34. **RECLASSIFICATION** The non-competitive movement of an employee to a position in the same or a different (higher or lower) pay range due to a material change in that employee's job duties and responsibilities.

35. **REDUCTION IN FORCE** The involuntary separation, through no fault of the employee, as by reason of lack of work, lack of funds, changes in organization, or similar cause, and without adverse effect on the employee's eligibility for further employment.

36. **REGULAR EMPLOYEE** An employee who has successfully completed the initial probationary period and does not fall into the Management category.

37. **RE-HIRE** The reemployment of an individual for labor or personal services in exchange for wages or salary. Rehired individuals are considered new employees for all purposes of this Manual.

38. **RESIGNATION** The voluntary separation of an employee from their position.

39. **RETIREMENT** The voluntary cessation of one's position, occupation, or active professional career.

40. **SENIORITY** Preferential position which is based on length of continuous employment with the City, and which is one of the criteria applied in determining order of layoff, or reduction of force.

41. **SEASONAL EMPLOYEE** A type of temporary employee who works during specific times of the year, typically on a part-time basis.

42. **SUSPENSION** Involuntary separation from employment during a limited period of time for disciplinary or administrative purposes.

43. **TRANSFER** The voluntary or involuntary movement of an employee from one position to another within the City Department to which the employee is assigned.

ARTICLE 2 - EMPLOYMENT POLICIES

A. EQUAL EMPLOYMENT

The City of Crystal River provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The City of Crystal River will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon City of Crystal Rivers' business operations.

The City will make reasonable accommodations for qualified individuals with known legally recognized disabilities, under the Americans with Disabilities Act (ADA). This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

These protections extend to all management practices and decisions, including recruitment and hiring, evaluation systems, promotions, training, and career development programs.

B. PREFERENCE TO VETERANS

In accordance with the provisions of Chapter 205 Florida Statutes, Sections 295, 07-085 veterans and spouses of veterans who meet certain criteria are eligible for preference in

employment or promotion provided the veteran or spouse possesses the minimum qualifications of the position as outlined in the job description. Such preference does not preclude the hiring (outside hire) of a non-veteran who is more qualified than a veteran.

Veterans' preference does not apply to the following positions with the City:

- City Manager
- City Attorney
- City Clerk
- Department Directors

C. DRUG AND ALCOHOL FREE WORKPLACE

The City's Drug-Free Workplace Policy is aimed at ensuring zero tolerance to illegal drugs at all times and its alcohol-free policy to zero tolerance under circumstances that affect or might affect the safety and wellbeing of employees, citizens and others, or that adversely affect or might affect the effective operation of City operations. This policy has been implemented in accordance with sections 440.101 and 440.102 of the Florida Statutes.

1. PROHIBITIONS

a. ILLEGAL CONTROLLED SUBSTANCES

The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to manufacture, sell or distribute illegal controlled substances at any time whether on or off duty and whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.

Please be advised that marijuana, even if prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the City strictly prohibits the use of marijuana for any purpose at all times, both on-and off-duty.

b. ALCOHOL ABUSE

Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle; while operating a piece of City equipment; or while being transported in City vehicles at any time. In addition, employees are prohibited from reporting to work under the influence of alcohol and from otherwise using alcohol in a manner at any time which adversely affects or might adversely affect the interests or operations of the City.

The City requires an applicant seeking employment with the City to submit to a pre-employment seven (7) panel drug screen. Any applicant who tests positive for illegal substances shall not be employed by the City.

The City may require an employee to submit to a blood, urine or other medical test to screen for the presence of unauthorized controlled substances or alcohol whenever there is reasonable suspicion that the employee is under the influence of unauthorized controlled substances or alcohol. Additionally, the City reserves the right, upon reasonable suspicion, to conduct a search of lockers, desks, purses/tote bags, equipment, and workspace on City property. The City further reserves the right to involve the Citrus County Sheriff's Office if there is reasonable suspicion that an employee has an illegal substance in their personal vehicle parked on city property.

Refusal of any employee to submit to blood, urine or other medical testing will result in appropriate disciplinary action up to and including dismissal. The City encourages any employee with a substance abuse problem to contact Human Resources Department for information about the City's Employee Assistance Program (EAP).

2. LEGAL USE OF PRESCRIPTION AND NON-PRESCRIPTION DRUGS

The legal use of prescription and non-prescription drugs is often necessary. Unless used in accordance with a valid prescription from a medical professional or in accordance with accepted over the counter uses, the City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute prescription drugs. Employees are required to advise his or her supervisor if he or she is taking prescription or non- prescription drugs which have the potential to adversely impact the employee's job performance or the employee's ability to work in a safe and efficient manner.

Please be advised that marijuana, even if prescribed for a medical purpose and even if deemed lawful by some states for other purposes, remains an illegal controlled substance under federal law. As such, the City strictly prohibits the use of marijuana for any purpose at all times, both on-and off-duty.

3. REASONABLE SUSPICION TESTING

An employee will be subject to drug and alcohol testing whenever reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy or otherwise engaging in conduct in violation of this policy. Reasonable suspicion shall be based on specific, objective and articulable facts and reasonable inferences drawn from those facts in light of experience. In making this determination, relevant factors may include, but are not limited to:

a. Observable phenomena, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
b. Abnormal conduct, erratic behavior or a significant unexplained deterioration in work performance;
c. A report of drug use, provided by a reliable source;
d. Evidence that an individual has tampered with a drug test during his or her employment with the City;

e. Information that an employee has caused or contributed to an accident or injury while at work;
f. Evidence that an employee has negligently or recklessly operated a vehicle, equipment or machinery while at work;
g. Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.
h. Supervisors who determine that reasonable suspicion exists to require an employee to submit to a drug and/or alcohol test are required to promptly document in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing.

4. ACCIDENTS, INJURY AND INCIDENTS

An employee will be subject to drug and alcohol testing whenever:

a. A City vehicle is involved in an accident, regardless of how minor. The driver/operator will be required to undergo a seven (7) panel drug test immediately.

b. In the event of damage of any City property over the amount of $500.00. The driver/operator will be required to undergo a seven (7) panel drug test immediately.

5. OTHER LAWFUL TESTING

The City reserves the right to conduct any other type of lawful drug or alcohol testing. Employees who are subject to the drug and alcohol testing requirements imposed by the Department of Transportation on operators of commercial motor vehicles must fully comply with this policy as well as the DOT-mandated Substance Abuse Policy for Commercial Motor Vehicle Operators. When safety sensitive CDL employees are being tested pursuant to this policy (i.e., the non-DOT policy), the testing procedures set forth below shall apply. When safety-sensitive CDL employees are being tested pursuant to the DOT-mandated policy, the procedures set forth in that policy shall apply.

6. TEST RESULTS

The following procedures will be followed if an employee or job applicant has a confirmed positive test result:

a. An employee or applicant who receives a positive confirmed test result may contest or explain the result to the Medical Review Officer identified above within five working days. If the MRO determines that the employee's explanation is unsatisfactory, the MRO will report the positive test to the City. The employee or applicant may contest a positive confirmed test result pursuant to this policy**,** section 440.102 of the Florida Statutes, or other applicable law. If an employee or applicant seeks to contest the laboratory result, it is his or her responsibility to contact the laboratory to advise of any administrative or civil proceeding challenging the results and to request that the test sample be preserved.

b. Within one hundred and eighty (180) days of receiving written notification of a positive test result, an employee or applicant may, at his or her expense, have the positive sample retested at a different laboratory licensed and approved by the Agency for Health Care Administration.

c. Within five (5) working days after receipt of a positive confirmed test result from the MRO, the City will inform the employee or applicant in writing of the test result, the consequences of the test result and any options that the City may elect to afford the employee or applicant in accordance with this policy. Within five (5) working days after receiving notice of a positive confirmed test result from the City, the employee or job applicant may submit information to the employer explaining or contesting the test result and explaining why the test result does not constitute a violation of this policy. If the City determines that the explanation is unsatisfactory, the City will provide a copy of the test result to the employee or applicant along with a written reason as to why the explanation was deemed unsatisfactory.

7. CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the City's drug testing program are confidential and exempt from the provisions of Chapter 119 of the Florida Statutes (Public Records Law) and may not be used or disclosed except as otherwise provided by section 440.102 of the Florida Statutes or other applicable law.

Employee Assistance Programs (EAP) are available to assist employees who voluntarily self- report, prior to being requested to test, drug or alcohol related problems which have not yet adversely affected their job or City operations. Employees who voluntarily seek help, who have not had a positive drug test and who are not participating in EAP at the time or at any previous time, will not be subject to discipline. Employees with drug or alcohol related problems who wish to seek voluntary assistance through the EAP may contact one of the following EAP providers (or any other similar provider)

The National Helpline provides twenty four (24) hour free and confidential referrals and information about mental and/or substance use disorders, prevention, treatment, and recovery in English and Spanish.

The Drug-Free Workplace Helpline 1-800-WORKPLACE (967-5752)

Substance Abuse and Mental Health Services Administration SAMHSA's National Helpline 800-662-HELP (4357)
TTY 800-487-4889

Employees and applicants who violate this Policy will ordinarily not be eligible to elect participation in EAP in lieu of disciplinary action. The City may permit exceptions to this provision where the City Manager determines, in his or her exclusive discretion, that the specific circumstances warrant. In such circumstances, the City may require that an employee in violation of this policy participate and successfully complete the EAP as a

condition of continued employment.

All action taken by supervisors under this policy must be coordinated through the Human Resources Department to ensure compliance with all applicable laws.

8. SEXUAL HARASSMENT

It is the policy of the City of Crystal River to provide a workplace that is free from harassment of one employee by another employee, Department Director/Supervisor, customer or outside vendor on the basis of gender. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Any employee who feels that he/she is a victim of sexual harassment or is aware of or suspects any prohibited harassment must report the harassment to their supervisor or the Department Director. The supervisor or Department Director shall ensure the Human Resources Director is advised immediately. If an employee is uncomfortable with reporting to the supervisor or Department Director, they may report directly to the Human Resources Director. All complaints of harassment will be promptly investigated and kept confidential to the extent possible. There will be no retaliation against an employee who files such a complaint. Any employee who is found to have violated this policy will be subject to disciplinary action up to and including termination.

9. HARASSMENT

Harassment is defined by the Equal Employment Opportunity Commission (EEOC) as "unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful when:

a. enduring the offensive conduct becomes a condition of continued employment, or;
b. the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive

Any employee who feels that he/she is a victim of harassment or is aware of or suspects any prohibited harassment must report the harassment to their supervisor or the Department Director. The supervisor or Department Director shall ensure the Human Resources Director is advised immediately. If an employee is uncomfortable with reporting to the supervisor or Department Director, they may report directly to the Human Resources Director. All complaints of harassment will be promptly investigated and kept confidential to the extent possible. There will be no retaliation against an employee who files such a complaint. Any employee who is found to have violated this policy will be subject to disciplinary action up to and including termination.

10. WORKPLACE VIOLENCE

The City of Crystal River is committed to providing an environment that is safe, secure, and free from violence or any related disruptive conduct. The following guidelines are to deal with intimidation, harassment, and other threats of actual violence that may occur onsite or offsite during work-related activities.

11. PROHIBITED CONDUCT

a. All employees, customers, vendors, and business associates should be treated with courtesy and respect at all times.
b. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.
c. Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate will not be tolerated.
d. Conduct or behavior that creates a climate of violence, hostility, or intimidation will not be tolerated. Threatening harm, intimidation, or physically aggressive conduct toward any member of the City is prohibited.
e. City resources, including computers, may not be used to threaten, stalk, or harass employees at or outside the workplace.

12. REPORTING

Employees who experience, witness, or become aware of acts of violence or threats of violence by any city employee must report the behavior to the supervisor or Department Director. The supervisor or Department Director shall ensure the Human Resources Director is advised immediately. If an employee is uncomfortable with reporting to the supervisor or Department Director, they may report directly to the Human Resources Director. Every effort will be made to maintain confidentiality, subject to the circumstances. No retaliation will be tolerated against any employee who reports concerns regarding the matters outlined above.

13. POLITICAL ACTIVITIES

All employees are encouraged to register to vote and to exercise this privilege at each opportunity afforded. No employee shall be required to make a contribution of any kind to any political party or any candidate for public office. Solicitation of any kind and in any manner for any political party, purpose or candidate during working hours is prohibited and constitutes grounds for immediate dismissal. Employees are not permitted to wear or display political badges, buttons, stickers or other insignia or to distribute campaign literature during working hours, while wearing a City insignia or uniform, or riding in or on City equipment or vehicles. Employees may run for elected office or be appointed to non- elected office so long as the office is unrelated to the City and does not interfere with their position or responsibilities as a City employee. Employees shall comply with all applicable State laws involving political activities. If an office is compensated, rules in this manual regarding outside employment must be

adhered to (see number 15 below).

14. EMPLOYEE ORGANIZATIONS

City employees shall have all those rights specified in Chapter 447, Florida Statutes pertaining to public employees. This shall include the right to form and join employee organizations for the purpose of representation concerning matters of employment. Any employee participating in or promoting a strike, work stoppage, picketing, slowdown, or other similar forms of interference with the City's operation shall be subject to disciplinary action, up to and including discharge.

15. OUTSIDE EMPLOYMENT

Full time employment with the City is considered primary employment. No full time City employee shall have any other employment without the prior written approval of the City Manager or designee. The employee shall not engage in outside employment where there is a conflict of interest, a conflict with scheduled working hours or during the scheduled work day. If secondary employment does affect the full time employee's performance/attendance, or if a conflict of interest is discovered, the City Manager or designee shall provide the employee with written notice revoking the prior written approval requiring the employee to cease secondary employment. Failure of the employee to comply within a reasonable period of time shall constitute grounds for disciplinary action.

16. PUBLIC EMPLOYMENT OATH

As a condition of employment, any person who becomes employed by the City shall execute a Public Employment Oath as required by Section 876.05 of the Florida Statutes.

> I, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Crystal River and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

In the event the Public Employment Oath required by Section 876.05, Florida Statutes, as same may hereafter be amended or other Florida law requires that the Public Employment Oath be in another form, then the Public Employment Oath required by Florida law shall supersede the oath contained herein.

17. EMPLOYMENT OF RELATIVES

A City employee shall not appoint, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, into a full time position in the City over which that person has supervisory/management responsibility, any individual who is a relative of that employee. The term relative shall mean an individual's spouse, children (including step children), parents (including step parents), siblings,(including

step siblings and half siblings), grandchildren (including step grandchildren) and grandparents (including step grandparents) of the employee and the employee's spouse or domestic partner.

18. DRESS CODE

Employees are expected to maintain a professional appearance at all times. This includes being well-groomed and dressing appropriately for the public service environment to reflect positively on the City. Department Directors are responsible for establishing and enforcing reasonable dress standards within their respective departments which may include:

a. Collared shirts, business casual crewneck or V-neck shirts, blouses, golf shirts, and polo shirts.
b. Tailored or business casual slacks.
c. Jeans that are free of holes, tears, stains, or excessive wear, and worn in a manner that is respectful and professional.
d. Certain departments will be issued uniforms, which must be worn as required.
e. City uniforms and attire bearing the City logo should be worn only during business hours or when City business is conducted after hours with appropriate approval.

The dress code may vary across departments based on assigned duties, responsibilities, or essential job functions, subject to the discretion of the Department Director.

19. NETWORK/ELECTRONIC RESOURCES

Network and electronic resources, such as computers, other hardware, software, email, landline and cellular telephones, fax machines and internet access are tools provided by the City for employees to utilize in their work. These resources are for City business only.

All Internet and email communications, whether personal or business, sent through, received or stored in the City-owned system are the property of the City of Crystal River.

The City reserves the right to monitor email and Internet usage to ensure that its resources are being used for the purposes permitted by this policy.

a. Employees do not have a personal privacy or property right in any matter created, received or sent using the email or Internet, regardless of whether the employee utilizes personal email programs or City email programs.

b. The City reserves the right to access, retrieve, read and delete any communication that is created, sent or received using the City's email or the Internet to assure compliance with this and other policies.

c. Any employee who becomes aware of misuse of the email or Internet system shall

promptly contact their supervisor.

d. No email message relating to City business or containing a citizen's email address should be forwarded to another individual outside the City. This provision does not apply to email addresses of contractors, vendors or others engaged in business activity with the City.

e. All employees of the City are required to complete a mandatory cybersecurity awareness training module within (thirty) 30 days of their hire/start date and annually thereafter. This training is provided through KnowBe4, the City's online learning platform, and is an essential part of the onboarding process to ensure employees are equipped with the knowledge to recognize and prevent cybersecurity threats. (Florida Statute 282.3185(3)(a)1.)

f. All employees are responsible for reporting any suspected or confirmed cyber breaches. If you become aware of a breach or have reason to believe one has occurred, promptly notify your Department Director or Human Resources. They will ensure the incident is reported to IT and the City Manager.

All of the City's policies, including but not limited to policies on Equal Employment Opportunity, Sexual Harassment and Harassment apply to the use of the City's network and electronic resources.

20. PERSONAL USE OF CITY PROVIDED CELL PHONES

Cell phones are provided for the conduct of City business. However, personal use by employees of the City of Crystal River of cell phones is permitted within the following guidelines

a. The use is limited to a reasonable duration and frequency.
b. The use is not related to any illegal activity or the conduct of an outside personally owned business (previously disclosed under number 16 above); The use would not cause embarrassment to the City.
c. The use is not in support of any religious, political or outside organizational activity.
d. The use does not interfere with the performance of City business, the employee's assigned duties or the assigned duties of other employees and does not adversely affect the performance of the employee.

The City receives itemized billings for all City cellular phones, and it is monitored on a monthly basis. An employee may be asked to justify excessive calls and text messages.

ARTICLE 3 - ETHICS

A. Every employee of the City of Crystal River is expected to uphold and exhibit professional conduct that fosters public trust in city government. It is the policy of the City of Crystal River to hold its employees to the highest ethical standards.

B. Every employee of the City of Crystal River is expected to avoid any action that may result in or create the appearance of impropriety including the following:

1. Using their position for private gain.
2. Giving preferential treatment to any person or group.
3. Impeding government efficiency or economy.
4. Losing independence or impartiality of action.
5. Making government decisions outside of official channels.
6. Adversely affecting public confidence in the integrity of government.

C. Every City employee is expected to act in a professional manner at all times and exhibit the following conduct:

1. **SERVE THE PUBLIC** Serve the public with respect, concern, courtesy and responsiveness, recognizing that service to the public is beyond service to oneself.

2. **MAINTAIN PERSONAL INTEGRITY** Demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all public activities in order to inspire confidence and trust in City of Crystal River government.

3. **SEEK NO FAVOR** Affirm that employment will not be used for personal gain or profit through the use or misuse of confidential information, official influence or public time.

4. **MAINTAIN CONFIDENTIALITY** Respect and protect at all times privileged information to which you have access in the course of official duties.

5. **SUPPORT EMPLOYMENT PRINCIPLES** Support and promote employment principles relative to the recruitment, selection and advancement of qualified individuals from all elements of society.

6. **BUSINESS GIFTS** No one shall accept any gifts, favor or thing of value in excess of twenty five dollars ($25.00) that may tend to influence him/her in the discharge of his/her duties or grant in the discharge of his/her duties any improper favor, service, or thing of value.

Employees found violating this policy will be subject to disciplinary action, up to and including termination. No retaliation will be tolerated against any employee who reports a violation of the City's Ethics Policy.

ARTICLE 4 - SOCIAL MEDIA POLICY

The City of Crystal River understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries certain responsibilities with it. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies

to all employees who work for the City of Crystal River.

A. GUIDELINES

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City of Crystal River, as well as any other form of electronic communication.

1. Ultimately, you are solely responsible for what you post online.

2. Before creating online content, consider some of the risks and rewards that are involved.

3. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects residents, customers, vendors, and people who work on behalf of the City or legitimate business interests of the City of Crystal River may result in disciplinary action up to and including termination.

4. Inappropriate postings that may include discriminatory remarks, harassment, negative comments or pictures and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

5. Be respectful, fair and courteous to other employees, residents, customers, vendors, and people who work on behalf of the City or legitimate business interests of the City of Crystal River

6. Do not post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, which disparage employees, residents, customers, vendors, and people who work on behalf of the City or legitimate business interests of the City of Crystal River.

7. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other non-merit-based factors.

8. Posts should be accurate, appropriate and respectful in content. Do not post any information or rumors that you know to be false about the City of Crystal River,

employees, citizens, suppliers, or people working on behalf of the City of Crystal River.

9. Posts made on your private social media account may become public record, pursuant to Florida Public Records Act, if the content of such post relates to City business.

10. Maintain the confidentiality of the City of Crystal River private or confidential information. Do not post internal reports, policies, procedures or other internal city-related confidential communications.

11. Do not create a link from your blog, website or other social networking site to the City of Crystal River website without identifying yourself as an employee of the City of Crystal River.

12. Express only your personal opinions. Never represent yourself as a spokesperson for the City of Crystal River. If the City of Crystal River is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the City of Crystal River.

13. The City of Crystal River prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

14. All City-branded social media is carefully and strategically managed by the Community Engagement Director/Public Information Officer.

15. Employees who wish to use City logos, photos, flyers or other media assets on social media or otherwise must obtain written permission from the Community Engagement Director/Public Information Officer.

16. Employees should not speak to the media on behalf of the City of Crystal River. All media requests should be directed to the City Manager or designee, Community Engagement Director/Public Information Officer or the Visitor Services Director, in regard to Three Sisters Springs.

ARTICLE 5 - ARTIFICIAL INTELLIGENCE POLICY

A. PURPOSE

The purpose of this policy is to establish guidelines for the responsible use of Artificial Intelligence (AI) technologies, inclusive of Generative AI and Automated Decision-Making within the City of Crystal River. The City recognizes the potential benefits of AI to improve efficiency, enhance services, and support decision-making while ensuring ethical, transparent, and secure practices. This policy applies to all City employees, contractors,

volunteers, and third-party vendors who use, procure, or manage AI systems on behalf of the City.

B. GUIDELINES

The City will adopt and use AI in alignment with the following principles:

1. **Transparency & Accountability** – AI use must be explainable, documented, and auditable.

2. **Ethical Use** – AI must not discriminate, infringe on privacy rights, or compromise fairness.

3. **Human Oversight** – All critical decisions affecting residents, employees, or public resources must involve meaningful human review.

4. **Data Security & Privacy** – AI systems must comply with applicable laws, including Florida's public records laws, and protect sensitive data.

5. **Public Trust** – AI use must be communicated openly to maintain resident confidence.

C. ACCEPTABLE USE

1. AI can be used to handle routine tasks, improve communication, analyze information, and support better service delivery.

2. Generative AI tools (such as ChatGPT or Copilot) may be used for drafting, research, or brainstorming, but staff must review all content before sharing.

3. AI results should never be accepted as final or fully accurate without being checked.

D. PROHIBITED USE

1. Do not enter confidential, sensitive, or legally protected information into public AI tools.

2. Do not use AI in ways that could cause discrimination, harassment, or violate rights.

3. Do not use AI to make final decisions about City services, hiring, or discipline without human review.

4. AI notetakers or recording devices are discouraged and should not be used to generate summaries, recordings, or transcripts of City meetings without the prior consent of all meeting participants (which shall be documented by the notetaker, recording device or other written or recorded method).

E. **TRAINING AND AWARNESS**

1. Employees will receive training on appropriate AI use, risks, and compliance requirements.

2. Departments are responsible for monitoring AI use and reporting concerns.

F. **PROCUREMENT AND VENDOR REQUIREMENTS**

1. Vendors must disclose whether AI is being used in their products and provide assurances of data protection and ethical practices

G. **OVERSIGHT AND REVIEW**

1. The City Manager (or designee) will be responsible for overseeing AI use.

2. This policy will be checked each year and updated as needed when technology or laws change.

Violations of this policy may result in disciplinary action up to and including termination, as provided in Article 9.

~~A.~~

ARTICLE ~~5~~ 6 - EMPLOYMENT PROCEDURES

A. EMPLOYMENT OPPORTUNTIY LISTING

The City reserves the right to fill vacant positions; the vacant position which a department intends to fill will be posted by the Human Resources Director on the Employee Information bulletin boards. Internal position postings shall be for a period of three (3) working calendar days. Internal applicants shall provide a resume to the Human Resources Director by the established deadline date. If there is no internal interest in the position it will be posted on the City website until the position is filled. P ositions will be posted on the City website and may be posted in local, regional and national publications as required, and web or any other electronic based employment sites.

B. EMPLOYMENT APPLICATIONS

All applicants will be treated fairly, and no applicant will be discriminated against or given preference because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other non-merit- based factors.

Each applicant shall fully and accurately complete an application on the City Website or web based employment sites, by the established deadline. Paper applications will be available upon request. Applicants claiming Veteran's Preference must do so at the time application for employment is made. The application must be accompanied by a copy of the applicant's discharge papers. Falsification or omission of information on the application form may be grounds for disqualification or termination. Nothing in the offer changes the at-will employment relationship between applicant, or employee and the City or gives the right to employment with the City for any particular time period.

C. APPLICANT EVALUATION AND SELECTION

Selection of applicants for City employment shall be based on the essential requirements of the position being filled with the specific knowledge, skills and abilities necessary for the successful performance of the duties of the position and. Hire will be based on suitability and the needs of the Department. Upon completion of the interview process, and when an applicant has been chosen, the Human Resources Director confirms interest in the position via a telephone contact, email or text. Next, an offer letter (approved by the City Manager) and acknowledgment forms of background check and drug screen will be sent via email to the applicant. Paper copies will be available upon request. Employment will be contingent on the result of a clear background check (which includes criminal background and sexual offender registry,) a driver's license review, and (seven) 7 panel drug screening.

Nothing in the offer changes the at-will relationship between applicant, or employee and the City or gives the right to employment with the City for any particular time period.

D. EMPLOYEE RECORDS

Chapter 119 of the Florida Statues requires public agencies to permit public access to the personnel records of their employees. Requests for information will be complied with as required by current law.

ARTICLE ~~6~~ 7 ~~—~~ - ~~-~~ APPOINTMENTS

A. ORIGINAL APPOINTMENTS

1. No original appointment to a vacant position shall be made by the City until the Department has recalled laid off employees entitled to recall as provided in Article 8.

2. Except for a promotion, demotion, or transfer appointment, all appointments to available positions shall be considered original appointments.

3. Upon original appointment to a position, the following shall apply:

a. **CONTRACT WORKER** Contract workers shall have only those rights and privileges as specified in their written contract for employment.

b. **PROBATIONARY PERIOD** An employee appointed to fill a position on a regular, full-time or part-time basis shall serve an initial probationary period of six (6) months from the date of hire. An employee's initial probationary period may be extended at the discretion of the Department Director or City Manager for up to an additional six (6) months. The Department Director or City Manager may dismiss a probationary employee at any time during the probationary period or the extended probationary ~~period~~period, and the employee shall have no right to appeal against the dismissal. No accrued leave, sick or personal day will be paid out if dismissed during the probationary period.

c. **LEAVE DURING PROBATION** An employee shall not be entitled to use accrued annual leave during the first six (6) months of the probationary period, unless it is leave without pay agreed to prior to hiring; however, in the case of illness, an employee may use accrued sick leave. An employee who is dismissed during the initial probationary period shall not receive payment for any unused leave.

d. **BREAK IN SERVICE** Any employee who is rehired after a break in service shall serve a new initial probationary period.

e. **POSITION CHANGE** Transfer or promotion of newly hired employees during probation shall not affect the initial probationary period. Employees who are promoted shall also serve a conditional probationary period for promotion as defined in this Section F below.

B. NON-COMPETITIVE APPOINTMENT

Upon the approval of both the Department Director and the City Manager, a former employee who either resigned or retired may be appointed to his/her former position without competition provided that the former employee requests appointment within one (1) year of resignation or retirement. Persons hired pursuant to this paragraph shall be considered new employees for all purposes of this Policy unless negotiated otherwise through the City Manager.

C. NON-COMPETITIVE ADVANCEMENT/PROMOTION

Upon the approval of both the Department Director and the City Manager, the City reserves the right to advance or promote an employee to a higher position without outside advertisement.

E. REGULAR EMPLOYEES

Upon satisfactory completion of the initial probationary period, and any extension of the probationary period, an employee shall become a regular employee.

F. PROMOTIONS

An employee is promoted when the employee competes and is moved into a position which has a higher pay range. The promoted employee shall be required to serve a three (3) month conditional probationary period. A promoted employee may be demoted at any time during the conditional probationary period without the right to appeal, unless the demotion is to a lower pay range position than the position in which the employee was serving, as a regular employee, immediately prior to the promotion. Any person who feels he/she has been demoted during the conditional probationary period in violation of the City's Equal Employment Policy may file a grievance as provided in Article 11.

G. DEMOTIONS

An employee is demoted when the employee is voluntarily or involuntarily moved into a position which has a lower pay range. An employee who is demoted prior to becoming a regular employee shall be required to complete a probationary period of three (3) months in the lower position and shall not have the right to appeal the demotion. A regular employee who is demoted shall have the right to appeal the demotion as provided in Article 10 unless the employee has signed a statement that the demotion is voluntary.

H. TRANSFERS

1. An employee may be transferred from one position to another position in the same position within the City Department to which he/she is assigned. An employee may be transferred from a position in one Department to the same position in another Department only with the approval of the City Manager.

2. A transfer of a probationary employee shall not affect that employee's initial probationary period.

3. A regular employee who is laterally transferred shall not be required to serve any probationary period. An employee shall not be entitled to appeal a lateral transfer.

ARTICLE ~~7~~ 8 - VOLUNTARY SEPARATION

A. RETIREMENT

An employee who intends to retire from the City of Crystal River employment shall provide the City with written notice of such intent to retire not less than sixty (60) calendar days prior to the effective date of the retirement, based on the requirements of the Florida Retirement System (FRS) Pension Plan laws and rules in existence as of July

2024 which is subject to modification based on changes in the law or the Florida Administrative Code.

Once an employee's notice of retirement has been accepted by the City, the employee shall not have the right to withdraw the decision to retire unless the City Manager, in his/her sole discretion, consents to the withdrawal of the decision to retire in writing. An employee who submits a written notice of retirement shall not have the right to appeal the decision of the City Manager not to allow withdrawal of the retirement notice.

B. RESIGNATION

A regular employee who intends to resign shall present the reasons in writing to the City not less than fourteen (14) calendar days prior to the effective date of the resignation. Department Directors shall submit the reasons not less than thirty (30) calendar days prior to the effective date of the resignation. Employees who do not give at least a two week written notice shall be deemed ineligible for rehire. Once an employee's notice of resignation has been accepted by the City, the employee shall not have the right to withdraw the resignation, unless the City Manager, in his/her sole discretion, consents to the withdrawal of the resignation in writing. An employee who submits a written resignation shall not have the right to appeal the decision of the City Manager not to allow withdrawal of the resignation. The City retains the right to dismiss an employee the day the resignation is submitted.

C. RETURN OF CITY PROPERTY

Employees separating from the City of Crystal River for any reason shall, prior to separation, return all City-owned property, equipment, keys/key fobs, website information, passwords, and City issued uniforms in his or her possession to their respective department or the Human Resources Department.

ARTICLE ~~8~~ 9 - INVOLUNTARY SEPARATIONS

A. GENERAL

Personnel actions contemplated in this section are those which result in an employee's separation, either permanently or temporarily, from City employment. These actions include dismissal during initial probationary period, layoff, reduction in force, furlough, suspension with or without pay, demotion for cause, and dismissal from employment.

B. DISMISSAL DURING INITIAL PROBATIONARY PERIOD

Probationary employees may be dismissed without cause during the initial probationary period. Employees who are dismissed during the initial probationary period shall not have the right to appeal their dismissal unless it is in violation of the City's Equal Employment Policy. No annual leave, sick or personal day will be paid out.

1. REDUCTION IN FORCE

The City may eliminate a position with no intention of replacing it, resulting in a permanent cut in headcount, due to economic pressures, lack of work, organizational changes or other reasons of business necessity which require a reduction in staff. Employees who are dismissed due to Reduction in Force shall not have the right to appeal their dismissal unless it is in violation of the City's Equal Employment Policy.

2. LAYOFF

In the event of a layoff the City Manager along with the Department Directors will designate positions where layoffs will occur. The following factors, including seniority, will apply in determining which employees will be laid off and in what order the layoffs will occur:

a. Total continuous years of service within the City Department.
b. Total continuous years of service with the City.
c. Total continuous years of service within the City position.
d. The most recent performance evaluation rating.
e. Knowledge, skills and ability to do the job as determined by the Department Director.

Employees will receive written notice of a layoff at least thirty (30) calendar days prior to the effective date of a layoff. The City shall fund any position in which a layoff occurs to provide thirty (30) days' notice.

A laid-off employee shall be paid for all vacation, sick or personal leave to which he/she is entitled upon leaving the City's employment, and shall be permitted to continue health care coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

3. FURLOUGH

An employee may be furloughed from employment with the City for just cause as follows:

a. Slowdown in business;
b. Economic downturn;
c. Lack of work;
d. Budget constraints;
e. Public Health Emergency

Employees will receive written notice of a furlough at least thirty (30) calendar days prior to the effective date of a furlough. The City shall fund any position in which a furlough occurs to prior thirty (30) days' notice. The City shall adhere to FLSA regulations in regard to a furlough.

4. SUSPENSIONS

An employee may be suspended from employment with the City for just cause as follows:

a. Disciplinary reasons.
b. Pending an investigation of possible disciplinary action against the employee.
c. Pending the disposition of felony charges against the employee.
d. Pending the disposition of misdemeanor charges against the employee directly related to the employee's job duties.
e. Impairment of the employee, after reasonable accommodation(s), which affects his/her ability to perform his/her job safely and effectively.

5. SUSPENSIONS WITH PAY

An employee may be suspended with pay as follows:

a. Prior to suspending an employee with pay, the Department Director shall obtain City Manager and Human Resource Director approval and then provide written notice of such suspension to the employee. The notice shall state the reason(s) for the suspension with pay, the effective date of the suspension and the length of time of the suspension.

b. An employee may be suspended immediately with pay, but without the benefit of written notice, upon determination by the Department Director and approval of the City Manager and Human Resources Director as long as such suspension is in the best interest of the public. The employee will be provided written notice of the suspension as soon as practicable.

c. An employee suspended with pay must be accessible during normal business hours or have an easily contacted site agreed upon by the Department Director.

6. SUSPENSIONS WITHOUT PAY

Prior to suspending an employee without pay, the Department Director shall comply with the procedures prescribed in Article 9. An employee who has attained regular status and who is suspended without pay shall have the right to appeal such suspension without pay as provided in Article 10.

G. DISMISSALS

Prior to dismissing an employee, the Department Director shall comply with the procedures prescribed in Article 9. An employee who has attained regular status shall have the right to appeal a dismissal as provided in Article 10.

H. RETURN OF CITY PROPERTY

Employees separating from the City of Crystal River for any involuntary reason shall, prior to separation, return all City owned property, equipment, keys/key fobs, website information, passwords, and City issued uniforms in his or her possession to their respective department or the Human Resources Director.

ARTICLE ~~9~~ 10 - DISCIPLINARY ACTION

A. GENERAL

No disciplinary action shall be taken against an employee with regular status without cause. Disciplinary actions, in increasing order of severity, shall consist of documented oral counseling, written reprimand, suspension without pay, demotion, and dismissal.

B. PROGRESSIVE DISCIPLINE

Generally, the City shall follow a policy of progressive discipline by which less severe forms of discipline are imposed prior to resorting to the imposition of more severe sanctions for the same or similar conduct by the employee. The City, however, reserves the right to impose even the most severe discipline as an initial measure when circumstances warrant.

C. REASONS FOR DISCIPLINE

One or more of the following reasons shall constitute cause for disciplinary action:

1. Incompetence or continued rendering of unsatisfactory service after documented instruction and/or counseling.

2. Gross neglect of duty or specific serious failure to perform assigned duties.

3. Insubordination or the refusal to comply with written or verbal orders, directive or instructions of a supervisor by word, act or deed.

4. Absence without leave, or failure to give proper notice of absence.

5. Repetitive , documented unauthorized tardiness or unauthorized absence from work.

6. Failure to return to duty at the end of an authorized absence.

7. The use of alcoholic beverages or unauthorized controlled substances while on duty.

8. Impairment, to any degree, of an employee's ability to effectively perform his/her job duties due to the use of drugs, alcoholic beverages, narcotics or other controlled substances.

9. Possession of unauthorized controlled substances during working hours on City property.

10. Unauthorized possession of firearms, knives, explosives, or other weapons while on duty or on City property or possession of any concealed weapon **on self** while on City property, or City vehicles.

11. Violation of Florida Statute 790.251
In accordance with Florida Statute 790.251, "Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008," employees are permitted to keep a legally owned firearm locked inside their private vehicle while on employer property, including public and government-owned parking lots. The firearm must remain secured within the private vehicle at all times.

12. Conviction, or entry of a plea of guilty or nolo contendere, of a felony or of a misdemeanor charge directly related to the employee's job duties.

13. Negligent or willful damage to City property.

14. Theft, conversion of, or willful or careless waste of, City supplies, property, or equipment.

15. Inducing or attempting to induce an officer or employee of the City to commit an unlawful act.

16. Using, threatening, or attempting to use personal or political influence in securing promotion, leave of absence, transfer, change in pay, change in character of work, or a change in any other term or condition of employment. For purposes of this section the exercise by an employee of his/her right to petition the City Council shall not be considered to be "personal or political influence."

17. Utilization of official position for unauthorized personal gain.

18. Taking for personal use from any person, a fee, gift, or other valuable thing in the course of work or in connection with work, when the gift or other valuable thing can reasonably be assumed to be offered with the intent or expectation of receiving a favor or better treatment than that accorded other persons and the failure to report in writing an offer of a bribe or gratuity to permit an illegal act. The payment of less than twenty-five dollars ($25.00) for a meal consumed in the course of business is not included in this prohibition.

19. Giving false and misleading statements about oneself, another employee, or any other individual or situation.

20. Falsification of any document related to the employee's City employment, including but not limited to, the employee's qualifying application for employment and/or promotion, the employee's time sheets, or any other official document of the City.

21. Unauthorized use of City personnel services, supplies, property, facilities, or

equipment, including use of the City's exempt tax number.

22. Engaging in personal or business activities unrelated to City employment during work hours.

23. Refusal or failure to fully and truthfully cooperate in any investigation related to City business conducted by or at the direction of the City Council, City Manager, City Attorney, or the Department Director.

24. Violation of Department work rules or operating procedures.

25. Insulting, inflammatory, or abusive language or conduct toward other City employees or toward members of the public while on duty or wearing City apparel.

26. Sleeping during scheduled work hours.

27. Engaging in a strike prohibited by Section 447.505, Florida Statutes, as such may hereafter be amended.

~~**28.**~~ Fighting, horseplay, unsafe conduct or misconduct while on duty or during work hours on City property.

~~**29.**~~**28.** Harassment, violence, brutality or cruelty to another City employee or member of the public, provided that the act was not lawfully or necessarily committed in self-defense or to protect the lives of others.

~~**30.**~~**29.** Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action, because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), parental status, national origin, age, disability, genetic information (including family medical history), political affiliation, military service, or other non-merit-based factors.

~~**31.**~~**30.** Ethnic, racial, religious, sexual, or other harassment directed toward any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel relations.

~~**32.**~~**31.** Failure to maintain competence, qualifications, or licenses to perform the duties of the employee's position.

~~**33.**~~**32.** Negative representation outside the City or work hours while in City Logo Attire.

~~**34.**~~**33.** Actions or conduct detrimental to the interest of the City. Communicating or imparting confidential information either in writing or verbally to an unauthorized person.

~~**35.**~~**34.** Failure to use required safety devices, such as, but not limited to, traffic vests, hard hats, safety shoes, gloves and/or goggles.

~~36.~~35. Failure to use seat belts in City vehicles, either as a driver or a passenger.

~~37.~~36. Use of any type of tobacco or vaping product in a City vehicle, or while in City Logo attire within view of public/patrons on city property.

~~38.~~37. Any other properly substantiated cause which adversely affects the City.

ARTICLE ~~10~~ 11 - EMPLOYEE APPEALS

A. LIMITATIONS

The appeal rights provided in this Section shall apply only to employees with regular status who have been suspended, dismissed, or involuntarily demoted for cause.

B. INITIATION OF APPEAL

Any employee with regular status who has been suspended or dismissed from employment with the City or involuntarily demoted for cause shall have the right to request a hearing to appeal the disciplinary action by making a written request to the Human Resource Director within three (3) working days from the date of written notification of the action.

C. HEARING OFFICERS

The City Manager or designee shall conduct the appeal hearings.

D. APPEAL HEARINGS

1. SCHEDULING OF HEARINGS

The Human Resource Director shall schedule an appeal hearing for suspensions, involuntary demotions for cause, or dismissals within thirty (30) days of receipt of a notice of appeal. The Human Resource Director shall provide notice in writing to the employee no less than ten (10) days prior to the date set for the hearing.

2. ABANDONMENT OF APPEAL

Failure of the employee to appear at the hearing or any continuances thereof and/or any failure to show good and compelling cause why the hearing should be continued, shall constitute an abandonment of any further right to appeal.

3. CONTINUANCES

Requests for continuances shall be submitted in writing to the City Manager with a copy to the Human Resources Director. Except in cases of extreme emergency,

requests for continuation shall be filed not less than five (5) days prior to the date noticed for the hearing. The City Manager or their designee may, in his/her discretion, grant a continuance of a hearing for good cause shown or upon stipulation of all parties.

E. CONDUCT OF HEARINGS

Employee and Department Director shall have the right to present evidence relevant to the issues and to rebut evidence presented against them.

1. EVIDENCE

All testimony shall be transcribed by the City Clerk or Deputy City Clerk or recorded. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of the type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, whether or not such evidence would be admissible in the courts of Florida. Hearsay evidence may be introduced and used for supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding by the City Manager.

2. DECISION

In rendering his/her decision, the City Manager or their designee shall determine whether, based on the evidence presented, the discipline ordered was for just cause.

3. FINAL ORDER

The City Manager or their designee shall provide a Final Order to the parties within ten (10) working days of the appeal hearing. The Final Order shall set forth the City Manager's findings of fact, and decision concerning the disciplinary action. That order shall be final and binding on all parties.

ARTICLE ~~11~~ 12 - GRIEVANCES

A. GENERAL

The grievance procedure outlined in this Article is available to all employees.

1. A Grievance is a difference or dispute between an employee and the City regarding the meaning, interpretation or application of the express terms of Policy. However, dissatisfaction with performance evaluations shall not be considered grievable unless it is alleged that the evaluation is based on factors other than the employee's performance.

2. An employee who believes that any condition affecting the employee is unjust, inequitable, or a hindrance to effective operation of the City, shall not have the right

to file a grievance as provided herein unless the alleged condition relates to the meaning, interpretation, or application of the express terms of this Policy. Such employee may, however, request a meeting to discuss his/her complaint with the City Manager, and/or his/her Department Director.

3. Grievances shall not include complaints related to disciplinary actions other than reprimands. Employees shall have the right to file grievances related to oral or written reprimands.

B. GRIEVANCE PROCESS

1. All grievances shall be submitted by the employee to his/her immediate supervisor or Department Director detailing in writing the employee's complaint in a Grievance letter. The employee must set out full details about the complaint in the letter to give the employer adequate information to carry out a thorough investigation of the matter. Grievances must be submitted within three (3) working days of the date of the occurrence which has caused the grievance or within three (3) working days from when the employee became aware of the facts giving rise to the grievance. Failure to initiate a grievance within this timeframe will result in the grievance being barred from the grievance process. The employee's immediate supervisor or Department Director shall respond to the grievance in writing, to the employee and Human Resource Director within three (3) working days.

2. If the grievance is not resolved by the immediate supervisor to the employee's satisfaction the employee shall have the right to continue the grievance process to the Department Director by following the same procedure as previously outlined within the same time period for submission of the grievance and response to the grievance by the Department Director.

3. If the grievance is not resolved by the Department Director the employee shall have the right to request that the City Manager review the action. This request shall be in writing and shall be submitted by the employee to the Human Resource Director within three (3) working days from receipt by the employee of the response of the Department Director. Failure of the employee to submit such request to the Human Resource Director within the required time period shall constitute abandonment of the grievance. The City Manager will provide a written response to the employee within three (3) working days of receipt of the request from the Human Resource Director.

The City Manager's decision shall be final and binding on both sides.

C. ABANDONMENT OF GRIEVANCE

The following shall constitute abandonment of a grievance:

1. Withdrawal by the employee of a Grievance letter.

2. The voluntary resignation from City employment by an employee while a grievance is pending.

ARTICLE ~~12~~ 13 - PERFORMANCE EVALUATIONS

A. Each employee's performance shall be appraised on an annual basis on the employee's anniversary date to assess performance in relation to job requirements. Such evaluations shall be prepared on forms provided by the Human Resources Director.

B. Each New Hire Probationary employee will be evaluated prior to the end of the 6 month probation period.

C. Each Promotion Probationary employee will be evaluated prior to the end of the 3 month probation period.

ARTICLE ~~13~~ 14 - ATTENDANCE AND LEAVE

A. WORK WEEK AND HOURS OF WORK

1. The standard workweek for full time employees will normally be Monday thru Friday, forty(40) hours, for eight hour days, including two (2) fifteen (15) minute breaks per workday, excluding any time for meals. Alternative schedules may include Saturday and Sunday in city departments based upon the needs of the City.

2. Fire Department - Career firefighter schedules consist of three rotating shifts of Twenty-four (24) hours on duty and forty-eight (48) hours off duty. Career firefighter work weeks vary with shift assignment and may work shifts of one hundred four (104) hours, one hundred twelve (112) hours or one hundred twenty (120) hours in a two-week work schedule.

   Part-time firefighter work week consists of assigned shifts of twelve (12) hours on duty with hours and assignment based on the operational needs of the department.

   Fire Administration staff such as Chief, Station Coordinator and/or Fire Inspector may be assigned to a standard forty (40) hour work week.

   Calculations for regular pay and overtime will be based on a fourteen (14) day work period.

B. WORK DAY

1. Authorized breaks in accordance with the Fair Labor Standards Act shall be included as hours worked. Authorized breaks shall be limited to one break in the morning, not to exceed fifteen (15) minutes, and one break in the afternoon not to exceed (15) minutes.

A non-paid lunch break of one (1) hour should be scheduled. Employees wishing to take less than one hour for their lunch break must have prior approval from their Department Director. Certain departments may have ½ hour non-paid lunch break schedule.

Required attendance at training courses and attendance at approved seminars shall be considered as hours worked.

Any official travel during an employee's normal working hours, whether on regular workdays or regular days off, shall be counted as hours worked. However, travel to and from an employee's home to the employee's regularly assigned work location (i.e., commuting) shall not be counted as hours worked.

2. Fire Department - Career firefighter schedules consist of twenty four (24) hours on duty and forty eight (48) hours off duty shifts, beginning at 0800 and finishing the following day at 0800.

Part-time firefighter schedules consist of twelve (12) hours on duty shifts scheduled based on the operational needs of the department.

Fire Administrative staff schedules follow the standard eight (8) hours on duty Monday-Friday.

Required attendance at training courses and approved seminars shall be considered hours worked.

C. WORK SCHEDULES

1. Each employee's scheduled hours shall be determined by the Department Director. The Department Director shall inform his/her employees of their daily scheduled hours of work (including meal periods and breaks), and shall thereafter inform employees of any changes deemed necessary or desirable by the Department Director.

2. Fire Department - Career firefighter schedules will consist of twenty four (24) hours on duty, forty eight (48) hours off duty. Twenty four/forty eight (24/48) hour shifts commence at 0800 and continue through 0800 the following day.

Part-time firefighter work schedules will consist of twelve (12) hours on duty with assignments scheduled based on the operational needs of the department.

Fire Rescue staff assigned to a forty (40) hour work week shall work a standard work schedule with hours determined by the Fire Chief.

D. COMPENSATORY TIME

With approval of the Department Director, hourly employees can choose to use compensatory time in lieu of being paid overtime. Accurate records of compensatory time accumulated and used will be entered in the payroll system as other accrued leave. In no case will compensatory time earned and not used exceed 40 hours. Employees will accrue comp time at the rate of 1.5 hours per hour of overtime. Any comp time earned must be used within two (2) pay periods after it has been accrued, or the payroll staff shall ensure it is paid out on the next payroll period.

E. OVERTIME

1. A Department Director may require any employee to work overtime. Any employee's refusal to work overtime may be grounds for disciplinary action..

2. All authorized hours worked in excess of forty (40) hours in a standard work week shall be paid per the Fair Labor Standards Act at the rate of one and one-half (1½) times the hourly employee's regular rate of pay. Hours worked shall specifically exclude bereavement leave, military leave, jury duty, unpaid leave, compensatory time used, vacation and sick leave.

3. Any overtime shall be approved by Department Director or City Manager, and must be included in the city's adopted budget. No employee may authorize overtime for themselves; unapproved overtime may be grounds for disciplinary action.

4. Fire Department - The City shall pay overtime pursuant to the Fair Labor Standards Act (FLSA) for both career firefighters and fire administration employees.

5. Pursuant to section 7(k) of FLSA, career firefighters working a twenty four/forty eight (24/48) hour shift will work a fourteen (14) day work period for purposes of determining overtime. Career firefighters working a twenty four (24) hour shift shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours worked more than one hundred and four (104) hours per fourteen (14) day work period unless sick leave is used. Non-exempt fire staff working a standard forty (40) hour work week shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours worked more than forty (40) hours in a week.

F. ATTENDANCE OF EMPLOYEES

1. Full-time employees shall be required to be present on their assigned job for the total hours in the established workweek unless absence from duty is authorized by the Department Director.

2. Part-time employees shall be required to be present on their assigned jobs for the total number of hours for which they are being compensated, unless absence from

duty is authorized by the Department Director.

3. Employees are expected to be at their scheduled worksite during hours of duty. Regular and punctual attendance at work shall be required of each City employee. Excessive unscheduled absences or tardiness shall be grounds for disciplinary action.

4. It is recognized that from time to time unforeseen emergencies may occur, which may make it impossible for an employee to promptly report for work. In such emergencies, a Department Director, through his respective supervisors, may excuse the tardiness. All such excused tardiness should be appropriately documented in the timekeeping system by the supervisor or Department Director.

5. Employees who are late without justifiable reasons, or who have a record of repeated tardiness, may be subject to disciplinary action.

G. ATTENDANCE RECORDS

1. Each Department Director shall keep an accurate record of all hours worked by each employee, as well as a complete and accurate record of all authorized leave which is approved through the approved city timekeeping system.

2. Falsification of any attendance or leave records shall be cause for dismissal of the employee(s) involved.

H. HOLIDAYS

1. The following holidays will be observed as City paid Holidays

a. New Year's Day
b. Martin Luther King Birthday
c. Good Friday
d. Memorial Day
e. Independence Day
f. Labor Day
g. Veteran's Day
h. Thanksgiving Day
i. Day after Thanksgiving
j. Christmas Eve
k. Christmas Day

2. The City Council may designate additional paid holidays. Holidays are adopted annually by the City Council during a meeting, typically in November. After approval, the City shall publish the calendar of traditional holidays and observed holidays (and/or alternate holidays) for employees.

3. All regular and probationary employees are entitled to holiday pay. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday by employees who work a regular work week. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday by employees who work a regular workweek.

4. Fire department Holidays shall be observed on the City's observed day for staff working standard or career fire schedules. Employees will receive eight (8) hours of

Holiday pay on their timecards for holiday and 1.5 times the regular hourly rate worked for the hours worked on the observed holiday.

5. On the holidays set forth in this Article, employees shall receive their regular rate of pay and paid holiday hours will be included in hours worked for calculating overtime in a work week.

6. Any Employee classified as Full Time who is required to work on a traditional holiday or observed holiday as set forth in this Article shall be paid 1.5 times his/her regular rate of pay for each hour worked in addition to the paid holiday hours.

7. Employees classified as Part Time will be paid for time and half if the employee works the actual traditional holiday, not the observed holiday.

8. In order to be eligible for holiday pay, the employee must have worked or have been on approved paid leave on the last scheduled workday before and the first scheduled workday after the holiday. This approved paid leave must be authorized not less than two days prior to the occurrence of the holiday. If an employee does not have prior approval for sick leave, a doctor's note will be required in order to receive holiday pay.

9. Employees will receive two (2) floating ~~holidays~~ personal days ~~annually~~ on October 1, the ~~start~~ beginning of the fiscal year. Employees hired after May 1 ~~(annually)~~ will receive one (1) floating holiday for that fiscal year. Floating ~~holidays~~ personal days must be used by September 30 of the fiscal year and may be taken in increments of one (1) hour. Floating ~~Holiday~~ personal hours cannot be carried over from one year to the next. ~~-~~Floating ~~Holidays~~ personal days will not be paid out at separation of employment. These days must be used by September 30 of the following year or be forfeited.

10. Fire Department - In addition to the annual leave, non-fire City employees ~~are~~ will receive ~~granted~~ two (2) floating personal days on October 1st, the beginning of the fiscal year. Employees hired after May 1 will receive one (1) floating personal day for the fiscal year. Floating personal days must be used by September 30 of the fiscal year and may be taken in increments of one (1) hour. Floating personal hours cannot be carried over from one year to the next. Floating personal hours cannot be carried over from one year to the next. Floating personal days will not be paid out a separation of employment. These days must be used by September 30 of the following year or be forfeited.

~~11.~~

In recognition of the floating personal days granted to standard work schedule staff, Fire staff working a standard forty (40) hour work week also receive two (2) floating personal days for up to sixteen (16) hours and leave may be used in one-hour increments.

Career firefighters working a twenty four/forty eight (24/48) shift schedule receive one (1) floating personal day for ~~up to~~ twenty four (24) hours and leave may be used in one hour increments

I. ANNUAL LEAVE

1. ACCRUALS

All regular full-time employees shall earn annual leave according to the following table

Years of Continuous Service	Length of Annual Vacation
0 – 5 years	10 working days
6 – 12 years	15 working days
13 – 17 years	20 working days
18 + years	25 working days

All employees categorized as Management shall earn annual leave according to the following table

Years of Continuous Service	Length of Annual Vacation
0 – 5 years	15 working days
6 – 12 years	20 working days
13 + years	25 working days

2. FIRE DEPARTMENT ACCRUALS

It is recognized that schedules for career firefighter positions result in more annual working hours than traditional forty (40) hour work week schedules. All employees categorized as Career Firefighters shall earn annual leave according to the following table

Years of Continuous Service	Length of Annual Hours
0 – 5.9 years	86 Annual Hours
6 – 12.9 years	128 Annual Hours
13 – 17.9	171 Annual Hours
18+	214 Annual Hours

The maximum accrual of annual leave shall be two hundred and forty (240) hours. Hours accrued beyond this maximum limit as of September 30th of each year shall be forfeited.

Employees are not permitted to forego use of annual leave for the purpose of receiving payment for annual leave hours as an alternative. Upon separation from service with the

City, an employee shall be paid for all accrued annual leave up to a maximum of two hundred and forty (240)hours.

New employees serving a probationary period are not eligible to use annual leave until the completion of their probation, unless included as a negotiated item in the employee's initial offer of employment.

J. SCHEDULED LEAVE

Leave which is requested and approved prior to the day in which it is taken by the employee shall be considered to be scheduled leave.

K. UNAUTHORIZED ABSENCE

An employee's failure to obtain approval for leave shall result in the hours of absence being without pay. An employee's unauthorized absence also may be grounds for disciplinary action. However, a Department Director shall not unreasonably withhold approval of an employee's request for leave.

L. LEAVE WITHOUT PAY

Based on request and after all other leave time has been exhausted, an employee may request a leave of absence without pay for a period not to exceed thirty (30) days. The request must be submitted in writing to the Department Director and must be approved in writing by both the Department Director and the City Manager. In determining whether to approve the request for leave without pay, the Department Director and the City Manager shall consider factors such as the reason for the request and the department's ability to operate effectively in the absence of the employee. The City shall provide employer paid employee benefits, including, but not limited to, medical or other insurance. The employee may, at his/her option, maintain voluntary benefits at the employee's sole expense.

M. PAYMENT FOR UNUSED ANNUAL LEAVE

An employee who separates from the City (either a voluntary or non-voluntary separation) shall be paid out any remaining accrued annual leave time up to two hundred and forty (240) hours.

N. BEREAVEMENT LEAVE

1. An employee is entitled to up to three (3) working days of paid leave in the event of a death in their immediate family. This bereavement leave will not be deducted from the employee's accumulated annual leave.

For the purposes of this section, "immediate family" includes the employee's spouse, domestic partner, children, parents, siblings, grandchildren, and grandparents. It also

includes the same relatives of the employee's spouse or domestic partner. In special circumstances where another individual is significant to the employee, bereavement leave may be granted at the discretion of the City Manager.

If the funeral is located more than two hundred and fifty (250) miles from the City, the employee may request up to an additional sixteen (16) hours of paid leave. This leave is subject to the sole discretion of the City Manager and will not be deducted from any other type of leave.

Employees who require additional time off, regardless of the funeral's location, may request leave under other applicable City policies, such as vacation leave.

2. Fire Department- In recognition of the different work schedules for career firefighters, staff working twenty four (24) hours on duty, forty eight (48) hours off duty shall be entitled to leave with pay for one twenty four (24) hour shift. Fire Administrative staff on a standard work schedule are entitled to three (3) consecutive working days.

O. SICK LEAVE POLICY

1. The City of Crystal River grants Sick Leave to eligible employees to provide continued income during employee illness. Sick Leave shall not be considered a right to be used at the employee's discretion, but rather a privilege which shall be allowed only in a case of personal illness or disability, pregnancy, medical appointments, legal quarantine because of exposure to contagious disease, or in the case of illness in the immediate family. For this policy, immediate family shall be defined as spouse, dependent children and parents. Employees may be eligible to take leave under the FMLA, if all the requirements are met.

2. All regular and probationary full-time hourly employees shall earn Sick Leave at the rate of .0385 hours per hour or ten (10) days annually while in an eligible pay status. Eligible pay status for the purpose of calculating sick hours shall include regular hours, vacation hours, comp hours, sick hours, and holiday leave but shall not include leave without pay, or hours not worked.

3. A maximum of seven hundred and twenty (720) Sick Leave hours will only be permitted to accrue at any time for employees.

4. Conversion of Sick Leave to Annual Leave is permitted; however, the first three hundred and twenty (320) hours of accrued Sick Leave are not subject to these conversion privileges.

a. An employee with three hundred and twenty (320) hours, but less than seven hundred and twenty (720) hours of accrued Sick Leave, may convert the unused balance of any Sick Leave earned in the previous anniversary year, but not more than forty (40) hours, to forty (40) hours of Vacation Leave (subject to approval

of the employee's Department Director.)

b. All Annual Leave resulting from a conversion of Sick Leave must be taken within a year of conversion. If retirement or separation from City employment occurs during the one year period, the converted leave will revert back to Sick Leave for consideration according to the Sick Leave payout procedures. Converted Sick Leave shall be taken before regular Annual Leave.

5. In order to be granted Sick Leave with pay, an employee must meet the following:

a. Notify the immediate Supervisor prior to the beginning of the scheduled workday of the reason for such employee's absence. Failure to comply with the above may result in denial of Sick Leave for the absence and leave without pay.

b. Upon returning to work, the employee must submit a written request for such leave on the Sick Leave Form to the Department Director.

c. In the event an employee is absent for three (3) days or more, the employee shall submit a medical certification signed by a physician stating the employee may return to work and is physically able to perform the required duties of their job.

d. If the employee is eligible for FMLA leave, appropriate documentation will be required from the employee.

6. Sick Leave will be paid at the employee's current basic rate of pay.

7. Hours taken as Sick Leave will not count as hours worked for overtime calculation purposes.

8. An employee with less than six (6) years of continuous employment upon separation with the City with shall not be paid for any unused sick leave.

9. Employees in good standing with more than six (6) years of continuous employment upon separation with the City shall be paid at the hourly rate at which it was earned (first in-first out rule is applied to hours) for fifty percent (50%) of their accrued sick leave not to exceed two hundred and forty (240) hours.

10. Abuse of Sick Leave or the Sick Leave policies will be grounds for the Department Director to initiate disciplinary action against the employee, up to and including termination.

11. Fire Department - Fire suppression staff will accrue sick leave at .0385 per hour while in an eligible pay status. Due to the increased fire work schedule, fire suppression staff working twenty four/forty eight (24/48) shifts will accrue one hundred and seven (107) hours of sick leave annually.

P. FAMILY AND MEDICAL LEAVE ACT PROVISIONS (FMLA)

1. The Family and Medical Leave Act (FMLA) provides job-protected leave from work for family and medical reasons. This fact sheet explains FMLA benefits and protections.

2. FMLA provides eligible employees of covered employers with job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave.

3. Employees are eligible if they work for a covered employer for at least 12 months, have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and work at a location where the employer has at least 50 employees within 75 miles.

4. Covered employers under the FMLA include:

a. Private-sector employers who employ 50 or more employees in 20 or more workweeks in either the current calendar year or previous calendar year.

b. Public agencies (including Federal, State, and local government employers, regardless of the number of employees.)

c. Local educational agencies (including public school boards, public elementary and secondary schools, and private elementary and secondary schools, regardless of the number of employees.)

FMLA PROTECTION

Twelve workweeks of leave in a 12-month period for:

a. the birth of a child and to care for the newborn child within one year of birth;

b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;

c. to care for the employee's spouse, child, or parent who has a serious health condition;

d. a serious health condition that makes the employee unable to perform the essential functions of his or her job;

e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

The NDAA (National Defense Authorization Act) provides for up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

FMLA PROCESS

a. Requests for FMLA protected leave shall be made thirty (30) days in advance when the leave is foreseeable otherwise notice shall be given as soon as practicable. Requests for leave will be made on approved forms provided by the Human Resources Director. A request for leave due to the employee's health shall be supported by documentation from a medical provider which attests that the employee is unable to perform the functions of his/her job, and the anticipated timing and duration of the leave. A request for leave to care for a family member, including family military leave, with a serious health condition shall be supported by documentation from the healthcare provider indicating the need for hospitalization or continuing treatment. A second or third opinion may be requested at the City's expense in cases of an employee's own illness/injury, but the City shall not be responsible for the employee's time or incidental expenses. Employees shall be required to provide periodic recertification supporting the need for leave.

b. FMLA protected leave taken for the care of an employee's family member or due to the employee's serious medical condition may be taken on an intermittent or reduced work week basis. Intermittent leave or a reduced work week for the birth or placement of a child must be approved by the department director.

c. If an intermittent or reduced work schedule is requested to care for a seriously ill family member, the employee is required to provide the department Director, within fifteen (15) calendar days from the request, medical certification from a health care provider that the care provided by the employee is medically necessary and the expected schedule and duration of the absence. Failure to provide the certification within the time frame may result in the employee being denied leave until the certification is received.

d. At the option of the department Director, the employee requesting an intermittent or reduced work schedule type of leave may be temporarily transferred to another position which more easily accommodates the leave, providing the position has equivalent pay and benefits.

e. An employee on leave for any FMLA covered shall utilize all sick leave, and if applicable accrued annual leave, which shall be considered inclusive of the twelve (12) week entitlement prior to being placed on unpaid leave status.

f. No adverse action can result from an employee's use of FMLA protected leave. No discipline can be administered for taking such FMLA protected leave and

performance evaluations cannot reflect less favorable ratings as a result of an employee's use of this type of leave.

g. Absences for a medical condition, including appointments for treatment or ongoing follow-up appointments with a health care provider, which qualifies under the FMLA, will count toward the twelve (12) weeks per year provided by this Act.

h. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position and maintain health benefits coverage. If an employee is on unpaid FMLA leave the employee may pay the employee share of the premium on a current basis.

Q. REASONABLE ACCOMMODATION

The City will make reasonable accommodations for qualified individuals with known legally recognized disabilities, under the Americans with Disabilities Act (ADA). This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Requests for reasonable accommodation will be considered on a case-by-case basis.

R. BREAK TIME FOR NURSING MOTHERS

Under the Fair Labor Standards Act (FLSA), most nursing employees have the right to reasonable break time to express breast milk while at work. This right is available for up to one year after the child's birth.

S. JURY DUTY

An employee who is summoned for jury duty shall be granted administrative leave with pay for all hours required for such duty, not to exceed the number of hours in the employee's normal work day. The employee must submit a copy of the summons to report for jury duty. Any jury fees shall be retained by the employee, however payment received for service as a juror is to be reported to the Human Resources Director, and the City will pay the difference between jury duty compensation and the regular salary that would have been paid had the employee been at work that day. This does not include mileage reimbursement paid by the courts. The City shall not reimburse the employee for meals, lodging, or travel expenses incurred while serving as a juror. If the employee's court attendance does not coincide with the employee's regular work schedule, the employee shall be granted administrative leave with pay only on scheduled work days.

T. COURT APPEARANCES

a. An employee subpoenaed as a witness in a court proceeding or an administrative hearing not involving service as a paid expert witness shall be granted administrative leave without pay. The employee shall retain any witness fees. The City shall not

reimburse the employee for meals, lodging or travel expenses incurred while serving as a witness pursuant to this paragraph. Employees may choose to utilize paid leave (including floating holidays or annual leave) in lieu of administrative leave without pay.

b. An employee subpoenaed in the line of duty to represent the City as a witness or defendant shall not be granted administrative leave. The employee's appearance in such cases shall be considered a part of the employee's job assignment. The employee shall be paid per diem and travel expenses and shall be required to turn over to the City any fees received in relation to appearance.

c. In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation or service as a paid expert witness. However, an employee may be granted annual leave in such cases with the approval of the City Manager. For purposes of this section, "personal litigation" shall mean any litigation in which the employee is named as a party.

U. ADMINISTRATIVE LEAVE

The City Manager may authorize an employee to take up to a maximum of sixty (60) days of unpaid leave per fiscal year if the City Manager determines that such a leave is in the best interest of the City.

V. MILITARY LEAVE

The City of Crystal River supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs leave for military service should immediately notify their Department Director and the Human Resource Director, who will obtain details regarding the leave.

All employees of the City of Crystal River who serve as commissioned reserve officers, reserve enlisted personnel in the United States military or naval service, or members of the National Guard are entitled to leaves of absence from their duties, without loss of vacation leave, pay, time, or efficiency rating, for all days engaged in training as required by United States military or naval training regulations, whether on active or inactive duty. Employees are entitled to up to two hundred and forty (240) hours of paid military leave within any calendar year. Additional or extended administrative leave beyond this period shall be unpaid but will be granted in accordance with Florida Statute § 115.07

W. LEAVE SHARING

1. The City Manager may authorize employees to donate Annual Leave on a dollar for dollar basis to employees who have exhausted all hours of accrued paid leave.

2. The City Manager may authorize employees to donate Sick Leave on a dollar for

dollar basis to employees who have exhausted all hours of accrued paid leave.

X. DOMESTIC AND SEXUAL VIOLENCE LEAVE

1. The City may grant Domestic or Sexual Violence Leave to eligible employees as provided by law. Up to three (3) workdays of unpaid may be granted for the purposes specified in Florida Statue 741.313 if the employee or a household member of the employee is a victim of domestic or sexual violence. Employees may choose to utilize paid leave (including floating holidays or annual leave) in lieu of unpaid leave.

2. Personal identifying information that is contained in records documenting an act of domestic violence or sexual violence submitted by an agency employee to an agency, as defined in chapter 119, under the requirements of this section is confidential and exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution.

Y. TRAVEL POLICY

1. **LOCAL TRAVEL** Local travel via City vehicle or local travel requiring mileage reimbursement must be approved in advance by the Department Director. All mileage will be reimbursed at the current IRS rate for each mile logged as substantiated by point-to-point odometer readings and purpose of the trip.

2. **TRIPS ON CITY BUSINESS** All trips, whether for education, training or other official business are to be approved prior to the trip.

3. **APPROVAL** All Employees' travel must be approved in advance by the Department Director. Department Directors must have their requests approved, in advance by the City Manager.

Z. TRAVEL GUIDELINES

1. Actual expenses for lodging not paid in advance, or on a City of Crystal River Credit Card will be reimbursed at the tax-exempt single occupancy rate substantiated by a paid receipt.

2. Meals & Incidentals are paid at the standard GSA per diem rate. Rates depend on location of travel. Travel not involving full days and day trips will receive partial per diem. No one shall be reimbursed for any meal included in the seminar or conference program, or any meal which is otherwise complimentary. Generally, meals included as part of a conference are noted in the conference brochure/agenda.

   www.gsa.gov/travel/plan-book/per-diem-rates

3. Meal reimbursement will be based on the time of travel as follows

a. Breakfast Travel must begin before 6 a.m. and extend beyond 8 a.m.

b. Lunch Travel must begin before 12 p.m. and extend beyond 2 p.m.

c. Dinner Travel must extend beyond 7 p.m.

d. Incidentals are not paid unless overnight stay is required. For travel involving an overnight stay, the GSA incidental rate may be included for incidentals in the total per diem rate.

e. Other reasonable expenses for tolls and parking will be reimbursed with receipts for actual costs. The City may **not** reimburse tips, alcoholic beverages or sales tax. A tax-exempt certificate is available for all travelers.

4. MEALS DURING A STATE OF EMERGENCY

Meals, including beverages and necessary supplies, will be provided to employees performing essential duties during a state of emergency when the following conditions apply

a. Employees are actively engaged in emergency response, recovery, or operations at designated Emergency Operations Centers (EOCs) or other approved emergency sites.

b. Employees are not receiving per diem or other meal allowances.

c. Employees are required to work extended hours beyond their normal shifts without reasonable time to obtain meals independently.

d. Access to food or water is limited or unavailable in the immediate area of the work location.

e. Meals should be purchased in a cost-effective and reasonable manner, such as bulk orders from approved vendors.

f. Meals should be delivered directly to the worksite.

5. REIMBURSEMENT AND DOCUMENTATION

a. All meal expenses must be documented with receipts, indicating the date, time, and location of service.

b. Reimbursement for meal costs is subject to federal, state, or local emergency funding guidelines, including FEMA reimbursement standards.

ARTICLE ~~14~~ 15 ~~—~~ - COMPENSATION PLAN

A. GENERAL

The City shall maintain a compensation plan that assures the following:

1. That the employee's job responsibilities are appropriately documented, and then compared to other similar positions; and

2. That the range of pay assigned to position is sufficiently competitive, within the City's relevant labor market, to allow for the recruitment, selection, and retention of competent employees.

B. COMPENSATION STUDY

At least once every five (5) years the City Council and/or City Manager shall consider the City's need to have a comprehensive study of the Compensation Plan conducted.

C. CREATION OF A POSITION

When the City Manager determines that there is a need for a new position title, the job responsibilities shall be appropriately documented in a newly developed job description, and a pay range assigned based upon review of similar positions in nearby governmental entities and current similar city positions, if applicable. The new position shall be added to the Compensation Plan with notification to City Council of such change.

D. ABOLISHMENT OF A POSITION

When the City Manager determines that a position is no longer needed, the City Manager may abolish that position, and update the Compensation Plan with notification to City Council of such change.

E. RECLASSIFICATION

When the City Manager determines that the duties and responsibilities of an existing position have materially changed, the City Manager may retitle that position to an appropriate title and pay range with notification to City Council of such change. The incumbent of a reclassified position shall be placed in the newly titled position unless the incumbent does not meet the minimum qualifications of the new position. The incumbent of a reclassified position shall have his/her wages or salary adjusted as specified in this Article.

F. REALLOCATION

When the City Manager determines that the range of a pay range on the Compensation Plan is no longer competitive or appropriate in the labor market, or when a change is required to maintain the internal equity of the Compensation Plan, the City Manager may move a position to a higher or lower pay range with notification to City Council of such reallocation. The wages or salary of an incumbent of a reallocated position shall be adjusted as specified in this Article.

G. EFFECTIVE DATE OF POSITION CHANGES

Wage or salary changes resulting from changes to the Compensation Plan shall be effective at the beginning of the bi-weekly payroll period following the date of approval by the City Manager.

H. DECISION REGARDING COMPENSATION PLAN CHANGES

Decisions of the City concerning the Compensation Plan shall be final. Employees shall not be entitled to file grievances concerning a decision of the City with respect to the Compensation Plan.

ARTICLE ~~15~~ 16 - COMPENSATION

A. GENERAL

The City shall maintain fair, equitable, and competitive wages and salaries for its employees.

B. ANNUAL RATES OF PAY BY POSITION

The City Council shall be presented the Compensation Plan each fiscal year as part of the budget process. The Compensation Plan shall consist of a series of positions listed by department, and pay ranges (which include a minimum, and maximum for comparative purposes). Annual increases in pay recommended during the budget process will be determined by taking into consideration factors such as cost-of-living and competing wages and salaries in the public and private sectors. Such recommended annual changes shall be presented to the City Council for approval during the budget process. No employee's wage or salary shall be less than the minimum or more than the maximum of the Pay Range to which his/her position is assigned. Employees whose salaries would be in excess of the pay range would not be eligible for an increase to their base pay rate; however, the City Manager may recommend those employees receive a one-time stipend for the amount being proposed above the maximum pay of the employee's pay range.

C. RATE OF PAY UPON HIRE AND RE-HIRE

1. GENERAL

Except as may be otherwise provided in this Resolution, the rate of pay for a newly hired or re-hired person shall be the minimum of the Pay Range to which his/her position is assigned unless approved by the Department Director and the City Manager.

a. Upon completing the initial probationary period, an employee hired or re-hired may receive an increase in pay of not more than five percent (5%), provided that such increase in pay was offered at time of hire. The increase shall be requested in writing by the employee's Department Director and approved by the City Manager.

b. A newly hired or re-hired employee may be employed at a rate of pay which exceeds the minimum of the Pay Range by not more than twenty-five percent (25%) provided, however, that such rate of pay shall first be requested in writing by the Department Director and approved by the Finance Department Director, and the City Manager.

D. RATE OF PAY UPON PROMOTION

1. Except as may be otherwise provided herein, an employee who is promoted shall receive a rate of pay increase of five percent (5%) or an increase to the minimum of the Pay Range into which he/she is promoted, whichever is greater. For purposes of this section, the total percentage increase shall be applied to the employee's current rate of pay to determine the amount of increase. Upon completing the three (3) month probationary period, a promoted employee may receive an increase in pay of not more than five percent (5%), provided that such increase in pay was offered at time of promotion. The increase shall be requested in writing by the employee's Department Director and approved by the City Manager.

2. An employee's rate of pay after promotion shall not be less than the minimum or more than the maximum of his/her new Pay Range.

E. RATE OF PAY UPON TRANSFER

1. Except as otherwise provided herein, an employee who laterally transfers from one position to another in the same Pay Range shall receive the same rate of pay as in his/her former position.

2. Where extraordinary circumstances merit such consideration, the City Manager may authorize that the rate of pay for a laterally transferred employee be set at no more than the maximum of the Pay Range into which he/she is laterally transferring.

F. RATE OF PAY UPON DEMOTION

In the event that an employee is either voluntarily or involuntarily demoted, that employee's rate of pay shall be decreased by five percent (5%) or to the maximum of the

Pay Range into which he/she is demoted, whichever results in the lower salary.

G. RATE OF PAY UPON RECLASSIFICATION

1. Except as may be otherwise provided herein, an employee who is reclassified to a position with a higher Pay Range shall receive a rate of pay increase of either five percent (5%), or an increase to the minimum of the Pay Range to which he/she is reclassified, whichever is greater. This section shall not apply in instances when a city wide compensation study is being implemented.

2. Where extraordinary circumstances merit such consideration, the City Manager may authorize that the rate of pay for an employee who is reclassified to a position with a higher Pay Range be set at up to the maximum of the Pay Range into which he/she is being reclassified.

3. An employee's rate of pay after reclassification shall not be less than the minimum or more than the maximum of his/her new Pay Range.

4. Except as may be otherwise provided herein, the rate of pay of an employee who is reclassified from one position to another position in the same Pay Range shall not change.

H. RATE OF PAY UPON REALLOCATION

1. The rate of pay for an employee whose position is reallocated to a higher Pay Range shall remain unchanged. However, an employee's rate of pay after reallocation shall not be less than the minimum or more than the maximum of the Pay Range to which his/her position is reallocated.

2. The rate of pay for an employee whose position is reallocated to a lower Pay Range shall remain unchanged. However, an employee's rate of pay after reallocation shall not be less than the minimum or more than the maximum of the Pay Range to which his/her position has been reallocated.

I. TEMPORARY TRANSFER ("ACTING") PAY

1. Subject to the concurrence of the Department Director, a Department Director may temporarily transfer an employee to another position with a higher pay range under the following conditions:

a. The position temporarily being filled is an authorized, budgeted position; and

b. The position temporarily being filled is vacant or the employee occupying such position will be absent from duty for more than ~~1~~ two (2) full weeks or more; the expectation is the Director or Assistant Director will fill in for absences less than ~~1~~ two (2) weeks.

2. The rate of pay of an employee who is temporarily transferred to a position with a higher pay range shall increase by five percent (5%).

3. The rate of pay for an employee who is temporarily transferred to another position shall not be less than the minimum or more than the maximum of the Pay Range into which he/she is temporarily transferred.

J. MERIT INCREASES

The City Manager, as part of annual budget preparation, may request funding for merit increases for all City employees. Merit increases shall be awarded in conjunction with an employee's annual evaluation. If the City Manager presents a merit increase to the Council during the annual budget process, and such is approved, the merit pay may be provided as a lump sum rather than an adjustment to the employee's base pay.

K. ANNUAL COST OF LIVING ADJUSTMENT (COLA)

1. City Manager, as part of annual budget preparation, may request funding for a Cost of Living Adjustment for all City Employees.

2. If approved by City Council, COLA awards will be effective October 1 each fiscal year.

3. Employees on probation as of October 1 will not be eligible for the COLA (until the next fiscal year.)

L. UNIFORM ALLOWANCE

The City Manager, as part of annual budget preparation, may request an allocation of funding for uniforms for designated staff. When such is approved by Council, the City will provide uniforms to employees required to wear them, subject to the following provisions:

1. PUBLIC WORKS UNIFORM REQUIREMENTS

a. Uniforms include protective footwear (work boots or shoes approved by the City based on specific tasks), shirts, blue or black jeans, cargo work pants, or shorts no more than 3 inches above the knee.

b. Public Works e~~E~~mployees must have work boots and long pants available at the workplace and must wear them when job assignments require long pants, work boots, or protective chaps.

2. SHIRT DISTRIBUTION

a. Between October 1 and December 31 each year, the City will order shirts with

the City logo for Public Works ~~employees required~~employees required to wear uniforms and will issue them upon receipt.

b. Public Works e~~E~~mployees required to wear uniforms and will receive up to six (6) shirts annually.

c. New Public Works employees required to wear a uniform will receive an initial allotment of eleven (11) City-logo shirts upon employment.

3. CLOTHING ALLOWANCE

a. Public Works ~~E~~employees required to wear uniforms will receive a $380 clothing allowance annually, provided in the form of a purchase order at the start of each fiscal year. This allowance is for replacing clothing damaged or worn out through normal wear and tear.

b. Purchase orders will expire at the end of the fiscal year, and a new $380 purchase order will be issued for the following fiscal year.

c. New Public Works employees will receive an initial $380 purchase order upon hire. Any unused amount from this initial purchase order will not carry over into the next fiscal year.

d. The second year's purchase order for new employees will be increased by a prorated amount based on the number of months worked in the first fiscal year.

As determined by the City, certain employees will be required to wear uniforms. This section also applies to full-time and part-time non-Public Works field and office employees required to wear uniforms, such as Park Rangers, Trolley Drivers, and Visitor Experience Specialists.

4. NON-PUBLIC WORKS UNIFORM REQUIREMENTS

a. The uniform consists of a City-provided shirt, and black or blue jean, or khaki-colored pants or shorts, paired with City-approved footwear.

5. SHIRT DISTRIBUTION

a. New employees who are required to wear a uniform will receive up to six (6) uniform shirts upon hire.

b. Annually thereafter, employees will be provided with up to four (4) replacement uniform shirts.

6. **UNIFORM STIPEND**

~~d.~~ The City will provide an annual $100 stipend for the purchase of pants and shoes.

4. SEPARATION DURING PROBATIONARY PERIOD

If a new employee separates from the City during their probationary period, the City will deduct any funds used from the purchase order from the employee's final paycheck.

5. UNIFORM MAINTENANCE

a. Employees are responsible for cleaning and maintaining City-provided uniforms.

~~a.~~

~~b.~~a. The Department Director and/or supervisor will ensure that all uniforms, including footwear, comply with the City's uniform standards.

As determined by the City, certain employees will be required to wear uniforms. This section also applies to full-time and part-time non-Public Works field and office employees required to wear uniforms, such as Park Rangers, Trolley Drivers, and Visitor Experience Specialists.

~~**6. NON-PUBLIC WORKS UNIFORM REQUIREMENTS**~~

~~The uniform consists of a City-provided shirt, and black or blue jean, or khaki-colored pants or shorts, paired with City-approved footwear.~~

~~**7. SHIRT DISTRIBUTION**~~

~~a. New employees required to wear a uniform will receive up to six (6) uniform shirts upon hire.~~

~~b. Annually thereafter, employees will be provided with up to four (4) replacement uniform shirts.~~

~~**8. UNIFORM STIPEND**~~

~~a. The City will provide an annual $100 stipend for the purchase of pants and shoes.~~

M. SPECIAL COMPENSATION

Upon certification by the Finance Department Director that sufficient funds are available, the City Manager may authorize shift differentials, call-back pay, call-in pay, stand-by pay, or other such special compensation as deemed to be in the best interest of the City's operations.

N. OVERTIME COMPENSATION AND COMPENSATORY LEAVE

1. Employees who are required to work overtime shall receive compensation in

accordance with the requirements of the law, including but not limited to the Fair Labor Standards Act (29 U.S.C. 201-219), as same may hereafter from time to time be amended.

2. In lieu of the payment of overtime compensation, an employee may be allowed compensatory time off as provided in Article13 of this manual.

3. Overtime compensation or compensatory leave shall be used within two pay periods or reimbursed at the end of the second pay period following the occurrence.

ARTICLE ~~16~~ 17 - EMPLOYEE BENEFITS

A. EMPLOYEE BENEFITS

The City may offer city-paid benefits to its full-time employees and active elected officials, subject to eligibility and employment status. These benefits may include, but are not limited to, health insurance, dental insurance, life insurance, and enrollment in the Florida Retirement System. The terms and conditions of these benefits will be determined at the City's sole discretion. Any adjustments to benefits, pay rates, or compensation may be made with the approval of the City Council.

Employees will be accepted into the insurance plan in accordance with the terms of the City's agreement with the insurance carrier.

Employee will be responsible for any cost associated with dependent coverage.

B. BENEFITS FOR ACTIVE ELECTED OFFICIALS

Active elected officials will include the Mayor and Council Members.

1. Entitlement to Coverage The active elected officials, during their respective terms of office, are each eligible, at their request, for enrollment in the City's medical, dental and life insurance plans then in existence, individual or family coverage, with 100% of the individual health insurance premium paid by the City. It will be the sole responsibility of the elected official to cover any other plan costs (i.e., dependent coverage).

2. Continuation of Coverage The active elected officials enrolled in such plans upon termination of their term of office, regardless of reason, are each eligible, at their request, for continued enrollment in the plan, individual or family coverage, with 100% of the premium paid by the enrolled member subject to COBRA rules.

3. No Adverse Effects on Rights to COBRA Nothing in this section is intended to adversely affect the rights to an active elected official during or after each respective term of office pursuant to 42 USC Section 300 (COBRA).

ARTICLE ~~17~~ 18 - WORKERS COMPENSATION

The City will provide Worker's Compensation insurance for all employees covered by this Agreement in accordance with the applicable provisions of Florida Law; position category.

All accidents and injuries must be reported immediately to one's supervisor or Department Director and the Human Resources Director. The supervisor shall follow up with an investigation and forward it to the Department Director and Human Resources Director.

ARTICLE ~~18~~ 19 - SEVERABILITY AND EFFECTIVE DATE

A. SEVERABILITY

In the event that any portion or section of this Manual is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Manual which shall remain in full force and effect.

B. EFFECTIVE DATE

This Policy Manual shall take effect immediately upon its adoption by the Crystal River City Council.

EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF POLICY MANUAL

I, the undersigned employee of the City of Crystal River, FL, do hereby acknowledge that on the date set forth below I received a copy of the Human Resources Manual of the City of Crystal River.

I understand and acknowledge

a) That the contents of this manual do not in any way constitute the terms of a contract and this manual is not a legal document and that the policies and benefits described herein are subject to change with or without notice.

b) That any changes that are made will be communicated through official notices and that revisions will supersede, modify and/or eliminate existing policies or benefits.

c) That the policies in this manual cannot be changed by an oral statement or promise by any employee or officer of the City; any such statement is invalid and should not be relied upon by any prospective or existing employee.

d) No manual can anticipate all circumstances that may arise. Action taken where this manual is silent are the prerogative of the City Manager.

I further understand that it is my responsibility to read and comply with the policies contained in this manual and any changes and revisions made to it, and that I should contact and consult with the Human Resources Department if I have questions relating to information in the manual or employment questions not answered in the manual.

Employee Signature_____

Employee Printed Name_____

Date:_____

CITY OF CRYSTAL RIVER
SALARY RANGES

ADMINISTRATION		SALARY RANGE	
JOB TITLE	**POSITION CATEGORY**	**MINIMUM**	**MAXIMUM**
CITY MANAGER	OFFICIAL/ADMINISTRATIVE	$ 100,000.00	$ 140,000.00
CITY CLERK	OFFICIAL/ADMINISTRATIVE	$ 65,000.00	$ 90,000.00
DEPUTY CITY CLERK/EXECUTIVE ADMIN	ADMINISTRATIVE SUPPORT	$ 45,000.00	$ 70,000.00
~~COMMUNITY ENGAGEMENT DIRECTOR/PIO~~	~~OFFICIAL/ADMINISTRATIVE~~	~~$ 55,000.00~~	~~$ 80,000.00~~
PARKS AND RECREATION DIRECTOR	OFFICIAL/ADMINISTRATIVE	$ 85,000.00	$ 125,000.00
HUMAN RESOURCES DIRECTOR	OFFICIAL/ADMINISTRATIVE	$ 55,000.00	$ 80,000.00
BUDGET AND FINANCE		**SALARY RANGE**	
JOB TITLE	**POSITION CATEGORY**	**MINIMUM**	**MAXIMUM**
BUDGET AND FINANCE DIRECTOR	OFFICIAL/ADMINISTRATIVE	$ 85,000.00	$ 125,000.00
ASSISTANT BUDGET AND FINANCE DIRECTOR	OFFICIAL/ADMINISTRATIVE	$ 65,000.00	$ 90,000.00
SENIOR ACCOUNTANT	PROFESSIONALS	$ 50,000.00	$ 75,000.00
CUSTOMER SERVICE/ACCOUNTS PAYABLE CLERK	ADMINISTRATIVE SUPPORT	$ 16.83	$ 26.44
UTILITY BILLING CLERK	ADMINISTRATIVE SUPPORT	$ 18.03	$ 27.64
UTILITY BILLING CUSTOMER SERVICE	ADMINISTRATIVE SUPPORT	$ 16.83	$ 26.44
FIRE		**SALARY RANGE**	
JOB TITLE	**POSITION CATEGORY**	**MINIMUM**	**MAXIMUM**
FIRE CHIEF	OFFICIAL/ADMINISTRATIVE	$ 85,000.00	$ 125,000.00
~~STATION COORDINATOR~~	~~ADMINISTRATIVE SUPPORT~~	~~$ 19.23~~	~~$ 28.85~~
FIRE INSPECTOR	SERVICE WORKERS/TECHNICIAN	$ 22.84	$ 34.86
CAPTAIN	SERVICE WORKERS/TECHNICIAN	$10,000.00 Stipend	$10,000.00 Stipend
FIREFIGHTER/EMT	SERVICE WORKERS/TECHNICIAN	$ 50,000.00	$ 70,000.00
FIREFIGHTER/EMT - PT	SERVICE WORKERS/TECHNICIAN	$ 16.52	$ 23.12
FIREFIGHTER - VOLUNTEER	SERVICE WORKERS	Based on Stipends	Based on Stipends

CITY OF CRYSTAL RIVER

SALARY RANGES

GROWTH MANAGEMENT		SALARY RANGE	
JOB TITLE	**POSITION CATEGORY**	**MINIMUM**	**MAXIMUM**
GROWTH MANAGEMENT DIRECTOR	OFFICIAL/ADMINISTRATIVE	$ 85,000.00	$ 125,000.00
ASSISTANT GROWTH MANAGEMENT DIRECTOR	OFFICIAL/ADMINISTRATIVE	$ 65,000.00	$ 90,000.00
ASSOCIATE PLANNER	PROFESSIONALS	$ 47,500.00	$ 72,500.00
GROWTH MANAGEMENT ADMINISTRATOR	ADMINISTRATIVE SUPPORT	$ 18.03	$ 27.64
PERMIT TECHNICIAN	ADMINISTRATIVE SUPPORT	$ 16.83	$ 26.44
CODE ENFORCEMENT OFFICER	ADMINISTRATIVE SUPPORT	$ 19.23	$ 28.85
CODE ENFORCEMENT OFFICER PT	ADMINISTRATIVE SUPPORT	$ 19.23	$ 28.85
PUBLIC WORKS		**SALARY RANGE**	
JOB TITLE	**POSITION CATEGORY**	**MINIMUM**	**MAXIMUM**
PUBLIC WORKS DIRECTOR/ASST CITY	OFFICIAL/ADMINISTRATIVE	$ 85,000.00	$ 125,000.00
ASSISTANT PUBLIC WORKS DIRECTOR	OFFICIAL/ADMINISTRATIVE	$ 65,000.00	$ 90,000.00
PUBLIC WORKS EXCUTIVE ADMIN ASSISTANT	ADMINISTRATIVE SUPPORT	$ 45,000.00	$ 70,000.00
PUBLIC WORKS SUPERINTENDENT	SKILLED CRAFT WORKER	$ 47,500.00	$ 72,500.00
TRADES WORKER	SKILLED CRAFT WORKER	$ 19.95	$ 29.57
MECHANIC	SKILLED CRAFT WORKER	$ 18.03	$ 27.64
HEAVY EQUIPMENT OPERATOR	SKILLED CRAFT WORKER	$ 18.03	$ 27.64
EQUIPMENT OPERATOR	SKILLED CRAFT WORKER	$ 16.83	$ 26.44
MAINTENANCE WORKER I/GROUNDSWORKER	SERVICE/MAINTENANCE	$ 15.14	$ 22.36
MAINTENANCE WORKER II	SERVICE/MAINTENANCE	$ 16.11	$ 23.32
PARK RANGER - PT LEAD	SERVICE/MAINTENANCE	$ 16.11	$ 23.32
PARK RANGER - PT	SERVICE/MAINTENANCE	$ 15.14	$ 22.36
PARK ATTENDANT - PT	SERVICE/MAINTENANCE	$ 15.14	$ 22.36
THREE SISTERS VISITORS CENTER		**SALARY RANGE**	
JOB TITLE	**POSITION CATEGORY**	**MINIMUM**	**MAXIMUM**
DIRECTOR OF VISITORS SERVICES	OFFICIAL/ADMINISTRATIVE	$ 65,000	$ 90,000
VISITOR EXPERIENCE SPECIALIST LEAD	ADMINISTRATIVE SUPPORT	$ 15.14	$ 22.36
VISITOR EXPERIENCE SPECIALIST - PT ANNUAL	ADMINISTRATIVE SUPPORT	$ 15.14	$ 22.36
VISITOR EXPERIENCE SPECIALIST - SEASONAL	ADMINISTRATIVE SUPPORT	$ 15.14	$ 22.36
TROLLEY DRIVER - PT	SERVICE/MAINTENANCE	$ 15.14	$ 22.36

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 6.E.**

Requested Motion: Motion to approve Exhibit A to the lease amendment with Crowne Castle GT Company LLC titled Bill of Sale and authorizing the City Manager to execute at the termination of the lease.

Summary:
During the September 8, 2025 Council meeting, council approved a lease extension with Crown Castle GT Company LLC. Part of the lease extension was a bill of sale. The bill of sale renders ownership of the tower to the City of Crystal River at the end of the lease. This will allow for demolition at a later date. Staff is asking for approval of the bill of sale to be executed at the termination of the lease.

Staff Recommendation:
Staff recommends approval of Exhibit A to the lease amendment with Crowne Castle GT Company LLC titled Bill of Sale and authorizing the City Manager to execute at the termination of the lease.

ATTACHMENTS:
Description
Exhibit A Bill of Sale for Tower.docx

BILL OF SALE

THIS BILL OF SALE ("**Agreement**"), made this _____ day of _____, 20__ (the "**Effective Date**"), is by and between **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("**Seller**"), and **THE CITY OF CRYSTAL RIVER**, a Florida municipal corporation ("**Purchaser**").

RECITALS:

WHEREAS, pursuant to that certain Land Lease Agreement dated October 23, 1995 (as amended, or assigned, the "**Lease**"), Seller leases that certain real property described on **Exhibit A-1** to this Agreement (the "**Property**") from Purchaser;

WHEREAS, Seller owns a communications tower located within the Property ("**Tower**") and additional tower related assets, including, without limitation, fences, grounding rings, tower foundations, concrete pads, buildings, lighting, and permits (collectively, "**Assets**");

WHEREAS, pursuant to the terms of the Lease, Seller is required to convey the Tower to Purchaser upon the termination of the Lease; and

WHEREAS, the Lease is terminated effective as of the Effective Date.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid by Purchaser to Seller, the covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As used in this Agreement, the term "Assets" includes the Tower unless otherwise indicated.

2. Seller sells, assigns and transfers to Purchaser all of Seller's right, title and interest in and to the Assets as of the Effective Date.

3. To the maximum extent permitted by law, and except as expressly set forth herein, the sale of the Assets contemplated in this Agreement is made on an "AS IS and WHERE IS" condition and basis with all faults, latent and patent. Except as expressly set forth herein, Seller has not made and does not make any, and expressly disclaims all, representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether expressed or implied (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose), oral or written, past, present or future, of, as to, concerning or with respect to any of the following: (i) the value, nature, quality, or condition of the Assets; (ii) the income to be derived from the Assets; (iii) the suitability of the Assets for any and all activities and uses which Purchaser may conduct thereupon; (iv) the compliance of or by the Assets or their operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the merchantability, marketability, profitability or fitness for a particular purpose of the Assets; (vi) the manner or quality of the construction or material, if any, incorporated into the Assets; (vii) the manner, quality, state of repair or lack of repair of the Assets; or (viii) any other matter with respect to the Assets or their condition. Having been given the opportunity to inspect the Assets, Purchaser is relying solely on its own investigation of the Assets and not any information provided by Seller in connection with the transaction contemplated in this Agreement.

4. Seller hereby represents and warrants to Purchaser as follows:

a. Seller is the lawful owner of the Assets being conveyed pursuant to this Bill of Sale, and Assets are being conveyed free and clear of all mortgages, liens, security interests, pledges, charges, claims, or other financial encumbrances of any kind.

b. There are no outstanding or existing, subleases, licenses, collocation agreements, occupancy agreements, or other rights of use with respect to the Assets, and no third party has any right to occupy or use the Assets.

5. From and after the Effective Date, Purchaser assumes full and complete responsibility for the Assets, including the Tower's compliance with all applicable laws, rules and regulations, including those promulgated by the Federal Communications Commission (the "**FCC**") and the Federal Aviation Administration. As of the Effective Date, (i) Purchaser is the lawful owner of the Assets, (ii) Seller has no further right, title, claim or interest in or to the Assets and (ii) Seller is not responsible for the monitoring, lighting or maintenance of the Tower.

6. Purchaser and Seller will complete, execute, deliver, submit to and file with the FCC all applications, information, registrations, and other documents and instruments necessary or appropriate to document and effect the transfer of the Tower and other Assets from Seller to Purchaser and the Purchaser's ownership of the Tower and other Assets.

7. Notwithstanding anything to the contrary contained in this Agreement, in no event shall either party ever be liable to the other party for consequential, special, or punitive damages.

8. Purchaser understands and acknowledges the significance and consequence of such specific intention to release all claims and hereby assumes full responsibility for the Assets including, but not limited to, taxes accruing after the effective date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have each caused this Agreement to be duly executed on the day and year first above written.

Purchaser:

THE CITY OF CRYSTAL RIVER,
a Florida municipal corporation

By: _____(SEAL)
Name: _____
Its: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, the _____ of **THE CITY OF CRYSTAL RIVER**, a Florida municipal corporation, who executed the foregoing Agreement on behalf of the said municipal corporation. He/She is personally known to me or has produced _____ as identification.

Given under my hand this _____ day of _____, 20___.

Notary Public

_____
Printed Name
My Commission Expires:_____
My Commission Number:_____

Seller:

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

By: _____(SEAL)
Name: _____
Its: _____

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, the _____ of **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, who executed the foregoing Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this _____ day of _____, 20___.

Notary Public

_____
Printed Name

My Commission Expires: _____
My Commission Number: _____

EXHIBIT A-1

THE PROPERTY

A parcel of land being a part of Lots 36, 37, 38, 46 and 47 of SYLVAN GLEN ADDITION TO THE TOWNSITE OF CRYSTAL RIVER, according to the map or plat thereof, recorded in Plat Book 1, Page 26, Public Records of Citrus County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Lot 46; thence on the East boundary thereof, North 00°06'05" East, a distance of 92.56 feet to the Point of Beginning; thence North 89°15′25" West, a distance of 54.74 feet; thence North 00°44'35" East, a distance of 60.00 feet; thence South 89°15'25" East, a distance of 60.00 feet; thence South 00°44'35" West, a distance of 60.00 feet; thence North 89°15′25" West, a distance of 5.26 feet to the Point of Beginning.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 7.A.**

Requested Motion: Consideration of Ordinance No. 25-O-13 amending Chapter 6 of the City of Crystal River Code of Ordinances, entitled "Buildings"; revising Article III "Fire Prevention and Protection" to provide updated code references, establish a process for fire inspection, and establish fees for malfunction or nuisance fire alarm and hold a public hearing on September 22, 2025, at 5:30 p.m.

Summary:
With a certified fire inspector on staff, it marks the beginning of the Crystal River Fire Department's Office of Fire Prevention. the City will, beginning October 1, 2025, begin performing fire safety inspections for all businesses within the City, educating the public on fire prevention strategies, and developing preliminary response plans. Each of these components will contribute to enhanced protection of the City's life, property, and the environment.
The Code of Ordinances has an existing Fire Prevention and Protection Article within Chapter 6. With the creation of the Office of Fire Prevention, revisions are needed to the Code of Ordinances in order to update adopted codes, establish a process for fire inspection, and establish fees for malfunctioning or nuisance fire alarms.

Staff Recommendation:
Consideration of Ordinance No. 25-O-13, hold a public hearing, and, if approved, authorize the Mayor to execute the Ordinance.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING CHAPTER 6 OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, ENTITLED “BUILDINGS”, REVISING ARTICLE III. “FIRE PREVENTION AND PROTECTION” TO PROVIDE UPDATED CODE REFERENCES, ESTABLISH A PROCESS FOR FIRE INSPECTION, AND ESTABLISH FEES FOR MALFUNCTIONING OR NUISANCE FIRE ALARMS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:
Description
Fire_Prevention_Ordinance_Final.pdf
ARTICLE_III.___FIRE_PREVENTION_AND_PROTECTION_Strikethrough_Underline.pdf
ARTICLE_III.___FIRE_PREVENTION_AND_PROTECTION_Clean.pdf
FIRE PREVENTION ORDINANCE.pptx

ORDINANCE NO. 25-O-13

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING CHAPTER 6 OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, ENTITLED "BUILDINGS", REVISING ARTICLE III "FIRE PREVENTION AND PROTECTION" TO PROVIDE UPDATED CODE REFERENCES, ESTABLISH A PROCESS FOR FIRE INSPECTION, AND ESTABLISH FEES FOR MALFUNCTIONING OR NUISANCE FIRE ALARMS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Florida Statute Chapter 633 establishes the Florida Fire Prevention Code, designed to prevent fires and protect lives and property from fire hazards; and

WHEREAS Florida Statute Chapter 633 defines the roles and responsibilities of local fire officials enforcing the code and outlines the procedures for conducting fire safety inspections of buildings and other structures to ensure compliance with the Florida Fire Prevention Code; and

WHEREAS the City of Crystal River finds it necessary to adopt current state and national fire prevention codes; and

WHEREAS the City of Crystal River, in accordance with Florida Statute, has created the fire inspection position, as a designee of the Fire Chief of the Crystal River Fire Department, to ensure compliance with state and local fire codes; and

WHEREAS the City of Crystal River seeks to establish a procedure for issuing fees for malfunctioning or nuisance alarms, as defined in this Article, to ensure proper operation and maintenance of fire alarm, fire detection, and fire suppression systems; 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 OF CRYSTAL RIVER, FLORIDA CODE OF ORDINANCES IS AMENDED AS FOLLOWS:

SECTION 1. PURPOSE

The purpose of this Ordinance is to update Chapter 6, Article III of the Crystal River, Florida Code of Ordinances to adopt current state and national fire prevention codes, establish a process to conduct fire safety inspections, and establish a fee for malfunctioning or nuisance fire alarms.

SECTION 2. AUTHORITY

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

SECTION 3. AMENDMENT OF THE CRYSTAL RIVER, FLORIDA CODE OF ORDINANCES

The City Council of the City of Crystal River, Florida, hereby adopts this Ordinance by amending Chapter 6, Article III, as shown in **Exhibit "A"**, attached hereto, and incorporated herein by reference.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION

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 the Code of Ordinances City of Crystal River. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

SECTION 6. SEVERABILITY

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective immediately upon approval on second reading by City Council and signature of the Mayor.

APPROVED after due public notice and public hearing on the _____ day of _____, 2025.

ATTEST: **CITY OF CRYSTAL RIVER**

_____ _____

MIA FINK, CITY CLERK **JOE MEEK, MAYOR**

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

_____
Robert W. Batsel, Jr., City Attorney

VOTE OF COUNCIL:

Joe Meek _____
Robert Holmes _____
Cindi Frink _____
Chris Ensing _____
Gabrielle Satchell _____

EXHIBIT "A"

ARTICLE III. FIRE PREVENTION AND PROTECTION[1]

Sec. 6-31. Name.

This article shall be referred to as the "Crystal River Fire Prevention Code" or the "fire prevention code" and shall be effective within the incorporated area of Crystal River, Florida.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § 3, 2-25-2002)

Sec. 6-32. Definitions.

As used in the article, the following words and terms shall have the following meanings, unless a different meaning is clearly intended:

Burn Rules and Regulations **means, collectively, any and all applicable federal, state, county, municipal or other local statutes, ordinances, codes, rules, regulations, orders, guidelines, or requirements, whether now existing or hereafter enacted, issued, or amended, relating to fire prevention, fire protection, prescribed burning, open burning, wildfire management, or other activities involving the ignition, control, or suppression of fire, including without limitation regulations promulgated by the fire chief, fire marshals, fire protection districts, forestry agencies, environmental protection agencies, or other authorities having jurisdiction.**

City shall mean the City of Crystal River, Florida.

Codes shall mean the rules and regulations pertaining to fire prevention adopted by this article and all amendments thereto.

Council shall mean the city council of the City of Crystal River, Florida.

Fire authority shall mean the city council of the City of Crystal River, Florida.

Fire hazard shall mean a building, premises, place or thing, which by reason of its nature, location, occupancy, condition or use may cause loss, damage, or injury to persons or property by reason of fire, explosion or action of the elements.

Fire official shall mean the fire chief of the Crystal River Fire Department or his designee ~~or the chief fire marshal or his deputies employed through the Citrus County Fire Prevention who both are herein~~ designated with the responsibility of enforcing the provisions of this article.

Nuisance shall mean any building, premises, place or thing that constitute a fire hazard as defined in this article.

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[1]Editor's note(s)—Ord. No. 92-O-3, § 1, adopted Apr. 27, 1992, amended article III, as set out in §§ 6-31—6-38. Prior to such amendment, article III pertained to the same subject matter and contained §§ 6-31, 6-32, and derived from Ord. No. 74-O-6, § 1, adopted Oct. 24, 1976; and Ord. No. 76-O-4, § 1, adopted June 21, 1976.

Cross reference(s)—Burning of garbage prohibited, § 9-34; adult entertainment establishments, § 11-21 et seq.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02; Ord. No 25-O-13, 9-22-25)

Sec. 6-33. Adoption of codes.

(a) For the purpose of providing for the protection of its citizens from the dangers of fire arising in connection with hazardous processes and materials, the city hereby adopts the Florida Fire Prevention Code as amended and as adopted by the Florida State Fire Marshal pursuant to F.S. Ch. 633. All applicable or associated National Fire Protection Association (NFPA) codes are also hereby adopted along with all changes, revisions, and modifications thereto.

Except as otherwise provided in this chapter, and where not in conflict with the laws of the state pertaining thereto, all of the rules and regulations contained in the fire prevention code adopted by this section are hereby incorporated as a part of this Code as fully as though each part, section, clause and phrase were set out herein at length.

(b) The city council does hereby adopt, by reference, the provisions of Chapter 62-256.700, Florida Administrative Code, as amended from time to time, as said regulations are promulgated by the Florida Department of Environmental Protection.

That code enforcement building department, and law enforcement officials of the City of Crystal River shall be empowered to enforce the Burn Rules and Regulations to the extent provided by state law.

~~The City Council of Crystal River does hereby adopt, by reference, the provisions of the Standard Fire Prevention Code, 1988 Edition, as promulgated by the Southern Building Code Congress International, Inc., copies of which are attached to Ordinance No. 92-O-3 and marked Exhibit "A".~~

~~(b) The city council does hereby adopt, by reference, the provisions of chapter 17-256, Florida Administrative Code, as said regulations are promulgated by the Florida Department of Environmental Regulation, a copy of said regulations are attached to Ordinance No. 92-O-3 and marked Exhibit "B".~~

~~(c) The provisions of the Standard Fire Prevention Code, 1988 Edition, as published by the Southern Building Code Congress International, Inc., in conjunction with the National Fire Protection Association, Battery March Park, Quincy, MAA 02269, National Fire Codes, 1988 Edition, Volumes 1—11 inclusive, shall be the standards for fire prevention enforcement within the city.~~

~~(d) The provisions of chapter 10, section 1002.9 of the Standard Fire Prevention Code, 1988 Edition, as published by the Southern Building Code Congress International, Inc., is hereby amended and substituting therefor, the following:~~

~~(1) All new spray booths or spray rooms shall be protected by an approved automatic fire extinguishing system.~~

~~(2) Portable fire protection equipment shall be provided near all spraying areas as required by NFPA 10, Portable Fire Extinguishers for Extra Hazardous Occupancies.~~

~~(e) It is the intent of the city council, that the Standard Fire Prevention Code be enforced in conjunction with the Standard Building Code, 1994 Edition, as promulgated by the Southern building Code, that prior to issuance of any building permit for the construction of a commercial building, the plans and specifications for such structure be reviewed and approved by the fire official.~~

~~(f) It is the intent of the city council that all codes heretofore adopted in this section shall have been adopted by reference as authorized by chapter 166, Laws of Florida and it shall not be necessary for the enforcement of said codes for the clerk of the city to forward to the Secretary of State copies of said codes when forwarding a certified copy of Ordinance No. 92-O-3. In accordance with chapter 166, Laws of Florida, the city council does hereby designate the city clerk, the Crystal River Public Library and the Citrus County Fire Prevention~~

Division as places at which copies of the above referenced Codes shall be kept available for public use, inspection, and examination.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 96-O-15, § 7, 10-28-96; Ord. No. 2002-O-04, § III, 2-25-02; **Ord. No 25-O-13, 9-22-25**)

Sec. 6-34. Abatement of nuisances.

In order to compel the removal of any building, premises, place or thing that constitutes a nuisance as defined herein, the owner or occupant of the ground or premises within the city may be required to remove the nuisance at the expense of said owner or occupant. Should the owner or occupant not comply with any such requirement within ninety (90) days of notice being provided to him at the address as listed on the latest ad valorem tax roll, the council shall cause said work to be done and the cost thereof shall be charged to the owner of said property and shall constitute a lien upon the property for a period of twenty (20) years. The lien shall state the name of the owner, the amount of the lien and the purpose of the lien, and shall describe the property upon which the nuisance was abated. It shall not be necessary for the lien to be sworn to, and shall be signed by the mayor of the city or the fire official, and said lien shall been forced by any procedure now authorized for enforcement of lien. All costs of enforcing said lien shall be taxed against the owner of the property including reasonable attorney's fees and court costs incurred by the city.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02)

Sec. 6-35. False alarms.

(a) *Automatic dialing telephonic alarm systems.*

(1) *Intent.* For the better protection of life and property, in the interest of public safety and for the more efficient and effective allocation of fire and police department personnel, the following rules are adopted.

(2) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Automatic dialing telephonic alarm system: Any alarm system which is activated by a signal or message transmitted by microwave, a telephone line or other mode of transmittal which uses a signal or message transmitted by microwave circuit, telephone line or other mode of transmittal as an alarm signal designed to activate a signal.

Burglar/robbery alarm: An alarm system designed to be used for the detection of any unauthorized entry into a building, structure or facility or for reporting a robbery in progress.

Emergency service department: Fire and/or police departments.

Fire/smoke alarm: An alarm system designed to detect the presence of a fire or smoke.

Occupant: Any person having a possessory interest in any property and in actual possession of such property.

Fee: The assessment of a monetary charge payable to the city, authorized pursuant to this article, to defray the expenses of responding to a false alarm or alarm malfunction.

(3) *Certain telephone alarm systems prohibited.* It shall be unlawful for any person to install, operate or maintain within the city a telephone alarm system using a recorded announcement which, when activated, causes a telephone connection to be made automatically with the Citrus County 911 line or

any emergency telephone line installed in the police department or fire control center of the city or any other telephone line maintained by the city.

(4) *Registering, posting emergency telephone numbers.* All residential premises; commercial structures and enterprises with installed alarm systems shall register any fire, burglary, or robbery alarm system with the police department annually. The annual registration fee shall be fifteen dollars ($15.00). Applicants shall provide at least two emergency contacts that will be responsible for responding to alarms. Upon registration, the police department shall issue a window decal containing the current permit year and permit number. The decal shall be displayed in a front window nearest the front entrance of the structure. Permits must be renewed by October 1 of every year. Failure to register or renew an existing permit shall be a violation and a fine shall be assessed as outlined in section 2-113.

(5) *Penalty.* The penalty for violation(s) of the provisions of this article shall be one be as outlined in section 2-113.

(b) *Burglary/robbery alarm systems.*

(1) *Intent.* This section is adopted for the better protection of life and property in the interest of public safety and for the more efficient and effective allocation of police department personnel.

(2) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Alarm signal shall mean any sound, signal, message or other indication which is audible, visible or otherwise perceptible and which is emitted, caused or activated by an alarm system.

Alarm system shall mean any mechanical, electrical or radio-controlled device and its transmission system which is designed to be used for the detection of any unauthorized entry into a building, structure or facility, or for indicating the commission of an unlawful act within a building, structure or facility, which emits a sound or transmits a signal or message when activated, which sound, signal or message is audible, visible, or otherwise perceptible outside of the protected building, structure or facility. Excluded is an audible alarm affixed to a motor vehicle.

Burglary/robbery alarm shall mean an alarm system designed to be used for the detection of any unauthorized entry into a building, structure or facility or for reporting a robbery in progress.

Emergency contact telephone numbers shall mean telephone numbers for emergency notifications of the owner/occupant, or agent of same, twenty four (24) hours daily which are registered with the police department and the issued permit is displayed on the front door (main entrance) of the building housing the alarm system.

False alarm shall mean the activation of any alarm signal by an alarm system which is responded to by police department personnel and which is not caused or precipitated by an actual or attempted burglary or other attempted unlawful act or activity or other emergency reasonably requiring the services of police personnel. An alarm will be deemed to be valid only when substantial physical evidence exists which clearly indicates a criminal act was the sole reason for the activation of the alarm. Examples include, but are not limited to: freshly broken windows, doors, or locks; obvious indications of forced, illegal entry; missing property, etc. Alarm systems which activate from simple shaking of doors or rattling of windows are not properly installed and maintained and are deemed to be emitting false alarms. Alarm systems which are activated due to power outages or interruptions are deemed to be emitting false alarms. Should an alarm company notify responding units to cancel the call of an alarm prior to the arrival of the first responding unit, that alarm will be deemed to be one-half of a false alarm for purposes of this section. An alarm is not considered a false burglary/robbery alarm if the alarm is activated due to malicious causes beyond the control of the owner.

Local audible alarm shall mean an alarm system located on the premises or property protected and which is not intended to transmit signals, except audible, and not transmitted over microwave or other mode of transmittal which uses a signal or message transmitted by microwave circuit or telephone lines as an alarm signal or to activate an alarm system.

Nuisance alarm shall mean any alarm which malfunctions or activates due to personnel or other error, and causes a false alarm response by fire and/or police personnel more than three (3) times in any fiscal year (October 1, through September 30.)

Occupant/owner shall mean any person having a possessory interest in any property and in actual possession of such property. This includes the person or persons who lease, operate, occupy or manage the property or premises.

Telephonic alarm system shall mean any alarm system which is activated by a signal or message transmitted by microwave, telephone line or other mode of transmittal which uses a signal or message transmitted by microwave circuit or telephone lines as an alarm signal or to activate an alarm signal.

Fee means the assessment of a monetary charge payable to the city, authorized pursuant to this section, to defray the expenses of responding to a false alarm or alarm malfunction.

(3) *Registering, posting emergency telephone numbers.* All residential premises; commercial structures and enterprises with installed alarm systems shall register any fire, burglary, or robbery alarm system with the police department annually. The annual registration fee shall be fifteen dollars ($15.00). Applicants shall provide at least two emergency contacts that will be responsible for responding to alarms. Upon registration, the police department shall issue a window decal containing the current permit year and permit number. The decal shall be displayed in a front window nearest the front entrance of the structure. Permits must be renewed by October 1 of each year. Failure to register or renew an existing permit shall be a violation and a fine shall be assessed as outlined in section 2-113.

(4) *Local audible alarms.* No person shall install or maintain an audible alarm system which does not discontinue emitting the audible sound within fifteen (15) minutes after activation.

(5) *Penalty*. The penalty for violation(s) of the provisions of this article shall be one be as outlined in section 2-113.

(6) *Response of owner to alarms.* Once the owner or person responsible for responding to the alarm is notified of the activation of the alarm, they shall respond to the alarm location within a reasonable time, not to exceed one (1) hour of the notification. Failure to respond once notified and arrive within a reasonable time, not to exceed one (1) hour of the notification shall be deemed to be a violation of this portion of the section and shall result in a fine as outlined in section 2-113.

(7) *False alarms, nuisance alarms.* Responsibility for responding to false alarms under this article shall be borne by the person or persons occupying and controlling the premises.

a. After the third malfunction in a fiscal year, an alarm system may be designated as a "nuisance alarm." Fines shall be assessed as outlined in section 2-113.

b. The testing of any alarm system by technicians or installer shall not result in a false alarm assessment as set out in subsection (7)a. above, provided appropriate notice is given to the department of the city that is to either receive or respond to the alarm. Upon completion of the testing, the department that is to either receives or respond to the alarm shall be notified that the testing has been concluded and that the alarm system is operating. Should notice not be given and the alarm is activated causing a response, the incident will be deemed to be a false alarm.

~~c. The chief of police or his designee shall document and keep a record of all nuisance alarms and/or documentation on the owner/occupant failing to have a representative arrive at the premises within a reasonable time, not to exceed one (1) hour of notification.~~

~~(8) *Billing, collection or response fees.* Upon verification that a violation of this section has occurred, the occupant/owner shall be issued a city ordinance citation, which shall be payable as outlined in sections 2-111 through 2-114.~~

~~(9) *Appeals.* Any appeal or challenge to the assessment of any fine in this section shall be made with the director of code enforcement, using the procedures set forth in sections 2-111 through 2-114.~~

~~(c)~~ **(a)** *Fire alarm systems.*

(1) *Intent.* This section is adopted for the better protection of life and property in the interest of public safety and for the more efficient and effective allocation of fire ~~and police~~ department personnel.

(2) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Alarm signal shall mean any sound, signal, message or other indication which is audible, visible or otherwise perceptible and which is emitted, caused or activated by an alarm system.

Alarm system shall mean any mechanical, electrical or radio-controlled device and its transmission system which is designed to be activated because of any smoke, heat or fire.

Fire alarm shall mean an alarm system designed to be used for the detection of any smoke, heat or fire which results in the response of the fire and police departments.

Emergency contact telephone numbers shall mean telephone numbers for emergency notifications of the owner/occupant, or agent of same, twenty-four (24) hours daily which are registered with the police department and/or exhibited on the front door (main entrance) of the building housing the alarm system.

False alarm shall mean the activation of any alarm signal by an alarm system which is responded to by fire and police department personnel and which is not caused or precipitated by smoke, heat or an actual fire reasonably requiring the services of fire and police personnel. An alarm will be deemed to be valid only when substantial physical evidence exists which clearly indicates that there was the presence of smoke, heat or fire was the sole reason for the activation of the alarm. Alarm systems which are activated due to power outages or interruptions are deemed to be emitting false alarms. Should an alarm company notify responding units to call off an alarm prior to the arrival of the first responding unit, that alarm will be deemed to be one-half of a false alarm for purposes of this section. An alarm is not considered to be a false fire alarm if the alarm is activated due to malicious causes beyond the control of the owner.

Local audible alarm shall mean an alarm system located on the premises or property protected and which is not intended to transmit signals, except audible, and not transmitted over microwave or other mode of transmittal which uses a signal or message transmitted by microwave circuit or telephone lines as an alarm signal or to activate an alarm.

Nuisance alarm shall mean any alarm which malfunctions or activates, due to personnel or other error, and causes a false alarm response by fire and police personnel more than three (3) times in any fiscal (October 1 to September 30) year.

Occupant/owner shall mean any person having a possessory interest in any property and in actual possession of such property. This includes the person or persons, who lease, operate, occupy or manage the property or premises.

Telephonic alarm system shall mean any alarm system which is activated by a signal or message transmitted by microwave, telephone line or other mode of transmittal which uses a signal or message transmitted by microwave circuit or telephone lines as an alarm signal or to activate an alarm signal.

Fee means the assessment of a monetary charge payable to the city, authorized pursuant to this section, to defray the expenses of responding to a false alarm or alarm malfunction.

~~(3) *Registering, posting emergency telephone numbers.* All residential premises; commercial structures and enterprises with installed alarm systems shall register any fire, burglary, or robbery alarm system with the police department annually. The annual registration fee shall be fifteen dollars ($15.00). Applicants shall provide at least two (2) emergency contacts that will be responsible for responding to alarms. Upon registration, the police department shall issue a window decal containing the current permit year and permit number. The decal shall be displayed in a front window nearest the front entrance of the structure. Permits must be renewed by October 1 of each year. Failure to register or renew an existing permit shall be a violation and a fine shall be assessed as outlined in section 2-113.~~

~~(4)~~**(3)** *Response of owner to alarms.* Once the owner or person responsible for responding to the alarm is notified of the activation of the alarm, they shall respond to the alarm location within a reasonable time, not to exceed one (1) hour of the notification. ~~Failure to respond once notified and arrive within a reasonable time, not to exceed one (1) hour shall be deemed to be a violation of this portion of the section and shall result in a fine as outlined in section 2-113.~~

~~(5)~~**(4)** *False alarms, nuisance alarms.* Responsibility for responding to false alarms under this article shall be borne by the person or persons occupying and controlling the premises.

a. After the third malfunction in a year, an alarm system may be designated as a "nuisance alarm." ~~Fines shall be assessed as outlined in section 2-113.~~

b. The testing of any fire alarm system by technicians or installers shall not result in a false alarm assessment as set out in subsection (5)a. above, provided appropriate notice is given to the department of the city that is to either receive or respond to the alarm. Upon completion of the testing, the department that is to either receives or respond to the alarm shall be notified that the testing has been concluded and that the alarm system is operating. Should notice not be given and the fire alarm is activated causing a response, the incident will be deemed to be a false alarm.

~~c. The fire chief or his designees shall document violations of this section and forward such violations to the chief of police or his designee for enforcement action.~~

~~(6)~~**(5)** ~~The chief of police or his designee shall document and keep a record of all violations related to fire alarms under this section and shall prepare the necessary violation notices.~~ **The fire chief shall appoint a recordkeeper of all false alarms and monitor, the recordkeeper shall provide the fire chief with a monthly report of all false alarms.**

~~(7) *Billing, collection or response fees.* Upon verification that a violation of this section has occurred, the occupant/owner shall be issued a city ordinance citation, which shall be payable as outlined in sections 2-111 through 2-114.~~

(6) Fees for response to nuisance fire alarm, detection, and suppression systems.

The fee schedule for malfunctioning or nuisance fire alarms, detection and suppression systems is established by resolution of the city council, as amended from time to time.

There is a need for proper operation and maintenance of fire alarm, fire detection and fire suppression systems. The response of fire rescue and other city personnel and equipment to structures with these systems that have malfunctioned causes an added burden on the resources of the city and endangers the lives of the public and employees.

It shall be the responsibility of the owner/agent or occupant of the structure or premises having a system to have such systems maintained by a qualified contractor at all times. It is also the

responsibility of the owner/agent or occupant to have an owner/manager or qualified contractor on site within one hour of a fire department request.

Any continued malfunction, failure to make needed improvements or failure to protect against malicious activation of a fire alarm, fire detection and/or fire suppression system in a structure to which a fire department emergency response is made will be handled in the following manner:

First response: The fire department will not charge for the first fire alarm response provided that corrective action is taken by the property owner or agent in the form of system repair or evaluation by a licensed fire alarm contractor. Should no corrective action be taken and the units are called back for the same alarm within a 48-hour period there shall be a charge in addition to the charge for a second response, as established and amended from time to time by resolution of the city council of Crystal River.

Fines for subsequent responses shall be as established and amended from time to time by resolution of the city council.

Fees are due within 45 days following notice from the fire rescue department. The failure to pay the applicable fee within 45 days is a violation of this article that may be enforced as provided in chapter in the amount of 100.00 for false alarms after the 3rd false alarm in a fiscal year (October 1st-September 30) 4th false alarm fee of 200.00, and 5th false alarm of 300.00 of this code and in accordance with F.S. § 633.214 (ordinances pertaining to fire safety; definitions; penalties).

Any person found resetting or in any way interfering with the reporting of a fire alarm before arrival of fire personnel shall be in violation of F.S. § 806.10 (false alarms of fires) and shall be guilty of a felony of the third degree.

~~(8)~~**(7)** *Appeals.* Any appeal or challenge to the assessment of any fine in this section shall be made ~~with the director of~~**through** code enforcement~~, using the procedures set forth in sections 2-111 through 2-114.~~

~~(9) *Unlawful activation of alarm systems.* It shall be unlawful for any person to activate any fire alarm system without being aware of any smoke, heat or fire reasonably requiring the services or assistance of the fire and police departments. The fine for violation of the provisions of this portion of the section shall be as outlined.~~

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02; Ord. No. 06-O-08, §§ 1—4, 4-24-2006**; Ord. No 25-O-13, 9-22-25**)

Sec. 6-36. Violations; Penalty

Any person violating any of the provisions of the code adopted of this chapter, or who shall fail to comply with the provisions thereof, or who shall violate any detailed statement or plans submitted and approved thereunder, shall be guilty of a separate offense for each day or portion thereof during which any violation is committed or continued, and upon conviction such person shall be punished as provided by this Code of Ordinances.

(Ord. No 25-O-13, 9-22-25)

Sec. 6-37. Fire Inspections

(a) Fire safety inspector

The fire chief (AHJ) shall appoint a fire safety inspector, who shall be charged with the powers granted under and the responsibilities established by F.S. § 633.214 et seq., as an agent of the state fire marshal.

(b) Fire safety inspection and fire hazard inspection.

The fire chief and his duly appointed fire safety inspector is empowered to enter any and all buildings and premises at any reasonable hour for the purpose of making inspections and to serve written notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found as set forth in F.S. § 633.216.

(c) Fire safety inspection fees.

The fire safety inspector shall be entitled to payment of fees for fire inspection services rendered. Such fees shall be established by resolution adopted by the city council. All fines and fees collected as a result of this article shall be applied to the City of Crystal River for fire department funding, this will include fire safety and public education programs.

(d) Compliance with notice of abatement required.

Any person served with a notice to abate any fire hazard shall comply therewith and promptly notify the fire chief within the time specified in the notice and report the correction to the fire chief or his duly appointed fire safety inspector. Initial fines and fees related to abatement of fire hazards shall be established by resolution of the city council. The fire chief has the authority (AHJ) to close any establishment which poses a life hazard within city limits for the protection of the employees, owners, and patrons of said establishment.

(Ord. No 25-O-13, 9-22-25)

~~Sec. 6-36. Permit fees.~~

~~The city shall, after fifteen (15) days' notice for a public hearing, adopt a fee schedule for all parties required under this article by resolution.~~

~~(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02)~~

~~Sec. 6-37. Penalties.~~

~~Any person violating any of the provisions of this article, if convicted, shall be punished by a fine of up to five hundred dollars ($500.00) and/or imprisonment in the county jail for a period not to exceed sixty (60) days, or both such fine and imprisonment.~~

~~(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02)~~

~~Sec. 6-38. Forms.~~

~~The city council shall adopt, by resolution, such forms as may be necessary for administration of this article.~~

~~(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02)~~

Secs. 6-3~~9~~8—6-45. Reserved.

EXHIBIT "A"

ARTICLE III. FIRE PREVENTION AND PROTECTION[1]

Sec. 6-31. Name.

This article shall be referred to as the "Crystal River Fire Prevention Code" or the "fire prevention code" and shall be effective within the incorporated area of Crystal River, Florida.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § 3, 2-25-2002)

Sec. 6-32. Definitions.

As used in the article, the following words and terms shall have the following meanings, unless a different meaning is clearly intended:

Burn Rules and Regulations means, collectively, any and all applicable federal, state, county, municipal or other local statutes, ordinances, codes, rules, regulations, orders, guidelines, or requirements, whether now existing or hereafter enacted, issued, or amended, relating to fire prevention, fire protection, prescribed burning, open burning, wildfire management, or other activities involving the ignition, control, or suppression of fire, including without limitation regulations promulgated by the fire chief, fire marshals, fire protection districts, forestry agencies, environmental protection agencies, or other authorities having jurisdiction.

City shall mean the City of Crystal River, Florida.

Codes shall mean the rules and regulations pertaining to fire prevention adopted by this article and all amendments thereto.

Council shall mean the city council of the City of Crystal River, Florida.

Fire authority shall mean the city council of the City of Crystal River, Florida.

Fire hazard shall mean a building, premises, place or thing, which by reason of its nature, location, occupancy, condition or use may cause loss, damage, or injury to persons or property by reason of fire, explosion or action of the elements.

Fire official shall mean the fire chief of the Crystal River Fire Department or his designee designated with the responsibility of enforcing the provisions of this article.

Nuisance shall mean any building, premises, place or thing that constitute a fire hazard as defined in this article.

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[1]Editor's note(s)—Ord. No. 92-O-3, § 1, adopted Apr. 27, 1992, amended article III, as set out in §§ 6-31—6-38. Prior to such amendment, article III pertained to the same subject matter and contained §§ 6-31, 6-32, and derived from Ord. No. 74-O-6, § 1, adopted Oct. 24, 1976; and Ord. No. 76-O-4, § 1, adopted June 21, 1976.

Cross reference(s)—Burning of garbage prohibited, § 9-34; adult entertainment establishments, § 11-21 et seq.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02; Ord. No 25-O-13, 9-22-25)

Sec. 6-33. Adoption of codes.

(a) For the purpose of providing for the protection of its citizens from the dangers of fire arising in connection with hazardous processes and materials, the city hereby adopts the Florida Fire Prevention Code as amended and as adopted by the Florida State Fire Marshal pursuant to F.S. Ch. 633. All applicable or associated National Fire Protection Association (NFPA) codes are also hereby adopted along with all changes, revisions, and modifications thereto.

Except as otherwise provided in this chapter, and where not in conflict with the laws of the state pertaining thereto, all of the rules and regulations contained in the fire prevention code adopted by this section are hereby incorporated as a part of this Code as fully as though each part, section, clause and phrase were set out herein at length.

(b) The city council does hereby adopt, by reference, the provisions of Chapter 62-256.700, Florida Administrative Code, as amended from time to time, as said regulations are promulgated by the Florida Department of Environmental Protection.

That code enforcement building department, and law enforcement officials of the City of Crystal River shall be empowered to enforce the Burn Rules and Regulations to the extent provided by state law.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 96-O-15, § 7, 10-28-96; Ord. No. 2002-O-04, § III, 2-25-02; Ord. No 25-O-13, 9-22-25)

Sec. 6-34. Abatement of nuisances.

In order to compel the removal of any building, premises, place or thing that constitutes a nuisance as defined herein, the owner or occupant of the ground or premises within the city may be required to remove the nuisance at the expense of said owner or occupant. Should the owner or occupant not comply with any such requirement within ninety (90) days of notice being provided to him at the address as listed on the latest ad valorem tax roll, the council shall cause said work to be done and the cost thereof shall be charged to the owner of said property and shall constitute a lien upon the property for a period of twenty (20) years. The lien shall state the name of the owner, the amount of the lien and the purpose of the lien, and shall describe the property upon which the nuisance was abated. It shall not be necessary for the lien to be sworn to, and shall be signed by the mayor of the city or the fire official, and said lien shall been forced by any procedure now authorized for enforcement of lien. All costs of enforcing said lien shall be taxed against the owner of the property including reasonable attorney's fees and court costs incurred by the city.

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02)

Sec. 6-35. False alarms.

(a) *Fire alarm systems.*

(1) *Intent.* This section is adopted for the better protection of life and property in the interest of public safety and for the more efficient and effective allocation of fire department personnel.

(2) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Alarm signal shall mean any sound, signal, message or other indication which is audible, visible or otherwise perceptible and which is emitted, caused or activated by an alarm system.

Alarm system shall mean any mechanical, electrical or radio-controlled device and its transmission system which is designed to be activated because of any smoke, heat or fire.

Fire alarm shall mean an alarm system designed to be used for the detection of any smoke, heat or fire which results in the response of the fire and police departments.

Emergency contact telephone numbers shall mean telephone numbers for emergency notifications of the owner/occupant, or agent of same, twenty-four (24) hours daily which are registered with the police department and/or exhibited on the front door (main entrance) of the building housing the alarm system.

False alarm shall mean the activation of any alarm signal by an alarm system which is responded to by fire and police department personnel and which is not caused or precipitated by smoke, heat or an actual fire reasonably requiring the services of fire and police personnel. An alarm will be deemed to be valid only when substantial physical evidence exists which clearly indicates that there was the presence of smoke, heat or fire was the sole reason for the activation of the alarm. Alarm systems which are activated due to power outages or interruptions are deemed to be emitting false alarms. Should an alarm company notify responding units to call off an alarm prior to the arrival of the first responding unit, that alarm will be deemed to be one-half of a false alarm for purposes of this section. An alarm is not considered to be a false fire alarm if the alarm is activated due to malicious causes beyond the control of the owner.

Local audible alarm shall mean an alarm system located on the premises or property protected and which is not intended to transmit signals, except audible, and not transmitted over microwave or other mode of transmittal which uses a signal or message transmitted by microwave circuit or telephone lines as an alarm signal or to activate an alarm.

Nuisance alarm shall mean any alarm which malfunctions or activates, due to personnel or other error, and causes a false alarm response by fire and police personnel more than three (3) times in any fiscal (October 1 to September 30) year.

Occupant/owner shall mean any person having a possessory interest in any property and in actual possession of such property. This includes the person or persons, who lease, operate, occupy or manage the property or premises.

Telephonic alarm system shall mean any alarm system which is activated by a signal or message transmitted by microwave, telephone line or other mode of transmittal which uses a signal or message transmitted by microwave circuit or telephone lines as an alarm signal or to activate an alarm signal.

Fee means the assessment of a monetary charge payable to the city, authorized pursuant to this section, to defray the expenses of responding to a false alarm or alarm malfunction.

(3) *Response of owner to alarms.* Once the owner or person responsible for responding to the alarm is notified of the activation of the alarm, they shall respond to the alarm location within a reasonable time, not to exceed one (1) hour of the notification.

(4) *False alarms, nuisance alarms.* Responsibility for responding to false alarms under this article shall be borne by the person or persons occupying and controlling the premises.

   a. After the third malfunction in a year, an alarm system may be designated as a "nuisance alarm."

   b. The testing of any fire alarm system by technicians or installers shall not result in a false alarm assessment as set out in subsection (5)a. above, provided appropriate notice is given to the department of the city that is to either receive or respond to the alarm. Upon completion of the testing, the department that is to either receives or respond to the alarm shall be notified that the testing has been concluded and that the alarm system is operating. Should notice not be given and the fire alarm is activated causing a response, the incident will be deemed to be a false alarm.

(5) The fire chief shall appoint a recordkeeper of all false alarms and monitor, the recordkeeper shall provide the fire chief with a monthly report of all false alarms.

(6) **Fees for response to nuisance fire alarm, detection, and suppression systems.**

The fee schedule for malfunctioning or nuisance fire alarms, detection and suppression systems is established by resolution of the city council, as amended from time to time.

There is a need for proper operation and maintenance of fire alarm, fire detection and fire suppression systems. The response of fire rescue and other city personnel and equipment to structures with these systems that have malfunctioned causes an added burden on the resources of the city and endangers the lives of the public and employees.

It shall be the responsibility of the owner/agent or occupant of the structure or premises having a system to have such systems maintained by a qualified contractor at all times. It is also the responsibility of the owner/agent or occupant to have an owner/manager or qualified contractor on site within one hour of a fire department request.

Any continued malfunction, failure to make needed improvements or failure to protect against malicious activation of a fire alarm, fire detection and/or fire suppression system in a structure to which a fire department emergency response is made will be handled in the following manner:

First response: The fire department will not charge for the first fire alarm response provided that corrective action is taken by the property owner or agent in the form of system repair or evaluation by a licensed fire alarm contractor. Should no corrective action be taken and the units are called back for the same alarm within a 48-hour period there shall be a charge in addition to the charge for a second response, as established and amended from time to time by resolution of the city council of Crystal River.

Fines for subsequent responses shall be as established and amended from time to time by resolution of the city council.

Fees are due within 45 days following notice from the fire rescue department. The failure to pay the applicable fee within 45 days is a violation of this article that may be enforced as provided in chapter in the amount of 100.00 for false alarms after the 3rd false alarm in a fiscal year (October 1st- September 30) 4th false alarm fee of 200.00, and 5th false alarm of 300.00 of this code and in accordance with F.S. § 633.214 (ordinances pertaining to fire safety; definitions; penalties).

Any person found resetting or in any way interfering with the reporting of a fire alarm before arrival of fire personnel shall be in violation of F.S. § 806.10 (false alarms of fires) and shall be guilty of a felony of the third degree.

(7) *Appeals.* Any appeal or challenge to the assessment of any fine in this section shall be made through code enforcement

(Ord. No. 92-O-3 § 1, 4-27-92; Ord. No. 2002-O-04, § III, 2-25-02; Ord. No. 06-O-08, §§ 1—4, 4-24-2006; Ord. No 25-O-13, 9-22-25)

Sec. 6-36. Violations; Penalty

Any person violating any of the provisions of the code adopted of this chapter, or who shall fail to comply with the provisions thereof, or who shall violate any detailed statement or plans submitted and approved thereunder, shall be guilty of a separate offense for each day or portion thereof during which any violation is committed or continued, and upon conviction such person shall be punished as provided by this Code of Ordinances.

(Ord. No 25-O-13, 9-22-25)

Sec. 6-37. Fire Inspections

(a) **Fire safety inspector**

The fire chief (AHJ) shall appoint a fire safety inspector, who shall be charged with the powers granted under and the responsibilities established by F.S. § 633.214 et seq., as an agent of the state fire marshal.

(b) **Fire safety inspection and fire hazard inspection.**

The fire chief and his duly appointed fire safety inspector is empowered to enter any and all buildings and premises at any reasonable hour for the purpose of making inspections and to serve written notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found as set forth in F.S. § 633.216.

(c) **Fire safety inspection fees.**

The fire safety inspector shall be entitled to payment of fees for fire inspection services rendered. Such fees shall be established by resolution adopted by the city council. All fines and fees collected as a result of this article shall be applied to the City of Crystal River for fire department funding, this will include fire safety and public education programs.

(d) **Compliance with notice of abatement required.**

Any person served with a notice to abate any fire hazard shall comply therewith and promptly notify the fire chief within the time specified in the notice and report the correction to the fire chief or his duly appointed fire safety inspector. Initial fines and fees related to abatement of fire hazards shall be established by resolution of the city council. The fire chief has the authority (AHJ) to close any establishment which poses a life hazard within city limits for the protection of the employees, owners, and patrons of said establishment.

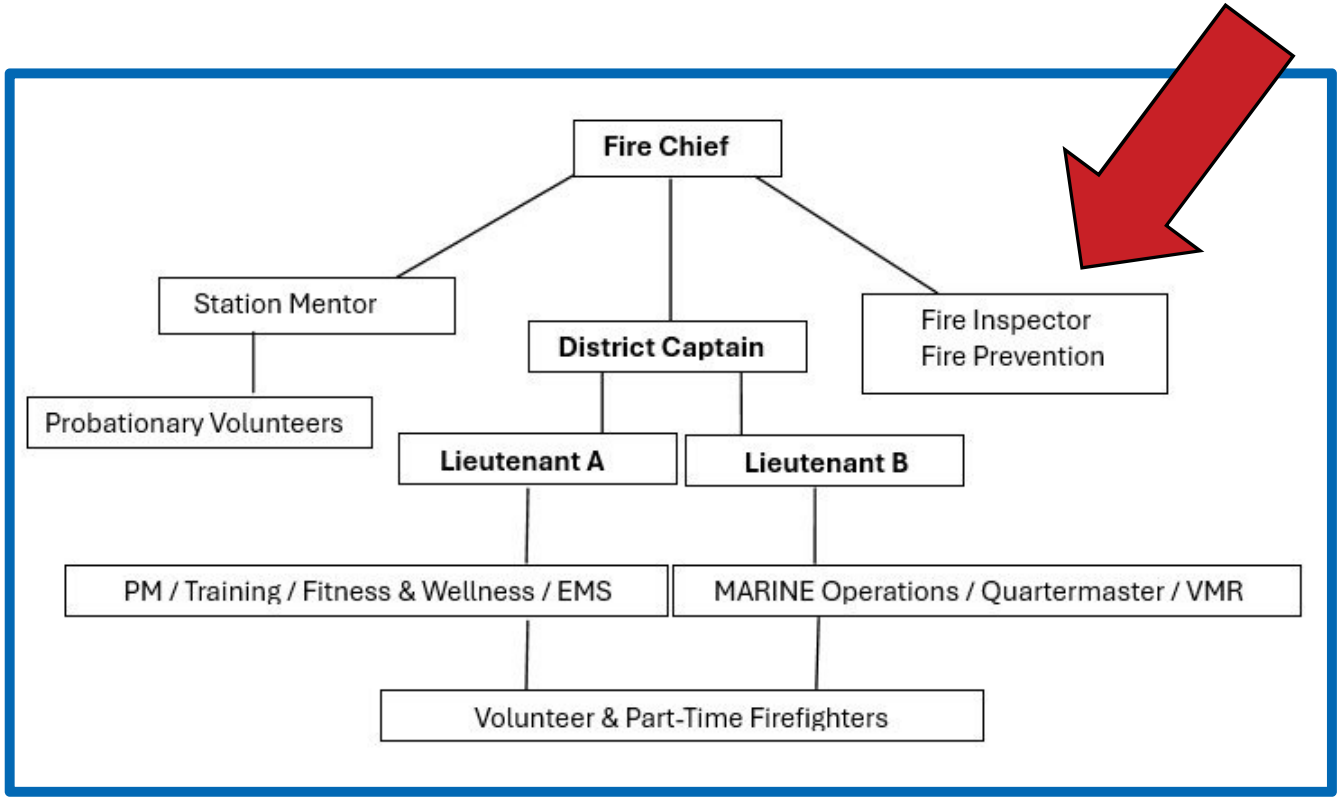
(Ord. No 25-O-13, 9-22-25)

Secs. 6-38—6-45. Reserved.

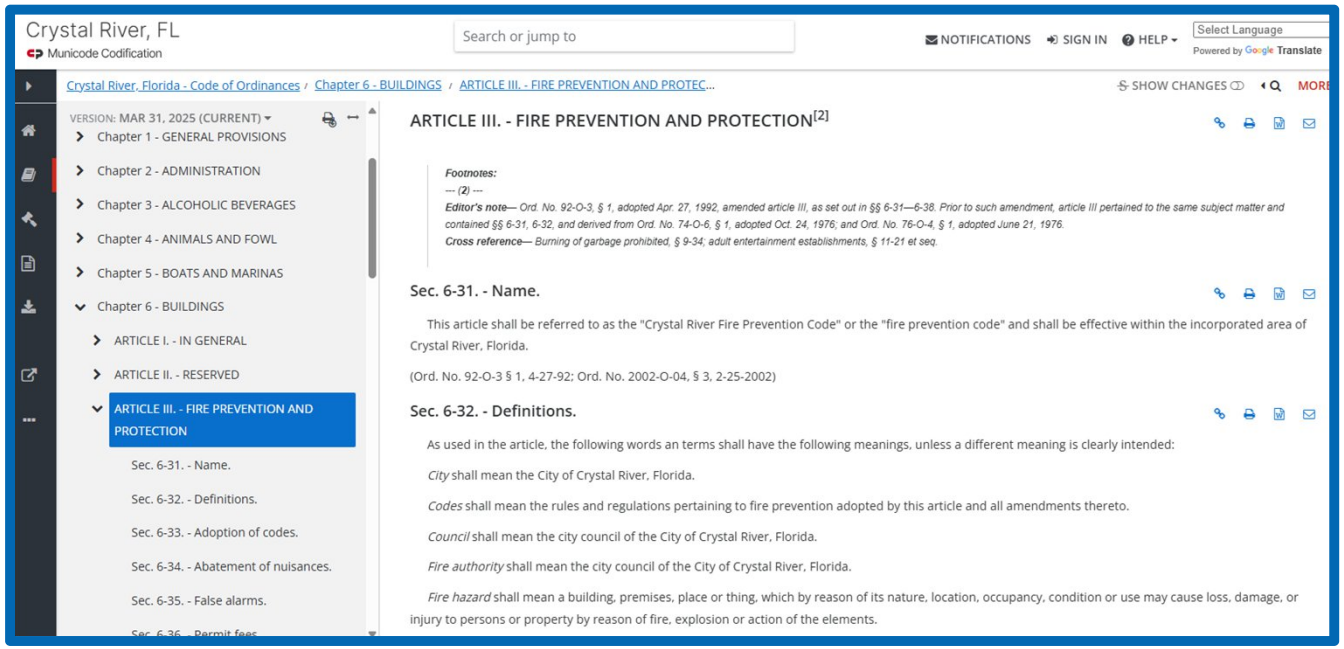


FIRE PREVENTION
CODE OF ORDINANCES UPDATE
ORDINANCE 25-O-13

Background


Fire Chief
Station Mentor
District Captain
Fire Inspector
Fire Prevention
Probationary Volunteers
Lieutenant A
Lieutenant B
PM / Training / Fitness & Wellness / EMS
MARINE Operations / Quartermaster / VMR
Volunteer & Part-Time Firefighters

Fire Prevention and Protection Ordinance Chapter 6 Article III.



Adopting Current Codes

Sec. 6-33. Adoption of codes.

(a) For the purpose of providing for the protection of its citizens from the dangers of fire arising in connection with hazardous processes and materials, the city hereby adopts the Florida Fire Prevention Code as amended and as adopted by the Florida State Fire Marshal pursuant to F.S. Ch. 633. All applicable or associated National Fire Protection Association (NFPA) codes are also hereby adopted along with all changes, revisions, and modifications thereto.

Except as otherwise provided in this chapter, and where not in conflict with the laws of the state pertaining thereto, all of the rules and regulations contained in the fire prevention code adopted by this section are hereby incorporated as a part of this Code as fully as though each part, section, clause and phrase were set out herein at length.

(b) The city council does hereby adopt, by reference, the provisions of Chapter 62-256.700, Florida Administrative Code, as amended from time to time, as said regulations are promulgated by the Florida Department of Environmental Protection.

That code enforcement building department, and law enforcement officials of the City of Crystal River shall be empowered to enforce the Burn Rules and Regulations to the extent provided by state law.

Removing Outdated Information

Sec. 6-35. False alarms.

~~(a) *Automatic dialing telephonic alarm systems.*~~

~~(1) *Intent.* For the better protection of life and property, in the interest of public safety and for the more efficient and effective allocation of fire and police department personnel, the following rules are adopted.~~

~~(2) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:~~

~~*Automatic dialing telephonic alarm system:* Any alarm system which is activated by a signal or message transmitted by microwave, a telephone line or other mode of transmittal which uses a signal or message transmitted by microwave circuit, telephone line or other mode of transmittal as an alarm signal designed to activate a signal.~~

~~*Burglar/robbery alarm:* An alarm system designed to be used for the detection of any unauthorized entry into a building, structure or facility or for reporting a robbery in progress.~~

~~*Emergency service department:* Fire and/or police departments.~~

~~*Fire/smoke alarm:* An alarm system designed to detect the presence of a fire or smoke.~~

~~*Occupant:* Any person having a possessory interest in any property and in actual possession of such property.~~

~~*Fee:* The assessment of a monetary charge payable to the city, authorized pursuant to this article, to defray the expenses of responding to a false alarm or alarm malfunction.~~

~~(3) *Certain telephone alarm systems prohibited.* It shall be unlawful for any person to install, operate or maintain within the city a telephone alarm system using a recorded announcement which, when activated, causes a telephone connection to be made automatically with the Citrus County 911 line or~~

Adding Fee Information for Nuisance Fire Alarms

(6) Fees for response to nuisance fire alarm, detection, and suppression systems.

The fee schedule for malfunctioning or nuisance fire alarms, detection and suppression systems is established by resolution of the city council, as amended from time to time.

There is a need for proper operation and maintenance of fire alarm, fire detection and fire suppression systems. The response of fire rescue and other city personnel and equipment to structures with these systems that have malfunctioned causes an added burden on the resources of the city and endangers the lives of the public and employees.

It shall be the responsibility of the owner/agent or occupant of the structure or premises having a system to have such systems maintained by a qualified contractor at all times. It is also the responsibility of the owner/agent or occupant to have an owner/manager or qualified contractor on site within one hour of a fire department request.

Any continued malfunction, failure to make needed improvements or failure to protect against malicious activation of a fire alarm, fire detection and/or fire suppression system in a structure to which a fire department emergency response is made will be handled in the following manner:

First response: The fire department will not charge for the first fire alarm response provided that corrective action is taken by the property owner or agent in the form of system repair or evaluation by a licensed fire alarm contractor. Should no corrective action be taken and the units are called back for the same alarm within a 48-hour period there shall be a charge in addition to the charge for a second response, as established and amended from time to time by resolution of the city council of Crystal River.

Fines for subsequent responses shall be as established and amended from time to time by resolution of the city council.

Fees are due within 45 days following notice from the fire rescue department. The failure to pay the applicable fee within 45 days is a violation of this article that may be enforced as provided in chapter in the amount of 100.00 for false alarms after the 3rd false alarm in a fiscal year (October 1st-September 30) 4th false alarm fee of 200.00, and 5th false alarm of 300.00 of this code and in accordance with F.S. § 633.214 (ordinances pertaining to fire safety; definitions; penalties).

Any person found resetting or in any way interfering with the reporting of a fire alarm before arrival of fire personnel shall be in violation of F.S. § 806.10 (false alarms of fires) and shall be guilty of a felony of the third degree.

Establishing Fire Inspections

Sec. 6-37. Fire Inspections

(a) Fire safety inspector

The fire chief (AHJ) shall appoint a fire safety inspector, who shall be charged with the powers granted under and the responsibilities established by F.S. § 633.214 et seq., as an agent of the state fire marshal.

(b) Fire safety inspection and fire hazard inspection.

The fire chief and his duly appointed fire safety inspector is empowered to enter any and all buildings and premises at any reasonable hour for the purpose of making inspections and to serve written notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found as set forth in F.S. § 633.216.

(c) Fire safety inspection fees.

The fire safety inspector shall be entitled to payment of fees for fire inspection services rendered. Such fees shall be established by resolution adopted by the city council. All fines and fees collected as a result of this article shall be applied to the City of Crystal River for fire department funding, this will include fire safety and public education programs.

(d) Compliance with notice of abatement required.

Any person served with a notice to abate any fire hazard shall comply therewith and promptly notify the fire chief within the time specified in the notice and report the correction to the fire chief or his duly appointed fire safety inspector. Initial fines and fees related to abatement of fire hazards shall be established by resolution of the city council. The fire chief has the authority (AHJ) to close any establishment which poses a life hazard within city limits for the protection of the employees, owners, and patrons of said establishment.

(Ord. No 25-O-13, 9-22-25)

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 7.B.**

Requested Motion:

Motion to adopt Resolution No. 25-R-20 setting the Final T.R.I.M. rate at 6.59 mills for FY2025/2026 for FY2025/2026 on Final Public Hearing for Adoption of the Final Millage Rate for September 22, 2025, at 5:31 p.m.

Summary:

State statutes (200.065, 200.069, F.S.) establish certain procedural steps that must be followed in adopting the City budget. Two public hearings are required, and the calculation/discussion of a rolled-back rate must be the first substantive issue discussed at the public hearings. At the second public hearing, adoption of the final millage rate and the final budget must be by separate votes, with the final millage rate being adopted prior to the adoption of the final budget.

The rollback rate for FY2025/2026 has been determined to be 6.4221 mills. The millage rate being proposed for FY2025/2026 is 6.59 mills, the same rate as the current year FY2024/2025. The final General Fund budget for FY2025/2026 totals $9,027,897.

Budget detail material has previously been presented to Council during two budget workshops. A final budget summary is being distributed to Council during the release of this agenda. The detailed final budget packet is available on the City website under the Government tab.

Staff Recommendation:

Staff recommends approval of Resolution #25-R-20 setting the Final millage rate of 6.59 mills.

ATTACHMENTS:
Description
Resolution 25-R-20 FINAL HEARING -TRIM FY2026 9-22-2025.doc
FY2026 Budget Summary.pdf

RESOLUTION NO. 25-R-20

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA SETTING A FINAL MILLAGE RATE OF 6.59 UNITS FOR FISCAL YEAR 2025/2026 PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Crystal River, Citrus County, Florida on July 14, 2025, adopted the Fiscal Year 2025/2026 Tentative Millage Rate of 6.59 following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Crystal River has been certified by the Citrus County Property Appraiser as $720,522,729.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CRYSTAL RIVER, FLORIDA THAT:

SECTION 1. FINAL MILLAGE: The final FY 2025/2026 millage rate is set at 6.59 units, which is greater than the roll back rate of 6.4221 mills. The current year proposed rate is 2.61440% greater than the rolled back rate.

SECTION 2. CONFLICT. Any resolution or policy of the City or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or section of this Resolution, which shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This resolution shall be effective upon adoption by the City Council of the City of Crystal River, Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, THIS _____ DAY OF SEPTEMBER 22, 2025.

CITY OF CRYSTAL RIVER

_____

Joe Meek, Mayor

ATTEST:

_____

Mia Fink, City Clerk

Approved as to form:

_____

Rob Batsel, Jr., City Attorney

City of Crystal River
Total City Budget Recap
FY2025 Revised Budget vs FY2026 Proposed Budget

	FY2022 ACTUAL	FY2023 ACTUAL	FY2024 ACTUAL	FY2025 ADOPTED	FY2025 AMENDED	FY2025 PROJECTED	FY2026 PROPOSED	NET CHANGE FY26 to FY25 Amended	%
GENERAL FUND									
Revenues	$ 6,354,404	$ 8,960,987	$ 15,600,048	$ 8,020,582	$ 18,706,146	$ 13,204,379	$ 7,845,753	$ (10,860,393)	-58.06%
Expenditures									
Mayor Council/ & City Attorney	$ 482,397	$ 535,304	$ 606,632	$ 581,138	$ 636,134	$ 576,914	$ 580,202	$ (55,932)	-8.79%
City Manager/Clerk/Human Resource	$ 520,433	$ 607,552	$ 600,564	$ 651,593	$ 638,433	$ 552,349	$ 610,517	$ (27,916)	-4.37%
Finance	$ 300,282	$ 360,110	$ 428,288	$ 465,086	$ 485,624	$ 475,150	$ 499,055	$ 13,431	2.77%
Community Development - Building & Planning*	$ 424,872	$ 403,327	$ 842,979.00	$ 684,051	$ 806,415	$ 237,119	$ 248,870	$ (41,347)	-5.13%
Business Tax	$ 91,035	$ 49,592	$ 32,891.66	$ 36,604	$ 38,405	$ 36,647	$ 36,862	$ (1,543)	-4.02%
Code Enforcement	$ 54,026	$ 252,017	$ 154,471.00	$ 144,868	$ 624,466	$ 355,074	$ 145,277	$ (479,189)	-76.74%
Fire	$ 350,373	$ 489,861	$ 688,255.00	$ 845,936	$ 2,769,173	$ 2,751,778	$ 1,113,396	$ (1,655,777)	-59.79%
Public Works - Administration	$ 848,790	$ 1,115,825	$ 1,070,376.24	$ 1,267,030	$ 1,312,317	$ 1,283,596	$ 1,296,854	$ (15,464)	-1.18%
Public Works - Facility Vehicle Maintenance	$ 227,976	$ 1,086,750	$ 1,372,933.00	$ 292,639	$ 1,374,277	$ 1,315,293	$ 399,758	$ (974,519)	-70.91%
Public Works - Roads & Streets	$ 269,160	$ 268,477	$ 293,693.23	$ 314,949	$ 735,953	$ 306,024	$ 348,600	$ (387,353)	-52.63%
Public Works - Parks	$ 344,925	$ 337,697	$ 369,413.00	$ 359,248	$ 423,573	$ 387,007	$ 388,157	$ (35,416)	-8.36%
Law Enforcement	$ 1,063,826	$ 1,237,708	$ 1,344,604.71	$ 1,369,625	$ 1,370,625	$ 1,369,625	$ 1,439,177	$ 68,552	5.00%
Non-Departmental	$ 17,826	$ 20,585	$ 15,645.48	$ 151,360	$ 3,738,881	$ 2,901,115	$ 110,602	$ (3,628,279)	-97.04%
Transfers & RR Funding	$ 616,849	$ 930,234	$ 1,160,064.00	$ 856,455	$ 3,751,869	$ 586,896	$ 634,422	$ (3,117,447)	-83.09%
Total Expenditures	$ 5,612,768	$ 7,695,038	$ 8,980,810.18	$ 8,020,582	$ 18,706,146	$ 13,134,588	$ 7,851,749	$ (10,338,198)	-55.27%
Net General Fund	**$ 741,636**	**$ 1,265,949**	**$ 6,619,237.82**	**$ -**	**$ 0**	**$ 69,791**	**$ (5,996)**	**$ (5,996)**	**-519.55%**

Building Services has been separated out into a new fund for FY25 & FY26

Hurricane Expenses of $,3,970,751 (Idalia - $3,130,768; Helene - $677,843; Milton - $157,140; Pworks - $5,000)

Facilities Expenses of $890,907 in for Hurricane Helene ($63,165) and Idalia ($827,812)

SPECIAL REVENUE - Special Events & Marketing									
Special Events:									
Revenue & Transfer In from General Fund	$ 150,383	$ 197,977	$ 198,711	$ 216,635	$ 261,568	$ 233,375	$ 161,618	$ (55,017)	-23.57%
Expenditures	$ 149,891	$ 245,439	$ 210,851	$ 216,635	$ 261,568	$ 233,375	$ 161,618	$ (55,017)	-23.57%
Net Special Events	$ 492	$ (47,461)	$ (12,140)	$ -	$ -	$ -	$ -	$ -	**0.00%**
Marketing:									
Revenues & Transfer In from General fund	$ -	$ 7,227	$ 5,811	$ 12,050	$ 23,779	$ 23,779	$ 12,050	$ -	0.00%
Expenditures	$ -	$ 7,227	$ 5,811	$ 12,050	$ 23,779	$ 23,779	$ 12,050	$ -	0.00%
Net Marketing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**0.00%**
SPECIAL REVENUE - Building Services									
Revenues	$ -	$ -	$ 225,101	$ -	$ 590,644	$ 409,371	$ 432,905	$ 432,905	105.75%
Expenditures	$ -	$ -	$ 225,101	$ -	$ -	$ 355,678	$ 425,551	$ 425,551	119.65%
Net Building Services	$ -	$ -	$ -	$ -	$ 590,644	$ 53,693	$ 7,354	$ 7,354	**0.00%**
SPECIAL REVENUE - Visitor Services Program									
Kings Bay Paddlecraft Program:									
Revenues	$ 325,036	$ 254,415	$ 446,341	$ 342,400	$ 965,361	$ 273,200	$ 312,400	$ (30,000)	-10.98%
Expenditures	$ 106,466	$ 163,000	$ 286,240	$ 342,400	$ 965,361	$ 285,180	$ 368,433	$ 26,033	9.13%
Net Kings Bay Paddlecraft Program	$ 218,569	$ 91,414	$ 160,101	$ -	$ -	$ (11,980)	$ (56,033)	$ (56,033)	**467.72%**
Park Enforcement Program:									
Revenues	$ 252,298	$ 345,263	$ 320,244	$ 275,950	$ 836,965	$ 185,825	$ 235,600	$ (40,350)	-21.71%
Expenditures	$ 129,961	$ 178,961	$ 97,015	$ 275,950	$ 836,965	$ 130,972	$ 184,091	$ (91,859)	-70.14%
Net Park Enforcement Program	$ 122,338	$ 166,302	$ 223,229	$ -	$ -	$ 54,853	$ 51,509	$ 51,509	**93.90%**
Pumpout Operations:									

	FY2022 ACTUAL	FY2023 ACTUAL	FY2024 ACTUAL	FY2025 ADOPTED	FY2025 AMENDED	FY2025 PROJECTED	FY2026 PROPOSED	NET CHANGE FY26 to FY25 Amended	%
Revenues & Transfer In from General Fund	$ 3,220	$ 3,950	$ 9,016	$ 23,215	$ 23,215	$ 22,519	$ 24,805	$ 1,590	7.06%
Expenditures	$ 13,258	$ 15,817	$ 18,721	$ 23,215	$ 23,215	$ 22,519	$ 24,805	$ 1,590	7.06%
Net Pumpout Operations	$ (10,038)	$ (11,867)	$ (9,705)	$ -	$ -	$ -	$ 0	$ 0	**0.00%**
TOTAL REVENUES - GenFund & Special Revenue	**$ 7,085,341**	**$ 9,769,820**	**$ 16,580,171**	**$ 8,890,832**	**$ 21,407,678**	**$ 14,352,448**	**$ 9,025,131**	**$ (10,984,170)**	**-107.27%**
TOTAL EXPENDITURES - GenFund & Special Revenue	**$ 6,012,345**	**$ 8,305,483**	**$ 9,599,449**	**$ 8,890,832**	**$ 20,817,034**	**$ 14,186,090**	**$ 9,028,296**	**$ (10,457,452)**	**-132.79%**
NET GENERAL FUND & SPECIAL REVENUE	**$ 1,072,997**	**$ 1,464,337**	**$ 6,980,722**	**$ -**	**$590,644**	**$166,358**	**$ (3,165)**	**$ (526,718)**	**25.52%**
GENERAL FUND CAPITAL IMPROVEMENT PLAN									
Revenue	$ 986,400	$ 1,250,333	$ 816,041	$ 15,765,500	$ 17,079,424	$ 3,930,873	$ 4,798,971	$ (10,966,529)	-278.98%
Expenditures	$ 851,743	$ 2,099,802	$ 552,316	$ 15,765,500	$ 17,079,424	$ 4,833,679	$ 4,493,763	$ (11,271,737)	-233.19%
Net General Fund CIP	$ 134,657	$ (849,469)	$ 263,725	$ -	$ -	$ (902,806)	$ 305,208	$ 305,208	-45.79%
WATER & SEWER OPERATING									
Revenues	$ 3,944,753	$ 5,106,615	$ 4,278,845	$ 4,447,500	$ 28,673,634	$ 28,627,648	$ 4,432,500	$ (15,000)	-0.05%
Expenditures	$ 3,535,728	$ 4,094,859	$ 3,608,088	$ 4,447,500	$ 28,673,634	$ 28,550,118	$ 4,233,818	$ (213,682)	-0.75%
Net Water & Sewer Operating	$ 409,025	$ 1,011,756	$ 670,757	$ -	$ -	$ 77,530	$ 198,682	$ 198,682	
WATER & SEWER CAPITAL IMPROVEMENT PLAN									
Revenues	$ 4,205,370	$ 2,203,966	$ 1,872,951	$ 14,020,000	$ 25,523,518	$ 2,282,321	$ 15,685,470	$ 1,665,470	72.97%
Expenditures	$ 1,492,283	$ 1,419,265	$ 1,521,053	$ 14,020,000	$ 25,523,518	$ 4,232,495	$ 13,685,000	$ (335,000)	-7.91%
Net Water & Sewer CIP	$ 2,713,087	$ 784,700	$ 351,898	$ -	$ -	$ (1,950,174)	$ 2,000,470	$ 2,000,470	
SANITATION									
Revenues	$ 558,413	$ 820,965	$ 647,630	$ 722,861	$ 1,047,722	$ 706,988	$ 854,102	$ 131,241	18.56%
Expenditures	$ 609,418	$ 822,091	$ 718,820	$ 722,861	$ 1,047,722	$ 704,889	$ 849,833	$ 126,972	18.01%
Net Sanitation	$ (51,005)	$ (1,126)	$ (71,190)	$ -	$ 0	$ 2,099	$ 4,269	$ 4,269	
COMMUNITY REDEVELOPMENT AGENCY									
Revenues	$ 1,149,890	$ 941,131	$ 1,535,000	$ 866,000	$ 5,620,728	$ 5,737,180	$ 1,041,000	$ (4,579,728)	-81.48%
Expenditures	$ 561,005	$ 569,784	$ 839,181	$ 866,000	$ 5,620,728	$ 5,419,240	$ 1,172,338	$ (4,448,390)	-79.14%
Net Community Redevelopment Agency	$ 588,885	$ 371,347	$ 695,819	$ -	$ -	$ 317,940	$ (131,338)	$ (131,338)	#DIV/0!
THREE SISTERS SPRINGS									
Revenues	$ 758,047	$ 720,140	$ 1,294,865	$ 1,002,200	$ 1,466,461	$ 1,520,461	$ 1,277,700	$ 275,500	18.12%
Expenditures	$ 642,485	$ 588,422	$ 1,256,860	$ 1,002,200	$ 1,466,461	$ 1,399,562	$ 1,277,617	$ 275,417	19.68%
Net Three Sisters Springs	$ 115,562	$ 131,718	$ 38,005	$ -	$ (0)	$ 120,899	$ 83	$ 83	0.07%
City of Crystal River Total Revenues	**$ 18,688,215**	**$ 20,812,969**	**$ 27,025,503**	**$ 45,714,893**	**$ 100,819,165**	**$ 57,157,919**	**$ 37,114,874**	**$ (24,473,216)**	
City of Crystal River Total Expenditures	**$ 13,705,006**	**$ 17,899,707**	**$ 18,095,768**	**$ 45,714,893**	**$ 100,228,521**	**$ 59,326,073**	**$ 34,740,665**	**$ (26,323,872)**	
City of Crystal River Net	**$ 4,983,209**	**$ 2,913,262**	**$ 8,929,735**	**$ -**	**$ 590,644**	**$ (2,168,154)**	**$ 2,374,209**	**$ 1,850,656**	

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 7.C.**

Requested Motion:

Motion to adopt Resolution No. 25-R-21 Adopting the Final Budget for FY2025/2026 on Final Public Hearing for Adoption of the Final FY2025/2026 Budget for September 22, 2025 at 5:31 p.m.

Summary:

State statutes (200.065, 200.069, F.S.) establish certain procedural steps that must be followed in adopting the City budget. Two public hearings are required, and the calculation/discussion of a rolled-back rate must be the first substantive issue discussed at the public hearings. At the second public hearing, adoption of the final millage rate and the final budget must be by separate votes, with the final millage rate being adopted prior to the adoption of the final budget.

The rollback rate for FY2025/2026 has been determined to be 6.4221 mills. The millage rate being proposed for FY2025/2026 is 6.59 mills, the same rate as the current year FY2024/2025. The final General Fund budget for FY2025/2026 totals $9,027,897.

A copy of the final FY2025/2026 budget summary is attached. In comparison to the budget packet presented during the budget workshop, this recap reflects a balanced General Fund, including employee raises.

The FY2026 proposed budget reflects no change to the mill rate. Management continues to utilize strategies to adhere with the State Amendment 2 requirements and at the same time remaining competitive with other municipalities. The City continues moving forward with alternatives to cover our on-going dilemma of providing a high level of service to our residents and at the same time balancing the budget.

Budget detail material has previously been presented to Council during two budget workshops. A Final budget summary is being distributed to Council during the release of this agenda. The detailed final budget packet is available on the City website under the Government tab.

Staff Recommendation:

Staff recommends approval of Resolution #25-R-21 adopting the Final budget for FY2025/2026.

ATTACHMENTS:
Description
Resolution 25-R-21 FINAL HEARING - BUDGET FY2026 9-22-2025.doc
FY2026 Budget Summary.pdf

RESOLUTION NO. 25-R-21

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2025/2026; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Crystal River, Citrus County, Florida on September 8, 2025 considered the Tentative Fiscal Year 2025/2026 budget following a public hearing as required by Florida Statute 220-065; and,

WHEREAS, The City Council of the City of Crystal River, Citrus County, Florida on September 22, 2025 considered the Final Fiscal Year 2025/2026 budget following a public hearing as required by Florida Statute 220-065; and,

WHEREAS, The City Council of the City of Crystal River, Citrus County, Florida set the final appropriations and revenue estimates for the Budget for Fiscal Year 2025/2026 as follows:

General Fund	$ 9,028,296
Capital Improvements Plan	$ 4,798,971
Water & Sewer Operating	$ 4,432,500
Water & Sewer Capital	$15,685,470
Sanitation Fund	$ 854,102
Three Sisters Fund	$ 1,277,700

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CRYSTAL RIVER, FLORIDA, THAT:

SECTION 1. ADOPTION OF FINAL BUDGET: The final FY 2025/2026 budget, as reflected above, is hereby adopted.

SECTION 2. CONFLICT. Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This resolution shall be effective upon adoption by the City Council of the City of Crystal River Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, THIS _____ DAY OF SEPTEMBER 22, 2025.

CITY OF CRYSTAL RIVER

_____
Joe Meek, Mayor

ATTEST:

_____
Mia Fink, City Clerk

Approved as to form:

_____
Rob Batsel, Jr.,, City Attorney

City of Crystal River
Total City Budget Recap
FY2025 Revised Budget vs FY2026 Proposed Budget

	FY2022 ACTUAL	FY2023 ACTUAL	FY2024 ACTUAL	FY2025 ADOPTED	FY2025 AMENDED	FY2025 PROJECTED	FY2026 PROPOSED	NET CHANGE FY26 to FY25 Amended	%
GENERAL FUND									
Revenues	$ 6,354,404	$ 8,960,987	$ 15,600,048	$ 8,020,582	$ 18,706,146	$ 13,204,379	$ 7,845,753	$ (10,860,393)	-58.06%
Expenditures									
Mayor Council/ & City Attorney	$ 482,397	$ 535,304	$ 606,632	$ 581,138	$ 636,134	$ 576,914	$ 580,202	$ (55,932)	-8.79%
City Manager/Clerk/Human Resource	$ 520,433	$ 607,552	$ 600,564	$ 651,593	$ 638,433	$ 552,349	$ 610,517	$ (27,916)	-4.37%
Finance	$ 300,282	$ 360,110	$ 428,288	$ 465,086	$ 485,624	$ 475,150	$ 499,055	$ 13,431	2.77%
Community Development - Building & Planning*	$ 424,872	$ 403,327	$ 842,979.00	$ 684,051	$ 806,415	$ 237,119	$ 248,870	$ (41,347)	-5.13%
Business Tax	$ 91,035	$ 49,592	$ 32,891.66	$ 36,604	$ 38,405	$ 36,647	$ 36,862	$ (1,543)	-4.02%
Code Enforcement	$ 54,026	$ 252,017	$ 154,471.00	$ 144,868	$ 624,466	$ 355,074	$ 145,277	$ (479,189)	-76.74%
Fire	$ 350,373	$ 489,861	$ 688,255.00	$ 845,936	$ 2,769,173	$ 2,751,778	$ 1,113,396	$ (1,655,777)	-59.79%
Public Works - Administration	$ 848,790	$ 1,115,825	$ 1,070,376.24	$ 1,267,030	$ 1,312,317	$ 1,283,596	$ 1,296,854	$ (15,464)	-1.18%
Public Works - Facility Vehicle Maintenance	$ 227,976	$ 1,086,750	$ 1,372,933.00	$ 292,639	$ 1,374,277	$ 1,315,293	$ 399,758	$ (974,519)	-70.91%
Public Works - Roads & Streets	$ 269,160	$ 268,477	$ 293,693.23	$ 314,949	$ 735,953	$ 306,024	$ 348,600	$ (387,353)	-52.63%
Public Works - Parks	$ 344,925	$ 337,697	$ 369,413.00	$ 359,248	$ 423,573	$ 387,007	$ 388,157	$ (35,416)	-8.36%
Law Enforcement	$ 1,063,826	$ 1,237,708	$ 1,344,604.71	$ 1,369,625	$ 1,370,625	$ 1,369,625	$ 1,439,177	$ 68,552	5.00%
Non-Departmental	$ 17,826	$ 20,585	$ 15,645.48	$ 151,360	$ 3,738,881	$ 2,901,115	$ 110,602	$ (3,628,279)	-97.04%
Transfers & RR Funding	$ 616,849	$ 930,234	$ 1,160,064.00	$ 856,455	$ 3,751,869	$ 586,896	$ 634,422	$ (3,117,447)	-83.09%
Total Expenditures	$ 5,612,768	$ 7,695,038	$ 8,980,810.18	$ 8,020,582	$ 18,706,146	$ 13,134,588	$ 7,851,749	$ (10,338,198)	-55.27%
Net General Fund	**$ 741,636**	**$ 1,265,949**	**$ 6,619,237.82**	**$ -**	**$ 0**	**$ 69,791**	**$ (5,996)**	**$ (5,996)**	**-519.55%**

Building Services has been separated out into a new fund for FY25 & FY26

Hurricane Expenses of $,3,970,751 (Idalia - $3,130,768; Helene - $677,843; Milton - $157,140; Pworks - $5,000)

Facilities Expenses of $890,907 in for Hurricane Helene ($63,165) and Idalia ($827,812)

SPECIAL REVENUE - Special Events & Marketing									
Special Events:									
Revenue & Transfer In from General Fund	$ 150,383	$ 197,977	$ 198,711	$ 216,635	$ 261,568	$ 233,375	$ 161,618	$ (55,017)	-23.57%
Expenditures	$ 149,891	$ 245,439	$ 210,851	$ 216,635	$ 261,568	$ 233,375	$ 161,618	$ (55,017)	-23.57%
Net Special Events	$ 492	$ (47,461)	$ (12,140)	$ -	$ -	$ -	$ -	$ -	**0.00%**
Marketing:									
Revenues & Transfer In from General fund	$ -	$ 7,227	$ 5,811	$ 12,050	$ 23,779	$ 23,779	$ 12,050	$ -	0.00%
Expenditures	$ -	$ 7,227	$ 5,811	$ 12,050	$ 23,779	$ 23,779	$ 12,050	$ -	0.00%
Net Marketing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**0.00%**
SPECIAL REVENUE - Building Services									
Revenues	$ -	$ -	$ 225,101	$ -	$ 590,644	$ 409,371	$ 432,905	$ 432,905	105.75%
Expenditures	$ -	$ -	$ 225,101	$ -	$ -	$ 355,678	$ 425,551	$ 425,551	119.65%
Net Building Services	$ -	$ -	$ -	$ -	$ 590,644	$ 53,693	$ 7,354	$ 7,354	**0.00%**
SPECIAL REVENUE - Visitor Services Program									
Kings Bay Paddlecraft Program:									
Revenues	$ 325,036	$ 254,415	$ 446,341	$ 342,400	$ 965,361	$ 273,200	$ 312,400	$ (30,000)	-10.98%
Expenditures	$ 106,466	$ 163,000	$ 286,240	$ 342,400	$ 965,361	$ 285,180	$ 368,433	$ 26,033	9.13%
Net Kings Bay Paddlecraft Program	$ 218,569	$ 91,414	$ 160,101	$ -	$ -	$ (11,980)	$ (56,033)	$ (56,033)	**467.72%**
Park Enforcement Program:									
Revenues	$ 252,298	$ 345,263	$ 320,244	$ 275,950	$ 836,965	$ 185,825	$ 235,600	$ (40,350)	-21.71%
Expenditures	$ 129,961	$ 178,961	$ 97,015	$ 275,950	$ 836,965	$ 130,972	$ 184,091	$ (91,859)	-70.14%
Net Park Enforcement Program	$ 122,338	$ 166,302	$ 223,229	$ -	$ -	$ 54,853	$ 51,509	$ 51,509	**93.90%**
Pumpout Operations:									

	FY2022 ACTUAL	FY2023 ACTUAL	FY2024 ACTUAL	FY2025 ADOPTED	FY2025 AMENDED	FY2025 PROJECTED	FY2026 PROPOSED	NET CHANGE FY26 to FY25 Amended	%
Revenues & Transfer In from General Fund	$ 3,220	$ 3,950	$ 9,016	$ 23,215	$ 23,215	$ 22,519	$ 24,805	$ 1,590	7.06%
Expenditures	$ 13,258	$ 15,817	$ 18,721	$ 23,215	$ 23,215	$ 22,519	$ 24,805	$ 1,590	7.06%
Net Pumpout Operations	$ (10,038)	$ (11,867)	$ (9,705)	$ -	$ -	$ -	$ 0	$ 0	**0.00%**
TOTAL REVENUES - GenFund & Special Revenue	**$ 7,085,341**	**$ 9,769,820**	**$ 16,580,171**	**$ 8,890,832**	**$ 21,407,678**	**$ 14,352,448**	**$ 9,025,131**	**$ (10,984,170)**	**-107.27%**
TOTAL EXPENDITURES - GenFund & Special Revenue	**$ 6,012,345**	**$ 8,305,483**	**$ 9,599,449**	**$ 8,890,832**	**$ 20,817,034**	**$ 14,186,090**	**$ 9,028,296**	**$ (10,457,452)**	**-132.79%**
NET GENERAL FUND & SPECIAL REVENUE	**$ 1,072,997**	**$ 1,464,337**	**$ 6,980,722**	**$ -**	**$590,644**	**$166,358**	**$ (3,165)**	**$ (526,718)**	**25.52%**
GENERAL FUND CAPITAL IMPROVEMENT PLAN									
Revenue	$ 986,400	$ 1,250,333	$ 816,041	$ 15,765,500	$ 17,079,424	$ 3,930,873	$ 4,798,971	$ (10,966,529)	-278.98%
Expenditures	$ 851,743	$ 2,099,802	$ 552,316	$ 15,765,500	$ 17,079,424	$ 4,833,679	$ 4,493,763	$ (11,271,737)	-233.19%
Net General Fund CIP	$ 134,657	$ (849,469)	$ 263,725	$ -	$ -	$ (902,806)	$ 305,208	$ 305,208	-45.79%
WATER & SEWER OPERATING									
Revenues	$ 3,944,753	$ 5,106,615	$ 4,278,845	$ 4,447,500	$ 28,673,634	$ 28,627,648	$ 4,432,500	$ (15,000)	-0.05%
Expenditures	$ 3,535,728	$ 4,094,859	$ 3,608,088	$ 4,447,500	$ 28,673,634	$ 28,550,118	$ 4,233,818	$ (213,682)	-0.75%
Net Water & Sewer Operating	$ 409,025	$ 1,011,756	$ 670,757	$ -	$ -	$ 77,530	$ 198,682	$ 198,682	
WATER & SEWER CAPITAL IMPROVEMENT PLAN									
Revenues	$ 4,205,370	$ 2,203,966	$ 1,872,951	$ 14,020,000	$ 25,523,518	$ 2,282,321	$ 15,685,470	$ 1,665,470	72.97%
Expenditures	$ 1,492,283	$ 1,419,265	$ 1,521,053	$ 14,020,000	$ 25,523,518	$ 4,232,495	$ 13,685,000	$ (335,000)	-7.91%
Net Water & Sewer CIP	$ 2,713,087	$ 784,700	$ 351,898	$ -	$ -	$ (1,950,174)	$ 2,000,470	$ 2,000,470	
SANITATION									
Revenues	$ 558,413	$ 820,965	$ 647,630	$ 722,861	$ 1,047,722	$ 706,988	$ 854,102	$ 131,241	18.56%
Expenditures	$ 609,418	$ 822,091	$ 718,820	$ 722,861	$ 1,047,722	$ 704,889	$ 849,833	$ 126,972	18.01%
Net Sanitation	$ (51,005)	$ (1,126)	$ (71,190)	$ -	$ 0	$ 2,099	$ 4,269	$ 4,269	
COMMUNITY REDEVELOPMENT AGENCY									
Revenues	$ 1,149,890	$ 941,131	$ 1,535,000	$ 866,000	$ 5,620,728	$ 5,737,180	$ 1,041,000	$ (4,579,728)	-81.48%
Expenditures	$ 561,005	$ 569,784	$ 839,181	$ 866,000	$ 5,620,728	$ 5,419,240	$ 1,172,338	$ (4,448,390)	-79.14%
Net Community Redevelopment Agency	$ 588,885	$ 371,347	$ 695,819	$ -	$ -	$ 317,940	$ (131,338)	$ (131,338)	#DIV/0!
THREE SISTERS SPRINGS									
Revenues	$ 758,047	$ 720,140	$ 1,294,865	$ 1,002,200	$ 1,466,461	$ 1,520,461	$ 1,277,700	$ 275,500	18.12%
Expenditures	$ 642,485	$ 588,422	$ 1,256,860	$ 1,002,200	$ 1,466,461	$ 1,399,562	$ 1,277,617	$ 275,417	19.68%
Net Three Sisters Springs	$ 115,562	$ 131,718	$ 38,005	$ -	$ (0)	$ 120,899	$ 83	$ 83	0.07%
City of Crystal River Total Revenues	**$ 18,688,215**	**$ 20,812,969**	**$ 27,025,503**	**$ 45,714,893**	**$ 100,819,165**	**$ 57,157,919**	**$ 37,114,874**	**$ (24,473,216)**	
City of Crystal River Total Expenditures	**$ 13,705,006**	**$ 17,899,707**	**$ 18,095,768**	**$ 45,714,893**	**$ 100,228,521**	**$ 59,326,073**	**$ 34,740,665**	**$ (26,323,872)**	
City of Crystal River Net	**$ 4,983,209**	**$ 2,913,262**	**$ 8,929,735**	**$ -**	**$ 590,644**	**$ (2,168,154)**	**$ 2,374,209**	**$ 1,850,656**	

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 7.D.**

Requested Motion:

Motion to adopt Resolution No. 25-R-22 Adopting the Final Budget for the Community Redevelopment Agency for FY2025/2026 on Final Public Hearing for Adoption of the Final CRA Budget for FY2025/2026 for September 22,2025 at 5:31 p.m.

Summary:

State statutes (200.065, 200.069, F.S.) establish certain procedural steps that must be followed in adopting the City budget. Two public hearings are required, and the calculation/discussion of a rolled-back rate must be the first substantive issue discussed at the public hearings. At the second public hearing, adoption of the final millage rate and the final budget must be by separate votes, with the final millage rate being adopted prior to the adoption of the final budget.

The General Fund rollback rate for FY2025/2026 has been determined to be 6.4221 mills. The final millage rate being proposed for FY2025/2026 is 6.59 mills, the same rate as the current year FY2025/2026. The final Community Redevelopment Agency (CRA) budget for FY2025/2026 totals $1,172,338.

Budget detail material has previously been presented to Council during two budget workshops. A final budget summary is being distributed to Council during the release of this agenda. The detailed final budget packet is available on the City website under the Government tab.

Staff Recommendation:

Staff recommends approval of Resolution #25-R-22 adopting the Final budget for the CRA for FY2025/2026.

ATTACHMENTS:
Description
Resolution 25-R-22 FINAL HEARING - CRA BUDGET FY2026 9-22-25.doc

RESOLUTION NO. 25-R-22

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, ADOPTING THE FINAL COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR FISCAL YEAR 2025/2026; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Crystal River, Citrus County, Florida, on September 8, 2025 considered the Tentative Fiscal Year 2025/2026 Community Redevelopment Agency (CRA) budget following a public hearing as required by Florida Statute 220-065; and,

WHEREAS, The City Council of the City of Crystal River, Citrus County, Florida, on September 22, 2025 considered the Final Fiscal Year 2025/2026 Community Redevelopment Agency (CRA) budget following a public hearing as required by Florida Statute 220-065; and,

WHEREAS, The City Council of the City of Crystal River, Citrus County, Florida set the tentative appropriations and revenue estimates for the CRA Budget for Fiscal Year 2025/2026 as $1,172,338.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CRYSTAL RIVER, FLORIDA THAT:

SECTION 1: ADOPTION OF FINAL BUDGET: The Final FY 2025/2026budget for the Community Redevelopment Agency, as reflected above, is adopted.

SECTION 2: CONFLICT: Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution is hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY: In the event that any portion or section of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE: This resolution shall be effective upon adoption by the City Council of the City of Crystal River, Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, THIS _____ DAY OF SEPTEMBER 22, 2025.

CITY OF CRYSTAL RIVER

_____
Joe Meek, Mayor

ATTEST:

_____
Mia Fink, City Clerk

Approved as to form:

_____

Rob Batsel, Jr., City Attorney

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 9.A.**

Requested Motion: Riverwalk Update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 9.B.**

Requested Motion: 579 US Highway 19, LLC Update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 10.A.**

Requested Motion: Motion to adopt Resolution No. 25-R-31 to designate an administrative authority to receive, review, and process plat or replat submittals; designating an administrative official responsible for approving, approving with conditions or denying a proposed plat or replat.

Summary:
On or about June 23, 2025 Senate Bill 784 was codified as Chapter 2025-164, *Laws of Florida.* This bill amended Section 177.071, *Florida Statutes*, to require that "A plat or replate submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091". Further, it required that "The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal…". The City finds and determines that the most appropriate administrative authority for this designation is the City's Growth Management Director.

Staff Recommendation:
Staff recommends approval of Resolution No. 25-R-31, and if approved, authorize the Mayor to execute the final resolution.

ATTACHMENTS:
Description
25-R-31.docx

RESOLUTION 25-R-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW AND PROCESS PLAT OR REPLAT SUBMITTALS; DESIGNATING AN ADMINISTRATIVE OFFICIAL RESPONSIBLE FOR APPROVING, APPROVING WITH CONDITIONS OR DENYING A PROPOSED PLAT OR REPLAT; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, prior to 2025, Section 177.071, *Florida Statutes*, was entitled "Approval of plat by governing bodies" and required that before a plat is offered for recording, it must be approved by the appropriate governing body…" and further provided that "(w)hen the plat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat."; and

WHEREAS, on or about April 29, 2025, the Florida Legislature passed *Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill 784* (hereinafter Senate Bill 784); and

WHEREAS, on or about June 20, 2025, Senate Bill 784 was signed into law by Florida Governor Rob DeSatis; and

WHEREAS, on or about June 23, 2025, Senate Bill 784 was codified as Chapter 2025-164, *Laws of Florida*; and

WHEREAS, Senate Bill 784 amended the title of Section 177.071, *Florida Statutes*, to "Administrative approval of plats by designated county or municipal official."; and

WHEREAS, Senate Bill 784 further amended Section 177.071, *Florida Statutes*, to require that "A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091."; and

WHEREAS, Senate Bill 784 further amended Section 177.071, *Florida Statutes*, to require that "The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal…"; and

WHEREAS, Senate Bill 784 further provided that the term "administrative authority" means a department, division or other agency of the municipality; and

WHEREAS, Senate Bill 784 also amended Section 177.071, *Florida Statutes*, to require that said designation include the designation of "an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat."; and

WHEREAS, Senate Bill 784 further provided that the term "administrative officer" includes but is not necessarily limited to a city manager, assistant city manager or other high-ranking city department or division director with direct or indirect oversight responsibility for the city's land development, housing, utilities or public works program; and

WHEREAS, in order to comply with Section 177.071, *Florida Statutes*, as amended by Senate Bill 784, the City Council of the City of Crystal River, Florida now desires to designate an administrative

authority (1) to receive, review, and process plat or replat submittals; and (2) responsible for approving, approving with conditions, or denying proposed plats or replats; and

WHEREAS, the City Council of the City of Crystal River, Florida finds and determines that the most appropriate administrative authority for designation to receive, review, and process plat or replat submissions is the City's Growth Management Director; and

WHEREAS, the City Council of the City of Crystal River, Florida finds and determines that the most appropriate administrative official for designation to approve, approve with conditions, or deny proposed plats or replats is the City's Growth Management Director; and

WHEREAS, the City Council of the City of Crystal River, Florida recognizes that additional amendments to the *Code of Ordinances, City of Crystal River, Florida*, will be necessary to further ensure compliance with Section 177.071, Florida Statutes, as amended by Senate Bill 784 and those will be forthcoming; and

WHEREAS, the City Council of the City of Crystal River, Florida finds and determines that the adoption of this resolution bringing the City's practices and procedures into conformity with Section 177.071, *Florida Statutes*, as amended by Senate Bill 784 serves a public purpose and protects the health, safety and welfare of the citizens of the City of Crystal River, Florida; and

WHEREAS, the City Council of the City of Crystal River, Florida further finds and determines that the adoption of this resolution bringing the City's practices and procedures into conformity with Section 177.071, Florida Statutes, as amended by Senate Bill 784, of the citizens of the City of Crystal River, Florida.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Crystal River, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The City Council of the City of Crystal River, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of designating an administrate authority to receive, review, and process plat or replat submissions and further designating an administrative official responsible for approving, approving with conditions, or denying proposed plats or replats so as to bring the City of Crystal River, Florida's practices and procedures into conformity with Section 177.071, *Florida Statutes*, as amended by Senate Bill 784 and is adopted pursuant to the authority granted by Chapter 2025-164, *Laws of Florida*, Chapter 177, *Florida Statutes*, as amended, Chapter 166, *Florida Statutes*, and other relevant provisions of Florida law.

Section 3. Designation of Administrative Authority to Receive, Review and Process Plat or Replat Submittals.

In accordance with the requirements of Section 177.071(1)(a), *Florida Statutes*, the City Council of the City of Crystal River, Florida designates its Growth Management Director, as he or she may be designated from time to time by the City Manager, as the administrative authority responsible to receive, review and process all plats or replats submitted to the City of Crystal River, Florida under Section 177.071,

Florida Statutes.

Section 4. Designation of Administrative Official Responsible for Approving, Approving with Conditions or Denying Proposed Plats or Replats.

In accordance with the requirements of Section 177.071(1)(a), *Florida Statutes*, the City Council of the City of Crystal River, Florida designates its Growth Management Director, as he or she may be designated from time to time by the City Manager, as the administrative official responsible for approving, approving with conditions or denying proposed plats or replats submitted to the City of Crystal River, Florida under Section 177.071, *Florida Statutes*.

Section 5. Direction to Staff.

The City Council of the City of Crystal River, Florida directs staff to take any and all necessary steps to completely effectuate the orderly implementation of the action taken through adoption of this resolution and to further ensure compliance with the requirements of Section 177.071, *Florida Statutes*, as amended by Senate Bill 784.

Section 6. Effective Date of Resolution.

This resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED, with a quorum present and voting, by the City Council of the City of Crystal River, Florida this ___ day of _____, 2025.

CITY OF CRYSTAL RIVER, FLORIDA,
a political subdivision of the State of Florida

_____
By: Joe Meek, as Mayor

ATTEST:

By:_____
Mia Fink, City Clerk

APPROVED AS TO FORM / LEGALITY:

By:_____
Robert W. Batsel, Jr., City Attorney

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 10.B.**

Requested Motion: Motion to approve Scorpio (CMAR Contract) for preconstruction services proposal - City of Crystal River New City Hall in the amount of $92,660

Summary:
November 2024 the City of Crystal River sought Request for Qualifications (RFQ'S) for Construction Manager at Risk (CMAR) Services for Capital Improvement Projects.

The City of Crystal River was seeking a qualified general contractor to provide Construction Manager at Risk (CMAR) services for projects included in the City's future Capital Improvement Plan (CIP).

Contractors with similar CMAR project experience were encouraged to submit their response to the Request for Qualifications (RFQ). Examples of projects that were included in the selected CMAR company's scope of work are; The Riverwalk Project, Expansion of the Wastewater Treatment Plant, The Crystal River Government Center, and the Kings Bay Paddle Craft Project. The city's intent is to implement these projects using the Construction Manager at Risk (CMAR) delivery method. The contractor selection will be performed in accordance with the Florida Statute 255.103.

This proposal for preconstruction services - City of Crystal River New City Hall - is intended to support a phased Guaranteed Maximum Price (GMP) approach for the preconstruction during design and engineering. A separate proposal for Construction Services will be provided once the schedule and scope for that segment become more clearly defined. Scorpio (CMAR) has tailored our scope and fee to align with the specific requirements of the preconstruction phase. Enclosed for your review are the following documents: 1. Preconstruction Scope of Services 2. Detailed Schedule of Values (Attachment)

Staff Recommendation:
Requested Motion: Motion to approve Scorpio (CMAR Contract) for preconstruction services proposal - City of Crystal River New City Hall in the amount of $92,660

Project Cost:
$92,660

Funding Source:
301-31539-34000-17-11 (General Fund CIP - Other Contractual Services City Hall Rebuild)

Amount Available:
$ 1,119,478.35

ATTACHMENTS:
Description

Crystal River City Hall_Precon Proposal_Scorpio 20250905.pdf

Scorpio.

3911 W Newberry Road
Gainesville, Florida 32607

p: 352.363.6070
f: 352.363.6071

scorpioco.com

September 05, 2025

Audra Curts
City Manager
City of Crystal River
730 N US Hwy 19
Crystal River, FL 34429

RE: City Hall – Preconstruction Services

Dear Audra,

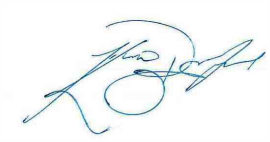
In anticipation of our forthcoming Agreement for Construction Management at Risk Services, we are pleased to submit this proposal for Preconstruction Phase Services. This proposal has been developed based on providing three (3) preconstruction deliverables, as outlined in the attached Schedule of Values. The scope is aligned with the conceptual design for the new City Hall project, which carries an approximate construction budget of ten million dollars ($10,000,000).

Our fee proposal for Preconstruction Phase Services is Ninety-Two Thousand Six Hundred Sixty-Six Dollars ($92,660).

Our proposed Construction Management fee is 6.25% based on the scope of work and cost of construction mentioned above.

We appreciate the opportunity to serve the City of Crystal River in delivering this exciting project to our community.

Sincerely,



Associate, VP Preconstruction

CC: Don Kellogg
Erik Anderson

Make Buildings for Life.
CGC 061834

Scorpio.
COMMUNITY CENTERED CONSTRUCTION

CRYSTAL RIVER CITY HALL PRECONSTRUCTION SERVICES PROPOSAL	Total Hours	Hourly Rate	Total
SCHEMATIC DESIGN ESTIMATE			
Estimating	60	$135	$8,100
Document Review	24	$135	$3,240
Constructability Review	16	$135	$2,160
Schedule & Logistics	8	$135	$1,080
Data Management	4	$75	$300
Report Preparation	4	$75	$300
Stakeholder Meetings	8	$135	$1,080
SCHEMATIC DESIGN ESTIMATE	**124**	**SUBTOTAL: $**	**16,260**
DESIGN DEVELOPMENT ESTIMATE			
Estimating	80	$135	$10,800
Document Review	24	$135	$3,240
Constructability Review	40	$135	$5,400
Scheduling & Logistics Planning	40	$135	$5,400
Subcontractor Prequalification	16	$95	$1,520
Scopes of Work & Bid Manual	32	$95	$3,040
Data Management	8	$75	$600
Report Preparation	8	$75	$600
Meetings	24	$135	$3,240
DESIGN DEVELOPMENT ESTIMATE	**272**	**SUBTOTAL: $**	**33,840**
100% CONSTRUCTION DOCUMENTS GMP			
GMP Solicitation	16	$95	$1,520
GMP Preparation	120	$135	$16,200
Document Review	40	$135	$5,400
Constructability Review	40	$135	$5,400
Scheduling & Logistics Planning	24	$135	$3,240
Subcontractor Outreach	40	$95	$3,800
Scopes of Work & Bid Manual Distribution	8	$95	$760
Data Management	16	$75	$1,200
Report Preparation	24	$75	$1,800
Meetings	24	$135	$3,240
100% CONSTRUCTION DOCUMENTS GMP	**352**	**SUBTOTAL: $**	**42,560**
		TOTAL PRECONSTRUCTION SERVICES PROPOSAL: $	**92,660**

COST MODEL

Crystal River
City Hall
9/5/2025

Scorpio.

COST OF WORK (6S'S)	12,259sq/ft
SITE	$1,155,000
STRUCTURES	$1,532,375
SKIN	$760,058
SURFACES	$551,655
SPECIALTIES	$183,885
SYSTEMS	$2,329,210
TOTAL COST OF WORK	$6,512,183
SOFT COSTS	26.3%
General Conditions	8%
Bonds & Insurance	2.0%
CM Fee	6.25%
Design Contingency	10%
	$8,221,631
TOTAL CONSTRUCTION COSTS PER SF	671sq/ft

Raise Bldg. Breakout	**$467,500**
Add for Hardened Facility	**$266,020**

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: September 22, 2025 **Agenda Item Number: 10.C.**

Requested Motion: Motion to approve GrantWorks, Inc. "Agreement with the City of Crystal River to Utilize (Piggyback) Existing Agreement No. RFQ 25-127 with Citrus County for On-Call Grant Research and Writing"

Summary:
The City has identified and prioritized a variety of projects throughout the City (capital projects, planning projects, etc.), many of which are not currently funded, some only partially funded. Though staff works diligently to obtain funding for such projects through a variety of grant-related sources, the volume of grant funding the city has been working to pursue exceeds the capacity that may be provided through internal staff. Staff determined that utilization of a specialized firm to assist in these funding pursuits may be beneficial in obtaining additional funding sources.

In July of 2025, the Citrus County Board of County Commissioners awarded continuing services agreements to qualified firms for on-call grant research and writing services. Staff met with each of the selected firms and identified one firm that best fit the needs of the City in these efforts, GrantWorks, Inc. The attached cooperative purchasing agreement would be issued in accordance with the Citrus County agreement and would be governed by its terms, conditions, pricing, and payment provisions, which are incorporated and referenced with in the attached.

Upon Council approval, if the City desires to utilize this firm for the services described above and with in, a project-specific, individual task order would be brought before Council for consideration and approval.

Staff Recommendation:
Approval of GrantWorks, Inc. "Agreement with the City of Crystal River to Utilize (Piggyback) Existing Agreement No. RFQ 25-127 with Citrus County for On-Call Grant Research and Writing"

ATTACHMENTS:
Description
GrantWorks_Piggyback Agreement.docx
RFQ 25-127 Executed Agreement-GrantWorks.pdf

September 5, 2025

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

Subject: Agreement with the City of Crystal River to Utilize (Piggyback) Existing Agreement No. RFQ 25-127 with Citrus County for On-Call Grant Research and Writing

AGREEMENT

The City of Crystal River ("City") seeks to engage GrantWorks, Inc. ("GrantWorks") to provide professional consulting services for grant research and writing by piggybacking Agreement No. RFQ 25-127 between Citrus County and GrantWorks ("Citrus County Agreement").

The Citrus County Agreement was awarded pursuant to the Request for Qualifications issued by Citrus County titled *RFQ 25-127 Continuing Services Contract for On-Call Grant Research and Writing* ("RFQ 25-127"). Section 10 of RFQ 25-127, *Additional Information – Cooperative Purchasing*, expressly authorizes other governmental entities to utilize the Citrus County Agreement under the same terms and conditions. That section provides:

> County encourages and agrees to the successful Respondent extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful Respondent. If applicable, pursuant to the Respondent's own governing laws, and subject to agreement of Respondent, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Respondent, and County shall not be a party to any transaction between Respondent and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

The City and GrantWorks agree that this Agreement is issued pursuant to, and in accordance with, the Citrus County Agreement, and shall be governed by its terms, conditions, pricing, and payment provisions, which are incorporated by reference and attached.

This Agreement is entered into and made effective as of the date of the last signature below.

City of Crystal River	**GrantWorks, Inc.**
By (Sign): _____	By (Sign): _____
Print Name: _____	Print Name: _____

Title: _____

Email: _____

Date: _____

Title: _____

Email: _____

Date: _____

Citrus County
Board of County Commissioners
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

NOTICE OF AWARD

July 14, 2025

Rick Faircloth, Senior Vice President of
State & Local Government Services
GrantWorks, Inc.
2201 Northland Drive
Austin, Texas 78756

REF: Agreement RFQ 25-127; Continuing Services Contract for On-Call Grant Research & Writing

The Board of County Commissioners has approved the above referenced Agreement and authorized the Chairman to execute the Agreement, July 8, 2025.

Agreement enclosed for your files. Congratulations.

Sincerely,

Saleem Mahmood

Saleem Mahmood
Purchasing Assistant
Department of Management and Budget

cc: Tammy Wilson, Director, Management & Budget Department

RFQ 25-127 Continuing Services Contract for On-Call Grant Research & Writing

Contract #: RFQ 25-127

CITRUS COUNTY, FLORIDA
A political subdivision of the State of Florida
3600 W Sovereign Path
Lecanto, FL 34461

This Master Consultant Agreement is entered into by the parties on the 9th of July, 2025.

1. Parties

Citrus County, Florida, a political subdivision of the State of Florida, (County)

and

GrantWorks, Inc., (Consultant)

2. Designated Contact Person as to County

Linda Morse, Purchasing & Contracts Manager
Citrus County Department of Management & Budget
3600 W Sovereign Path
Lecanto, Florida 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: Linda.Morse@citrusbocc.gov

3. Designated Contact Person as to Consultant

Rick Faircloth, Senior Vice President of State & Local Government Services
GrantWorks, Inc.
108 S. Monroe Street
Tallahassee, Florida 32301
Phone: 949-705-8542
Email: rick.faircloth@grantworks.net

4. Notices

All notices between County and Consultant, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5. Entire Agreement

This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Master Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Master Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Consultant's Response, (5) provisions of the Purchase Order and/or Work Authorization assigned to Consultant, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6. Agreement Documents

Exhibit A- Consultant's Labor Fee Schedule

7. Term of Agreement and Commencement of Services

The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and/or a Work Authorization is received by Consultant. The County reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred twenty (120) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

8. Modification of Master Agreement

The Master Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant to County for payment. County's acceptance of Services or processing of documentation on forms furnished by Consultant to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9. Services Provided by Consultant

Services Provided by Consultant: The Services of Consultant shall be on an as-needed basis. Projects assigned to Consultant shall be through a "Work Authorization", which shall be considered a "sub-agreement" to the Master Agreement whereby County and Consultant mutually agree to scope, schedule and price for a project that is assigned to Consultant. Work Authorizations can be issued to Consultant by any County Representative authorized to do so, with the oversight of County's Purchasing Section.

Additional Services: Services that may be required after expiration of the Agreement and Work Authorizations will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Master Agreement through an Amendment to the Agreement.

Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope of any Work Authorization, without invalidating the Master Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Work Authorization. Any Amendment that results in a change in Consultant's fees more than $35,000.00 will require the approval by County.

Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of the Work Authorization, and this Master Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may cancel the Work Authorization and, at its discretion, terminate the Master Agreement.

Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Work Authorization and the Master Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under any Work Authorization and Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Work Authorization and Master Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that

governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Master Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

Progress Schedules: Consultant agrees to provide project schedule progress reports for all Work Authorizations in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant under any Work Authorization and of the details thereof. Either party to the Agreement may request and be granted a conference.

Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and subconsultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope of services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, and (b) provide County with a Response for the project, which will include a detailed scope of services and a cost estimate for the project. Response shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Response. If Consultant's Response is deficient in scope or there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Response to the satisfaction of County. Upon County's acceptance of Consultant's Response (scope and fee), Consultant shall prepare a final Response which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, Consultant shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Response, as well as negotiate Consultant's scope and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Response for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Response regardless of whether County does or does not accept Consultant's Response.

Duration of Work Authorizations: Work Authorizations issued under the Master Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Master Agreement and each of its provisions.

Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be

in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10. Compensation to Consultant

Compensation to be paid to Consultant for Work Authorization assignments shall be based on Consultant's labor fee schedule, the approved scope of services, and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Master Agreement by a written Amendment.

Changes in Consultants Labor Fee Schedule: Before making any additions or deletions to the work described in the Work Authorizations, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Master Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Work Authorization or Master Agreement. For this purpose, the end of the Master Agreement is the date of final billing or acceptance of the work by County, whichever is later."

Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County in connection with any Work Authorization assignment. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11. Payment of Payment Requests

11.1. Payment Requests

Requests for payment for the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services performed, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-

audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2. Prompt Payment

County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3. Form of Request

If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Consultant with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4. Resolution of Payment Request Disputes

In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5. Purchase Order

Although an Agreement will be executed by County and Consultant for the Services being performed by Consultant, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not perform any Services for County until Consultant has received a purchase order and/or Notice to Proceed from County. Consultant will be permitted to accept an order to perform Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Consultant for such emergency requests.

11.6. Payments to Subconsultants

When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each subconsultant or supplier in proportion to the percentage of the Services completed by each subconsultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its subconsultants and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subconsultant receives payment from Consultant for labor, Services or materials furnished by subconsultants or suppliers hired by the subconsultant, the subconsultant must remit payment due to those subconsultants or suppliers within seven (7) business days after the subconsultant's receipt of payment from Consultant.

11.7. ACH Enrollment

All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12. Warranties

12.1. Warranty of Ability to Perform

Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its obligations under the Agreement.

12.2. Warranty Against Defects in Workmanship- Not Applicable

12.3. Warranty of Standard Care

In the performance of professional Services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing the Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant does not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-executed Services shall be performed on a mutually agreed upon schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's suppliers or subconsultant's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4. Warranty of Title- Not applicable

13. Public Records

Consultant will keep and maintain public records required by the County to perform the Service. Upon request from the County's custodian of public records, Consultant will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to the County. Upon completion of the Agreement, Consultant will transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Consultant does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: RMLO@CITRUSBOCC.COM.

14. Insurance

During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. The Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1. Minimum Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, his agents, representatives, employees, or subconsultants. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under a contract.

14.2. Commercial General Liability

Consultant must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3. Automobile Liability

Consultant must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4. Workers Compensation and Employer's Liability

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Consultant that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If the Consultant/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all consultants, subconsultants, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subconsultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5. Cyber Insurance

If any operations to be undertaken by Consultant include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Consultant must obtain Claims-Made coverage in an amount not less than $1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6. Professional Liability and/or Errors and Omissions Liability:

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.7. Other Insurance Provisions

14.7.1 Consultant shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.7.2 The project's Bid number shall be noted on the certificate. **RFQ 25-127**

14.7.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.7.4 Citrus County, Florida, a political subdivision of the State of Florida, and Florida Department of Environmental Protection, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

14.7.5 Consultant's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

14.7.6 For all policies of insurance: Consultant and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.7.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.7.8 It is the Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. The Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.

14.7.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.7.10 All Certificates must show that the Consultant's policies have been endorsed per the requirements.

14.7.11 Once ALL paperwork is completed and received by the County, an email will be sent to Consultant requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Consultant's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Consultant will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Consultant's agent(s). This is a yearly requirement for the duration of the Agreement.

15. Indemnification

Consultant shall indemnify, save, and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Consultant, its subconsultants, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Consultant, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Consultant shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Consultant under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16. Change Orders

County may at any time, as the need arises, order changes within the scope of the Services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. The County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17. Termination of Agreement

Either party may terminate this Master Agreement or Work Authorization by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Consultant only for those Services satisfactorily completed or partially completed up to the date of termination. Consultant shall not be entitled to compensation for loss of anticipated profit.

18. Additional Terms and Conditions

18.1. Advertising

Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to

mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2. Assignment

Neither County nor Consultant shall sell, assign, or transfer any of its rights, duties, or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3. Bankruptcy or Insolvency

Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants who are involved in the performance of the Services under this Agreement.

18.4. Compliance with Laws

Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Southwest Florida Water Management District and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5. Conflict of Interest

Consultant covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Services covered under this Agreement, or of any property included or planned to be included in the Services, in which any member, officer, of employee of Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and subcontracts:

> *"No member, officer, or employee of the subconsultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

18.6. Correction of Services

Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7. County Funds

If sufficient funding is not available for Consultant to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Consultant's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.8. Debarment

Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9. Discriminatory Vendor

Consultant certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity, and may not transact business with public entity.

18.10. Disposal of Wastes- Not applicable

18.11. Dispute Resolution

For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.12. Documentation

All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to the County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

18.13. Drug Free Workplace

Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.14. Employees, Subconsultants and Agents

All Consultant employees, subconsultants, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Consultant shall furnish a copy of certification or other proof of qualification. All employees, subconsultants, and agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, subconsultant, and agent of Consultant. County may refuse access to, or require replacement of, any of Consultant's employee, subconsultant, and agent for cause, including, but not limited to, technical or training qualifications, quality of Work, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Consultant's employees, subconsultants, or agents. County shall have the right to review and approve any subconsultant used by Consultant. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that their subconsultants are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.15. Environmental Issues

All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

18.16. Equal Employment Opportunity

Consultant shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability, sexual orientation, gender identity, or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any subconsultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontracts entered into by Consultant. Subcontracts entered into by Consultant shall also include all other applicable labor provisions. No subcontract shall be awarded to any non-complying subconsultant. Additionally, Consultant shall insert in its subcontracts a clause requiring subconsultants to include these provisions in any lower tier subcontracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.17. E-Verification System

Consultant and its subconsultants shall utilize the U.S. Department of Homeland Security's E-Verify system, https://www.uscis.gov/, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Contract. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Consultant and its subconsultants shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Consultant or its subconsultants has knowingly violated Section 448.095, Florida Statutes.

18.18. Force Majeure Event

Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Consultant's control, or for any of the foregoing that affect subconsultants or suppliers if not alternate source of supply is available to Consultant.

18.19. Governing Law and Venue

The Master Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.20. Governmental Restrictions

If Consultant believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

18.21. Immigration and Nationality Act

Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.22. Inspection, Performance, Supervision

County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety. The Consultant will employ and maintain, at the Project Site, a qualified supervisor or superintendent who shall have been designated in

writing by Consultant as Consultant's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Consultant and all communications given to the supervisor or superintendent shall be as binding as if given directly to Consultant. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Consultant's Services.

18.23. Lawful Claims and Demands

Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Consultant or his sureties from any obligations under the Agreement.

18.24. Lobbying

Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Work, employment, or contracts of any kind.

18.25. Local Preference / Workforce Labor

County believes that the hiring of workforce labor by contractors who County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Consultant will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Consultant's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

18.26. Materials, Work, and Facilities

It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other Services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.27. Non-Collusion

Consultant agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a response for the benefit of another contractor. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Bid/Response on any public contract.

18.28. Project Site Conditions

Consultant shall be deemed to have examined the Project Site, if applicable, and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.29. Protection of Persons

Consultant will be responsible for the safety of its employees and the employees of its subconsultants, during the performance of the Services. Consultant will be responsible for initiating, maintaining, and supervising all safety programs in connection with the performance of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Consultant shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Consultant employee, subconsultant employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.30. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or Work to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform services as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.31. Relationship

Consultant is an independent Consultant to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.32. Risk of Loss

Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies, or work product, whether partially or fully completed, that are associated with the Services shall remain with Consultant.

18.33. Schedules, Reports and Records

Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the performance of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports, and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of three (3) years from the date of final payment under the Agreement.

18.34. Security and Confidentiality

19.31.1 Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, distributors, resellers, Subconsultants, officers, or employees in the course of the provision of the Services without the written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Consultant shall take appropriate measures as to its personnel, agents, and Subconsultants. The warranties of this paragraph shall survive the Agreement.

19.31.2 Cybersecurity. The Consultant shall take commercially reasonable measures to protect and secure electronic data. Consultant's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations,

statutes, rules, and requirements applicable to any data in Consultant's or its affiliates or Subconsultant's control. Consultant's, its affiliates, and Subconsultants' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

19.31.3 Security of Information. Consultant and its Subconsultant's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Consultant must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Consultant agrees to maintain reasonable network security that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

19.31.4 Security Incident Notification and Action. If Consultant becomes aware of a cybersecurity event or security incident, Consultant must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Consultant shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Consultant shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Consultant; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

18.35. Severability

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.36. Survival

All express representations, waivers, indemnifications, and limitations of liability included in this Master Agreement will survive its completion or termination for any reason.

18.37. Taxes

Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the performance of the Services under the Agreement. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment, or supplies ("direct purchase") instead of through Consultant are exempt from sales, consumer, use and other similar taxes.

18.38. Waiver

The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

18.39. Inspector General

Consultant agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

18.40. Accessible Electronic Information Technology

Consultant must provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C., as modified from time to time.

19. Subcontracts

Consultant agrees to include in all subcontracts, that the Subconsultant is bound by the terms of this Agreement, and the Subconsultant is bound by all applicable county, state and federal laws and regulations.

20. Human Trafficking for Nongovernmental Entities

Consultant shall comply with the requirements set forth in Florida Statute Section 787.06.

21. Authority

Each person signing the Master Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Master Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

GRANTWORKS, INC.

Steve Mataro
Signature of Witness (1)

STEVE MATARO
Printed Name of Witness (1)

Jo Carroll
Signature of Witness (2)

Jo CARROLL
Printed Name of Witness (2)

BY: _____
RICK FAIRCLOTH, SENIOR VICE PRESIDENT OF STATE & LOCAL GOVERNMENT SERVICES

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15th day of May, 2025, by Rick Faircloth as Senior Vice President, State and Local Government Services, GrantWorks who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 15th day of May, 2025.

Official use only

HOLLY RANDALL MILLER
MY COMMISSION EXPIRES 07-25-2028
NOTARY PUBLIC
COMM. # HH 574992
STATE OF FLORIDA

_____
NOTARY PUBLIC Signature
Printed Name: Holly Randall Miller
Commission No.: HH 574992
Expiration Date: 7/25/28

SEAL

ATTEST:

_____
for TRACI PERRY, CLERK

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

APPROVED

BY: _____ JUL - 8 2025
REBECCA BAYS, CHAIRMAN

BOARD OF COUNTY COMMISSIONERS

DATE: 7/8/2025

GrantWorks

GrantWorks Hourly Rate Schedule for Citrus County, Florida
RFQ 25-127 Continuing Services Contract for On-Call Grant Research & Writing

LABOR CATEGORY	2025 HOURLY RATES -
Principal	$225.00
Subject Matter Expert	$250.00
Program Manager	$210.00
Senior Project Manager	$185.00
Project Manager	$165.00
Senior Planner	$155.00
Planner	$115.00
Senior Grant Manager	$175.00
Grant Manager	$155.00
Grant Specialist	$145.00
Grant Writing Specialist	$155.00
Grant Writing Assistant	$145.00
Senior Application Specialist	$155.00
Application Specialist	$115.00
Senior Grant Researcher	$185.00
Grant Researcher	$135.00
Senior Environmental Scientist	$145.00
Environmental Scientist	$135.00
GIS/Mapping Managers	$125.00
GIS/Mapping Analyst	$115.00
Mitigation Specialist	$156.00
Procurement Specialist	$150.00
Administrative Assistant	$65.00