Agenda

Crystal River City Council Meeting
Regular Meeting Agenda
Monday, July 14, 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 June 9, 2025

B. Motion to approve minutes of the City Council Workshop held June 23, 2025

C. Monthly Departmental Report Summary for the month of June

D. Motion to approve a Memorandum of Understanding between the City of Crystal River, U.S. Fish and Wildlife Service, and Florida Fish and Wildlife Conservation Commission for the reconstruction of the Manatee Release Ramp at Three Sisters Springs.

E. Motion to approve an Interlocal agreement with the Citrus County Board of County Commissioners for disposal of solid waste for Fiscal Year 2025/2026 beginning October 1, 2025

F. Motion to adopt Resolution No. 25-R-19 to approve a 5.2% Consumer Price Index adjustment to the U.S. Water Services Corporation contract base fee for FY2026.

7. PUBLIC HEARING

A. Consideration of Ordinance 25-O-06 (Application No. PCA25-0001) for an amendment of the Future Land Use Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on Second Reading, and conduct a public hearing on July 14, 2025, at 5:30 p.m. This item was continued from the June 9, 2025, City Council Meeting and is associated with the next item.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

B. Consideration of Ordinance 25-O-07 (Application No. PZM25-0001) for an amendment of the Official Zoning Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on Second Reading, and conduct a public hearing on July 14, 2025, at 5:30 p.m. This item was continued at the June 9, 2025, City Council Meeting and is associated with the previous item.

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C. Consideration of Ordinance 25-O-11 (Application PCT25-0001) for a text amendment of the City of Crystal River Comprehensive Plan to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments, on First Reading, and authorize staff to transmit the Amendment to the FloridaCommerce and other state agencies. This item is associated with Item 8.D.
AN ORDINANCE AMENDING THE CITY OF CRYSTAL RIVER, FLORIDA, COMPREHENSIVE PLAN PURSUANT TO SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUES, CONCERNING FUTURE LAND USE TEXT (POLICY) AMENDMENT; AMENDING FUTURE LAND USE ELEMENT BY ADDING OBJECTIVE 2.9 PROMOTING FAIRNESS AND ACKNOWLEDGING GOOD FAITH RELIANCE ON THE PREVIOUSLY APPLICABLE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PRIOR TO RECENT AMENDMENT; PROVIDING FOR A TRANSITION PERIOD DURING WHICH APPLICANTS DEMONSTRATING SUCH RELIANCE MAY ELECT TO PROCEED UNDER THE CURRENT OR PREVIOUSLY EXISTING COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Motion to adopt Resolution No. 25-4-R-20 setting the tentative T.R.I.M. rate at 6.59 mills and Setting the Two-Required Public Hearing Dates for September.

8. INTRODUCTION AND FIRST READING OF ORDINANCES

A. Introduction of Ordinance 25-O-10 (Application PA25-0001) for the voluntary contraction (de-annexation) of a 17.22-acre parcel addressed as 4264 North Tallahassee Road, as petitioned by Christine Johnson.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DE-ANNEXATION) OF THE CITY BOUNDARY BY DE-ANNEXING 17.22 ACRES MOL OF REAL PROPERTY ADDRESSED AS 4264 NORTH TALLAHASSEE ROAD, CRYSTAL RIVER, FLORIDA, MORE PARTICULARLY AND LEGALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTY FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

B. Introduction of Ordinance 25-O-08 (Application No. PCA25-0002) for an amendment of the Future Land Use Map for 0.69 acres addressed 563 NE 5th Street, owned by Crystal River Church of Christ, on First Reading, and set the public hearing for August 11, 2025, at 5:30 p.m. This item is associated with the next item.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING A PROPERTY (0.69 ACRES MOL) LYING IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, SPECIFICALLY PARCEL ID 17E18S21 12220 (ALT KEY: 1068215) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY CRYSTAL RIVER CHURCH OF CHRIST FROM CIVIC TO URBAN CENTER LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C. Introduction of Ordinance 25-O-09 (Application No. PZM25-0002) for an amendment of the Official Zoning Map for 0.69 acres addressed as 563 NE 5th Street, owned by Crystal River Church of Christ, on First Reading, and set the public hearing for August 11, 2025, at 5:30 p.m. This item is associated with the previous item.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PROPERTY (0.69 ACRES MOL) LYING IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, SPECIFICALLY A PARCEL ID 17E18S21 12220 (ALT KEY: 1068215) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY CRYSTAL RIVER CHURCH OF CHRIST FROM CIVIC TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

D. Introduction of Ordinance 25-O-12 (Application PZT25-0001) for a text amendment of the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments. This item is associated with item 8.C.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING, APPENDIX A – LAND DEVELOPMENT CODE OF CITY OF CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES, AS AMENDED, PROMOTING FAIRNESS AND ACKNOWLEDGING GOOD FAITH RELIANCE ON THE PREVIOUSLY APPLICABLE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PRIOR TO RECENT AMENDMENT; PROVIDING FOR A TRANSITION PERIOD DURING WHICH APPLICANTS DEMONSTRATING SUCH RELIANCE MAY ELECT TO PROCEED UNDER THE CURRENT OR PREVIOUSLY EXISTING COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

9. CITY ATTORNEY

A. Riverwalk Update

10. CITY MANAGER

A. Motion to approve an Interlocal Agreement for Enhanced Law Enforcement Services to include Ancillary School Crossing Guard Services between the City of Crystal River, the Citrus County Sheriff's Office in the total sum of $1,434,565.65.00 for the term of October 1, 2025, through September 30, 2026

B. Motion to adopt Resolution No. 25-R-23 and award a contract to Sean M. Gerrits, Inc. for Surface Depression Restoration in accordance with R.F.P. No. 25-RFP-05 in an amount not to exceed $297,710.50

C. Motion to adopt Resolution No. 25-R-24 and authorize the Mayor to execute a purchase agreement and related closing documents for acquisition of the property located at 41 N. Crystal Street in the amount of $197,000

D. Citrus County Impact Fee Study Update

E. Lion's Club Discussion

F. Discussion of Developer's Agreement between Edward Sinz and the City of Crystal River for Vacation of NE 1st Ave at Hunter Springs Park

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: July 14, 2025 **Agenda Item Number: 6.A.**

Requested Motion: Motion to approve minutes of the City Council meeting held June 9, 2025

ATTACHMENTS:
Description
6.09.25 Minutes.docx

Minutes

Crystal River City Council
Regular Council Meeting
Monday, June 9th, 2025 5:30 p.m.
Citrus County Welcome Center
915 N. Suncoast Blvd.

1. CALL TO ORDER

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

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

Council members absent: Mayor Joe Meek

Staff present: City Manager Audra Curts-Whann, City Attorney Rob Batsel, City Clerk Mia Fink, Community Engagement Director Leslie Bollin, Assistant Finance Director Cindy Marihugh, Assistant Public Works Director/Project Manager Stacey Houston, Growth Management Director Carly Hanson, Growth Management Assistant Director Heather Lacey, Fire Chief Frank Melillo

Council member Chris Ensing led the invocation and Vice Mayor Holmes led the Pledge of Allegiance.

Vice Mayor Holmes recognized County Commissioners Hollie Davis and Jeff Kinnard, and County Attorney Denise Lyn.

2. ADOPTION OF AGENDA

Motion to adopt the agenda as amended was made by Council member Frink; seconded by Council member Ensing. Motion carried 4-0.

3. PRESENTATIONS

A. Audit Presentation

Gary Marlow and Stacia Deitrich of Mauldin & Jenkins (City's Audit Firm) presented the FY2024 Financial Statements.

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council meeting held May 27, 2025

B. Monthly Departmental Report Summary for the month of May

C. Motion to approve the setting of two City Council Workshops to be held June 23, 2025 at 1:00 p.m. to discuss Phase I of the Crystal River Government Center Project (City Hall) and July 14, 2025 at 3:00 p.m. to discuss the City's Fee Schedule

Motion to approve the consent agenda was made by Council member Satchell; seconded by Council member Frink. Motion carried 4-0.

7. PUBLIC HEARING

A. Consideration of Ordinance 25-O-06 (Application No. PCA25-0001) for an amendment of the Future Land Use Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on Second Reading, and conduct a public hearing on June 9, 2025, at 5:30 p.m. This item is associated with the next item.

City Clerk Fink read each ordinance (25-O-06 and 25-O-07) by title only.

City Attorney Batsel introduced the item, noting recent meeting with Citrus County and potential issues related to the adjacent airport, approval process (FAA approval requirements, etc.) and County desire for continuance. He also discussed continuance process (open Public Hearing for comments, then approve, deny or continue).

Staff Presentation: Growth Management Director Carly Hanson presented, noting written public comment received regarding the application.

Applicant Presentation:

Darryl W. Johnston, Esq. (representing RIF 304, LLC) 29-S. Brooksville Ave., Brooksville, FL 34601- Addressed Council, acknowledging desire for continuance and requesting focus on land use.

Public Hearing:

Kathy Neumann- 515 McGowan Ave. Crystal River- Spoke in opposition of the proposed ordinances, noting environmental concerns.

Denise Lyn- County Attorney- Citrus County BOCC- Thanked Council for consideration of continuance, noting history of parcel and previous County efforts to obtain a perpetual easement.

Hollie Davis- Discussed utility aspects of airport and potential impacts to usable landing space.

James Wu Chen, FBO, Crystal Aero Group- Spoke in opposition of the proposed ordinances, noting potential impacts to runway, safety concerns and potential future development of site.

Charles Carr, Flight Instructor, Crystal River Airport- Spoke in opposition of the proposed ordinances, noting potential impacts to runway and FAA permitting issue.

Gail Kostelnick-Crystal River- Noted previous attempts to develop parcel, and potential stormwater and environmental impacts.

Terry Thompson- Crystal River- Requested application be brought back before Planning Commission if any revisions made.

Heiko Kallenbach, Chair, Citrus County Aviation Advisory Board- Spoke in opposition of the proposed ordinances, noting environmental concerns and potential future development of site.

Vice Mayor Holmes requested an aerial map of airport be provided. City Attorney Batsel reminded Council of next steps (approval, denial or continuance to a date and time certain), and general approval process. Council discussion was held regarding

Motion to continue items 7A and 7B to the City Council meeting scheduled for July 14, 2025 was made by Council member Frink; seconded by Council member Satchell. Discussion was held regarding next steps and upcoming Citrus County BOCC agenda item. **Motion carried 4-0.**

B. Consideration of Ordinance 25-O-07 (Application No. PZM25-0001) for an amendment of the Official Zoning Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on Second Reading, and conduct a public hearing on June 9, 2025, at 5:30 p.m. This item is associated with the previous item.

Discussion held under previous item.

8. INTRODUCTION AND FIRST READING OF ORDINANCES

9. CITY ATTORNEY

A. Riverwalk Update

City Attorney Batsel provided an update regarding the project, noting potential sale of one of the parcels. He also provided a status update regarding construction/permitting process.

B. 579 US Highway 19, LLC Update

Confirmed fully executed redevelopment agreement.

10. CITY MANAGER

A. Motion to authorize staff to issue Notice of Award to the top two ranking respondents to ITB No. 25-B-03 "Disaster Debris Management and Removal Services": CTC Disaster Response, Inc. (Primary) and Aftermath Disaster Recovery (Secondary) and proceed with finalization of agreements in accordance with ITB No. 25-B-03

City Manager Curts presented the item, noting evaluation process, locations of selected vendors and positive reference checks. She addressed questions regarding firm locations and staging process.

Motion to authorize staff to issue Notice of Award to the top two ranking respondents to ITB No. 25-B-03 "Disaster Debris Management and Removal Services": CTC Disaster Response, Inc. (Primary) and Aftermath Disaster Recovery (Secondary) and proceed with finalization of agreements in accordance with ITB No. 25-B-03 was made by Council member Frink; seconded by Council member Ensing. Motion carried 4-0.

B. Crystal River Stormwater Master Plan Project Update an internal stormwater/drainage maintenance

City Manager Curts introduced the item and Keira Hanson of Kimley Horn presented on the Stormwater Master Plan project. Assistant Public Works Director/Project Manager Stacy Houston presented on internal efforts pertaining to stormwater/drainage maintenance, providing Council with a stormwater cleaning list and addressing Council questions regarding results and impacts of litter on stormwater drainage.

C. Motion to authorize staff to proceed with acquisition of a property located at 41 NE Crystal Street owned by L&T Cattle, LLC, direct staff to either negotiate a purchase agreement in the proposed amount of $197,000 or a parcel exchange agreement for a portion (5 acres) of City-owned property located at 8300 W. Venable Street and authorize staff to obtain required appraisals

City Manager Curts presented the item, providing background information regarding negotiations and noting plans to utilize Train Depot and relocate Visitors Services. She also discussed recent implementation of Three Sisters Springs Refuge online ticket sales, plans for expansion of city-wide parking facilities and potential funding source for purchase. She also addressed questions regarding Three Sisters Springs Visitors Center leases and potential timelines for train depot repair and relocation. Council discussion was held regarding benefits of purchase and relocation,

Motion to authorize staff to proceed with acquisition of a property located at 41 NE Crystal Street owned by L&T Cattle, LLC, direct staff to either negotiate a purchase agreement in the proposed amount of $197,000 was made by Council member Frink; seconded by Council member Satchell. Council member Ensing spoke in favor of parcel exchange option and Council discussion was held regarding related benefits, funding options for Train Depot repair and parking. **Motion carried 3-1 with Council member in Ensing in opposition.**

D. Motion to approve Res. 25-R-16 appointing a Special Magistrate, Robert S. Christensen, Esq., as the City's Local Hearing Officer through an Administrative Code Enforcement Hearing Officer Agreement.

City Manager Curts presented the item and City Attorney Batsel provided background information regarding items 9D and 9E, noting code provisions related to hearing officers.

Motion to approve Res. 25-R-16 appointing a Special Magistrate, Robert S. Christensen, Esq., as the City's Local Hearing Officer through an Administrative Code Enforcement Hearing Officer Agreement was made by Council member Ensing; seconded by Council member Satchell. Motion carried 4-0.

E. Motion to approve Res. 25-R-17 appointing a Special Magistrate, Bryce Davis, PA., as the City's Alternate Local Hearing Officer through an Administrative Code Enforcement Hearing Officer Agreement.

Motion to approve Res. 25-R-17 appointing a Special Magistrate, Bryce Davis, PA., as the City's Alternate Local Hearing Officer through an Administrative Code Enforcement Hearing Officer Agreement was made by Council member Frink; seconded by Council member Satchell. Motion carried 4-0.

11. CITY COUNCIL

12. COUCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek

B. Vice Mayor Holmes confirmed MPO meeting attendance, and discussed stormwater standards and fill limitations.

C. Council Member Satchell

D. Council member Frink

E. Council Member Ensing noted recent pickleball lessons.

13. PUBLIC INPUT

14. ADJOURNMENT Vice Mayor Holmes adjourned the meeting at 7:05 p.m.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 6.B.**

Requested Motion: Motion to approve minutes of the City Council Workshop held June 23, 2025

ATTACHMENTS:
Description
June 23, 2025 Council Workshop Monarch City Hall.docx

Minutes
Crystal River City Council Meeting
Monday, June 23, 2025 at 1:00 PM
Citrus County Welcome Center

1. CALL TO ORDER

Council Members Present: Mayor Joe 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, City Clerk Mia Fink, Community Engagement Director Leslie Bollin, Finance Director Michelle Russell-Maynard, Assistant Finance Director Cindy Marihugh, Assistant Public Works Director/Project Manager Stacey Houston, Growth Management Director Carly Hanson, Growth Management Assistant Director Heather Lacey, Human Resources Director Mary Helprin, Executive Assistant/Deputy Clerk Sabrinna Utter

2. ADOPTION OF AGENDA

Motion to adopt the agenda was made by Council member Frink; seconded by Vice Mayor Holmes. Motion carried 5-0.

3. PRESENTATIONS

A. Monarch Design Group Crystal River Government Center Project Phase I- Draft Intermediary Report

City Manager Curts introduced Barnett Chenault, President and CEO of Monarch Design Group. Mr. Chenault introduced team members Kathy Chambers and Lucinda Caldwell and presented the most recent site concept. Mayor Meek noted redevelopment of entire site with modest structure. Mr. Chenault then presented the Projected Occupancy and Space Requirements Summary noting pending decision regarding Three Sisters Springs Visitors Center. He then addressed Council questions regarding space needs for CCSO and common areas. He also presented Massing Diagrams (2 vs. 3-story structure), floodplain concerns, utilization of ground level (parking vs. plaza) and building elevation. Alan Garri of Kimley Horn also provided confirmation regarding elevation requirements.

Council discussion was then held regarding parking needs, utilization of ground-level space (parking vs. plaza), related costs, and inclusion of visitors center on-site. *Consensus was reached for staff and Monarch to move forward without Three Sisters Springs Visitors Center on-site.* Mr. Chenault continued the presentation of Massing Diagrams and sought feedback regarding two-story vs. three-story options. Council discussion was held regarding the projected growth of city, space needs within the preliminary design, and elements of the Kings Bay Park Masterplan (including off-site location for Park Rangers), with City Manager Curts noting upcoming reorganization (Parks and Recreation Department creation). Mr. Chenault confirmed he would communicate with staff on requested revisions (shared conference area, reduced CCSO lobby size, etc.). *Consensus was reached for staff and Monarch to move forward with two-story option.*

Mr. Chenault discussed next steps, noting final deliverable to include estimate of probable cost and confirming 30-40% of cost includes mechanical, electrical and plumbing. Council discussion was held regarding cost-reduction strategies. Mr. Chenault then presented inspiration photos of vernacular options, building materials, entryways and other structural elements. Council discussion was held

regarding preferences, with Mr. Chenault confirming ability to blend styles and themes (Key West, as an example). He then introduced Erik Anderson of Scorpio, Construction Manager At-Risk service provider, who addressed Council regarding current projects (Newberry City Hall) and benefits of CMAR services.

Mayor Meek adjourned the meeting at 2:33 p.m.

4. ADJOURN

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 6.C.**

Requested Motion: Monthly Departmental Report Summary for the month of June

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ATTACHMENTS:
Description
2025 Summary Report- June.docx

Departmental Monthly Report Summary
June 2025

THE CITY CLERK'S OFFICE

During the month of June, the office clerked 2 public meetings, coordinating the agenda and drafting 8 agenda items. The Clerk's office also facilitated 13 public records requests and performed 20 notarizations on various legal documents. Recording items included 15 Utility lien releases, 2 Variance Orders, 1 Conditional Use Order and 3 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

The City hosted the following events: First Friday and the Employee Picnic at Little Springs Park. Other events in the City included: Bike Night at Town Square. Upcoming events include: First Friday and the 4th of July. The department is gearing up to merge with our parks and Three Sisters Springs and is spending lots of time researching the departments. As we plan for this merger, we are also scheduling meetings with the paddle craft vendors, other stakeholders, and the intricate staff.

THREE SISTERS SPRINGS

Three Sisters Springs had a total of 1,722 visitors for the month of June. Fiscal year 24' June had a total of 1,866 visitors. Visitor counts were down 7% from the previous year with an average of 62 people per day. June was the first month that online tickets were being sold for Three Sisters. We had 203 tickets purchased from the website totaling $2,213.50 in revenue. Net revenue for the month totaled $18,113.25. Commissions paid to USFWS totaled $5,799.88

This month on Social Media:
Facebook:

- Facebook Reach: 69,562
- Facebook Views: 36,109
- Facebook Content Interactions: 262
- Facebook Follows: 157
- Facebook Visits: 4,689

Instagram:

- Instagram Reach: 2,213
- Instagram Views: 5,712
- Instagram Content Interactions: 83
- Instagram Follows: 421
- Instagram Visits: 878

* Further details are listed in the full departmental reports.

HR/RISK MANAGEMENT

Open Positions
Associate Planner – Still accepting and interviewing applicants.
Firefighter/EMT – PT
Three Sisters Visitor Experience Specialist
Trolley Driver - PT

New Hires
Evan Giles – Volunteer Firefighter in Training (originally started in Cadet Program.)

Rehire
Andrew Lytle – Volunteer EMT

Resignations
Jessica Surufka – Park Ranger – PT
Cori Boney – Volunteer Firefighter
Kevin Lacey – Three Sisters Visitors Experience Specialist – PT

Employee Headcount
Full Time City & Fire – 41
Part Time City – 17
Intern - 1
Fire Fighter Volunteer – 15
Fire Fighter/EMT Part Time – 7

Risk Management Activities:
N/A

Ongoing Items/Upcoming:
Workplace Harassment training for all City Employees.

FIRE DEPARTMENT

Fire Department Activities: During the month of June, the Fire Department received 91 calls for service. An average of 3.38 personnel per call and had an average response time of 5.36 minutes. The average time on scene was 22.32 minutes. CRFD attended First Friday. CRFD continued training exercises at the fire house, and a training at the new Fountains at Hidden Lakes apartments. The CRFD conducted marine training on Kings Bay. Fire Cadet meetings have continued at the fire station. The CRFD participated in community outreach at Starbucks "Coffee with a Firefighter." There were 34 EMS calls, 1 structure fire (electrical), 1 brush fire and 1 vehicle fire, 1 fatal accident and 2 calls where CPR was performed.

PUBLIC WORKS DEPARTMENT

Roads and Streets

- Road depression repaired at NE 4th Ave & NE 3rd ST. ongoing repairs throughout the City.
- Started replacing sidewalk on NE 11th ST. by High School.
- Tree trimming on going on Crystal ST.
- Public works Repaired and Replaced the American Flags on HWY. 19 Before 4th of July.
- Started replacing sidewalk on MLK by High School.
- Removed a loose Dock that floated up to 1222 NW 5th Terr.
- Started bush hogging at the Spray Field.
- Blow out all drains on Three Sister Trail with Vac Truck
- Add a Citrus County Transit at NE 1st Ave & NE 3rd ST.
- Moved Citrus County Transit Bus Stop Behind Fire Station from Old City Hall.
- Removed a tree along River Walk in Kings Bay Park.
- Replaced Missing and broken Fence at Venable Memorial Park Cemetery.
- Rebuild tile shower wall at fire house men's restroom upstairs.

Parks & Park Rangers

- Citations written.....145
- Incident Reports Written……...12
- CCSO or Fire Notified…….6
- Boats Pumped.....61
- Gallons Pumped.....3042
- 3 Park Rangers and Leslie Bollin are registered for Parking Enforcement Class

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 to late April
- Indian Waters – 2 additional units have started the septic-sewer conversion. 50 connected 12 in progress 18 not connected. These numbers include vacant lots that may be constructed.
- Kings Bay Park Improvements – In engineering and design phase. Currently in the permitting phase.
- Paradise Point Drainage Project – In engineering and design phase.

Utilities & US WATER

- Began annual hydrant flushing and maintenance
- Replaced service line and/or new meters at:
    - 1470 NW 19th St
    - 217 SW Kings Bay Dr
    - 101 SE Hwy 19
    - 3839 N Nokomis Pt
    - 2008 NW 18th St
    - 3850 N Eagle Pt
    - 1831 NW 18th St
    - 915 NE 2nd St
    - 1302 SE Paradise Ave

* Further details are listed in the full departmental reports.

    - 16 NE 5th St
    - 405 SW 1st Ave
    - 2051 NW 17th St
    - 1430 NW 21 St
- Repaired broken clean-outs at:
    - 201 SW Kings Bay Dr
    - 1365 NE 5th Ave
- Replaced Vacuum Pit Valve at 9595 W Pimpernel Ln
- Repaired Sewage pump station at 9150 W Harbor Isle Ct
- Repaired E-One Station Issues at:
    - 3748 N Hiawatha Terr
    - 3888 N Nokomis Pt
    - 3909 N Eagle Pt
- Installed repaired pump at LS 13
- Installed repaired Omni-site Units at:
    - LS 40
    - LS 46
    - Sprayfield
- Performed preventative lift station maintenance at:
    - LS W11
    - LS W19
    - LS 9
    - LS 11
    - LS 23
    - LS 20
    - LS 18
    - LS 46
    - LS 14

PLANNING, COMMUNITY SERVICES, & DEVELOPMENT SERVICES

PLANNING AND ZONING:

A. NEW PENDING PUBLIC HEARING(S)

a. **PSU25-0002 – 654 SE Fort Island Trail –** A request for a conditional use has been made to operate a kayak rental business (outdoor recreation) from 654 SE Fort Island Trail. This item will be heard by the Planning Commission on July 3, 2025.

B. POTENTIAL PROJECTS / PERMITS UNDER REVIEW: (updates are underlined)

1. **Fountains at Hidden Lakes – A 149 Unit "Affordable Apartment" Complex** – PB24-0162 – 10456 W Ashburn Ln – The permit was purchased on May 28, 2024, and construction has commenced. The Developer is using a private provider for building plan review and inspections. This project is anticipated to be completed by the beginning of June.
2. **Home2Suites (Hilton)** – PB24-0172– 2061 NW 18th St – A new four-story, 75-room hotel located on the corner of State Road 44 and NE 12th Ave. The developer proposes to develop the parcel with a hotel and a future restaurant as part of a second phase that would front SR 44. This permit is ready to issue.
3. **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.

4. **Restaurant (at Port Hotel and Marina) –** PB24-0010 - 1508 SE Kings Bay Dr. - Proposed 22,690 sf restaurant. The permit was issued on 11-13-2024, and construction has commenced.
5. **Hotel (at Port Hotel and Marina)** – PB24-0011 – 1508 SE Kings Bay Dr. – Proposed 85,500 sf (85-room) hotel. This permit has been issued, and construction has commenced.
6. **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.
7. **Microtel** – PZ24-0041 –1030 NE 5th St – A preliminary review of a civil site plan was requested for a new 103 room hotel (10,160 sq. ft.) This application is currently under review.
8. **Aldi Grocery Store –** PB24-0174 – 1651 SE US Hwy 19 – A Building Permit Application at the current Winn Dixie to demise the existing store into two separate spaces with one becoming an Aldi Grocery Store (26,355 square feet) and the remaining left vacant. This permit was issued, and the opening is scheduled to occur mid-June.
9. **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.
10. **Marine Town Warehouse Addition –** PB24-0220 – 2061 NW US Hwy 19 – A 5,000 square foot warehouse addition to Marine Town. This permit has been issued.
11. **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.
12. **Amanda Z Art Studio –** PB25-0171 – 215 NE 3rd Street – A Building Permit for an elevated art studio. This permit is currently under review.

BUSINESS TAX RECEIPTS:

Of the 750 renewals for 2025, 582, or 78%, have renewed and hold an active 2025 BTR.

BUILDING DEPARTMENT:

PERMITS ISSUED:

Building	57
Demolition	5
Electrical	16
Mechanical	9
Sign	3
Gas	3
Roofing	9
Zoning	1
Solar Powered Equipment	1
Plumbing	2
Total Permits	**106**
Total Fees	**$141,493.00**
Total Construction Value	**$2,995,584.31**

INSPECTIONS: **CODE ENFORCEMENT:**

* Further details are listed in the full departmental reports.

Building	236
Fire	27
Code & Zoning	2
Total Inspections	**265**

Closed Cases: 26
Zoning Reviews: 2
Code Hearings: 2
Hurricane Permitting Compliance: 56 hours

FINANCE DEPARTMENT

Monthly report for the Finance Department as of May 2025. This report represents the first eight months for the fiscal year FY2025 – 66.58% of the year has been completed.

General Fund

Operating Revenues for the fiscal year are running more than budget ($6,754,335 – 80.12% vs. 66.58%); this is normal following the receipt of Ad Valoreum Taxes which are almost completely received for the year – the largest amount is generally received within the months of December and January. As of this date, we have completed 66.58% of the year; however, we have received 96.63% of this main General Fund revenue source (30.05% 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 (87.36%) of our budgeted interest revenue ($234,740) for the first eight months of FY2025. Overall, revenue for this eight-month period is good.

Operating Expenditures overall are at approximately 42.983% of the budget – 23.68% 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 continue to plan their operations for the year and encumber funds to better assist with the operations of their department. Projected expenditures for FY 2025 are $19,460,828 or $11,440,246 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 eight months of the year totaled $126,188. Vendor events fees will be billed to each vendor for utilization of City space and utilities as City Events begin to take off for the year. The City continues to collect vendor sponsorships to assist with the cost of City events.

* Further details are listed in the full departmental reports.

Visitor Services - Kings Bay Paddlecraft Program and Park Enforcement Program

Revenues for the year are less than budget ($218,974 – 37.09% vs 66.58%). 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 $284,605 (15.63% – 50.95% less). This is primarily due to the Park Ranger truck purchase of over $40,400. The fund currently reflects a positive net position - $50,999.

CIP

Revenues in the CIP Fund continue to remain low in comparison to the revenues budgeted (2.73%); 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 eight months of FY2025.

Capital expenditures for the first eight months are also less than budget (9.03%). The main spend year-to-date was for some stormwater projects and the Copeland Park Fishing Bridge. Public Works continues the beginning stages of planning the various capital projects for the year. Very little has been encumbered to date.

Water/Sewer

Operating revenues are slightly less than the budget for the month (61.13% vs 66.58%). The only revenues for the first eight months of the year were the utility billings and interest earned at the bank.

Operating expenditures are also less than the budget (13.13% vs. 66.58%). 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 (4.67% vs. 66.58%). This is primarily due to the WWTP grant for which reimbursement will not be received until the project is up and running and the City begins to incur costs.

Capital expenditures like the revenues are less than the budget for the year (2.87% vs 66.58%). There continues to be very little activity for the first eight months of the year as Public Works in coordination with U.S. Water are planning the capital projects for the year. Staff also continue to work on the sewer expansion projects. Most FY2024 projects were rolled forward into FY2025.

Sanitation

Sanitation revenues are slightly less than budget for the month (64.21% vs. 66.58%). Staff completed a comparison of City customer billings to Waste Management billings to the City. There were a few adjustments necessary by both the City and the vendor. The vendor again will pay the Franchise fees monthly vs. annually. The $140,000 collection reflects as revenue into the fund, and then a transfer to General Fund; one-twelfth of this is the $11,666.67.

Sanitation expenditures are below budget (48.78%) – 17.80% less than budget.

This fund once again is reflecting a shortfall. Management will be considering this when determining future garbage rates.

Three Sisters Refuge

Revenues for the first eight months of the year are more than budget (103% vs. 66.58% - 36.42% more). Manatee season began 11/15/2024 so we will continue to see an increase in revenues. Operating expenditures are running slightly less than budget for the first eight months of the year (48.62% vs. 66.58%). Three Sisters operations were gearing up for season, which required replenishing supplies and training staff.

This fund reflects a positive net position for the first half of the year of $463,382. Overall, this fund primarily continues to be self-sufficient.

CRA

Revenues for the first eight months of the year are significantly higher than budget (111.30%) 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 (82.67% vs. 66.58%).

Expenditures for the first eight 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.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

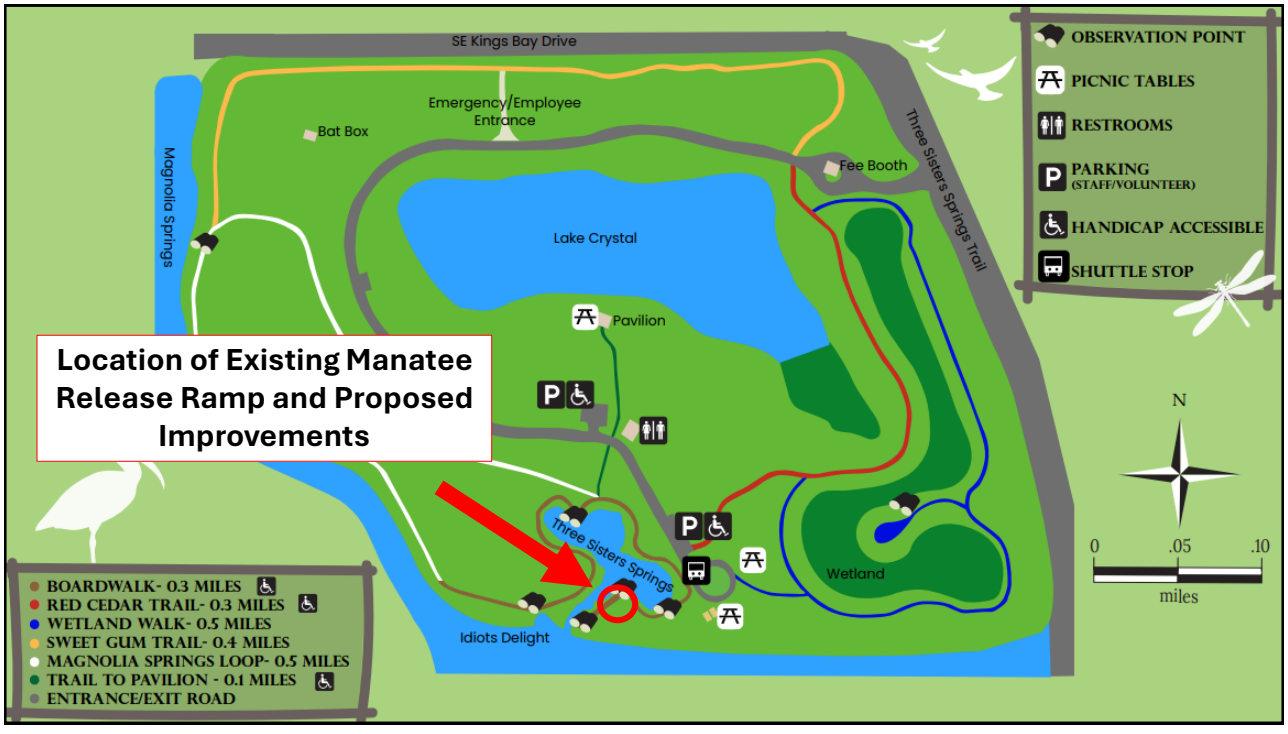
Meeting Date: July 14, 2025 **Agenda Item Number: 6.D.**

Requested Motion: Motion to approve a Memorandum of Understanding between the City of Crystal River, U.S. Fish and Wildlife Service, and Florida Fish and Wildlife Conservation Commission for the reconstruction of the Manatee Release Ramp at Three Sisters Springs.

Summary:
The City of Crystal River has a Management Agreement with U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission for management of Three Sisters Springs National Wildlife Refuge. Because reconstruction of the Manatee Release Ramp is not specifically listed in the project list of the Management Agreement, the City must provide approval. FWC has granted approximately $45,000 for the project completion and obtained the U.S. Army Corps permit.

Staff Recommendation:
Approval of the Memorandum of Understanding between the City of Crystal River, U.S. Fish and Wildlife Service, and Florida Fish and Wildlife Conservation Commission for the reconstruction of the Manatee Release Ramp at Three Sisters Springs.

ATTACHMENTS:
Description
Manatee Release Ramp at Three Sisters Springs.pdf
MOU Manatee Release Ramp
FWC Three Sisters Manatee Release Ramp Site Plan.pdf
Army_Corps_Permit.pdf


SE Kings Bay Drive
Emergency/Employee Entrance
Bat Box
Magnolia Springs
Fee Booth
Three Sisters Springs Trail
Lake Crystal
Pavilion
Location of Existing Manatee Release Ramp and Proposed Improvements
Three Sisters Springs
Wetland
Idiots Delight
OBSERVATION POINT
PICNIC TABLES
RESTROOMS
PARKING (STAFF/VOLUNTEER)
HANDICAP ACCESSIBLE
SHUTTLE STOP
N
0
.05
.10
miles
BOARDWALK- 0.3 MILES
RED CEDAR TRAIL- 0.3 MILES
WETLAND WALK- 0.5 MILES
SWEET GUM TRAIL- 0.4 MILES
MAGNOLIA SPRINGS LOOP- 0.5 MILES
TRAIL TO PAVILION - 0.1 MILES
ENTRANCE/EXIT ROAD

1


Existing Manatee Release Ramp Entrance on Boardwalk
Existing Manatee Release Ramp

2

AGREEMENT NO.

MEMORANDUM OF UNDERSTANDING

Between

CITY OF CRYSTAL RIVER

And

U.S. DEPARTMENT OF INTERIOR

U.S. FISH AND WILDLIFE SERVICE

CRYSTAL RIVER NATIONAL WILDLIFE REFUGE

And

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

I. Authority:

This Memorandum of Understanding (MOU) is entered into between the Department of the Interior (hereinafter referred to as the Department), U.S. Fish and Wildlife Service (hereinafter referred to as the Service), Crystal River National Wildlife Refuge (CRNWR), the Florida Fish and Wildlife Conservation Commission (hereinafter referred to as the Commission), and City of Crystal River (hereinafter referred to as City) under the authority of the Fish and Wildlife Act of 1956 (16 U.S.C.742a-742j), as amended, the National Wildlife Refuge Administration Act (16 U.S.C. 668dd), and the National Wildlife Refuge System Improvement Act (PL 105-57).

II. Background

The City of Crystal River purchased Three Sisters Springs in July 2010 with a mix of public and private funding including a grant from the Florida Communities Trust. This 57-acre property is located in Citrus County, FL, and protects three warm water springs that maintain water temperatures between 72-74 degrees throughout the year. The federally protected Florida manatee uses these warm water springs as seasonal sanctuaries. During the winter months, Florida manatees migrate to these warm water springs to escape the cold gulf waters. When water temperatures drop below 68 degrees, Florida manatees are not able to survival for extended periods of time. The large congregations of migrating Florida manatees provide visitors to Three Sisters Springs an opportunity to view these large charismatic marine mammals.

Three Sisters Springs is managed as a unit of CRNWR, through a management agreement with the City, the USFWS MOU No.

Service, and the Southwest Florida Water Management District (SWFMD). Many of the original goals outlined in 2010 Agreement have been met and the Service, SWFMD, and the City are working towards completing the goals outlined in the 2019 amendment to the Agreement.

The Commission is a state agency whose goal is managing fish and wildlife resources for their long-term well-being and the benefit of people. Additionally, the Commission manages Florida manatee rescue, rehabilitation, and release efforts in Florida. Three Sisters Springs is used as a critical release and rescue site for Florida manatees. The release ramp is currently in desperate need of repair and is a safety hazard for staff and volunteers during rescue and release operations.

The City is the primary owner of Three Sisters Springs and operates the transit service and Three Sisters Springs Welcome Center.

III. Purpose

The purpose of this MOU is to establish an agreement between the Department, the Service, the CRNWR, the Commission, and the City of Crystal River to allow construction and management of a new manatee release ramp at Three Sisters Springs.

IV. Scope of Effort:

For a period hereinafter set forth, the Service and the Department shall cooperate as necessary for the performance of work as set for below:

A. General:

The Parties will coordinate prior to construction in order to identify any issues related to access.

B. The Service shall:

Provide the Commission and contractor access, as needed, to project area during construction and pre-construction site visits

Maintain the constructed release site and facilitate the Commission's access to the site for related manatee rescue and release efforts

Co-manage the project through review and collaboration on the Scope of Work

C. The Commission shall:

Seek funding for equipment, materials, and contractors to complete the project within the limits of

Commission allocated, or otherwise procured funding.

Maintain all appropriate permits as necessary for the project.

Procure and oversee any contractors required to complete the project construction in coordination with the Service's project manager.

Provide the necessary equipment and materials necessary to complete project construction.

Co-manage the project through review and collaboration on the Scope of Work.

D. The City shall:

Allow construction of the manatee release ramp on Three Sisters Springs.

Co-manage the project through review and collaboration on Scope of Work.

V. Period of Performance

The period of performance of the MOU is from the last date of signature by all parties, through a scheduled completion date of November 14, 2026, at which time it will be subject to review, renewal, or expiration.

VI. Project Officers

A. City of Crystal River
Andrea Hullstrung, Visitor Services Manager
917 Three Sisters Springs Trail
Crystal River, FL 34428
(352) 586-4988
ahullstrung@crystalriverfl.org

B. U.S. Fish and Wildlife Service
Crystal River National Wildlife Refuge
Jeff Beauchamp, Deputy Project Leader
1502 SE Kings Bay Dr
Crystal River, FL 34429
(352) 563-2088
jeffrey_beauchamp@fws.gov

C. Florida Fish and Wildlife Conservation Commission
Anna Laws
10247 Suncoast Blvd

Crystal River, FL 34428
(352) 460-7332
anna.laws@myfwc.com

VII. Modification of Agreement

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this MOU, and incorporated in and by reference made a part of this MOU.

VII. Termination of Agreement

Any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other party or parties to the agreement.

IX. Terms and Conditions

1. This MOU in no way restricts the parties from working together or participating in similar activities with other public or private agencies, organizations, and individuals.
2. Any public notices issued by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.
3. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
4. All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.
5. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance to applicable regulations and procedures, including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized in accordance with appropriate statutory authority.

This MOU does not provide such authority.

6. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.
7. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other federal legal authority as may be pertinent. Specifically, tort liability arising from negligent or wrongful acts or omissions of Commission employees acting within the scope of employment shall be adjudicated pursuant to section 768.28, Fla. Stat. and nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Likewise, tort liability arising from negligent or wrongful actor omissions of City of Crystal River employees while acting within the scope of official duty shall be governed by the provisions of the laws of the State of Florida.
8. The parties agree to implement the provisions of this MOU to the extent personnel are available and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations, or directives by which the parties must legally abide.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

CITY OF CRYSTAL RIVER

BY:

NAME: Joe Meeks
TITLE: Mayor
DATE:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

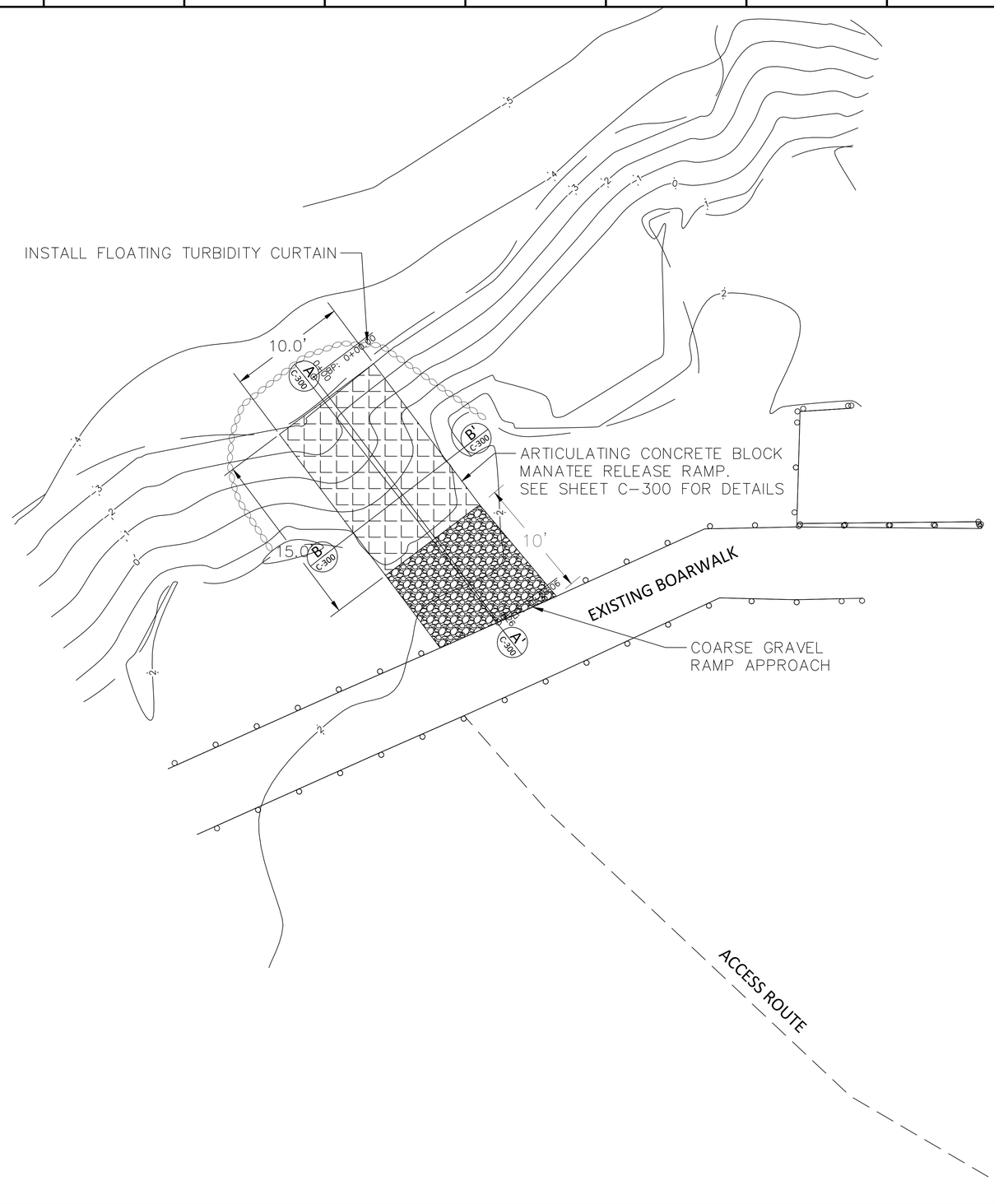
BY:

NAME:
TITLE: FWC Executive Director (or Designee)
DATE:

U.S. DEPARMENT OF INTERIOR / U.S. FISH AND WILDLIFE SERVICE

BY:

NAME: Holly Gaboriault
TITLE: Regional Chief, National Wildlife Refuge System
DATE:



GRAPHIC SCALE

0 2.5 5 10

(IN FEET)

1 inch = 5 ft.

wsp

5015 S. Florida Avenue, Suite 301
Lakeland, FL 33813
Phone: 1.863.667.2345
www.wsp.com

TAYLOR S. KROLL, P.E.
FLORIDA PE LICENSE NO. 83280

PROJECT:

THREE SISTERS SPRING MANATEE RELEASE AREA

CRYSTAL RIVER, FL

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

620 S MERIDIAN ST.
TALLAHASSEE, FL 32399

WSP PROJECT No:
US-EI-22190.5680

REVISIONS			
NO.	DATE	BY	APPROVED

DESIGNED BY:	TSK
DRAWN BY:	TSK
CHECKED BY:	DWB
APPROVED BY:	DWB
DATE:	Feb-25

SHEET TITLE:

PROPOSED SITE PLAN

SHEET NUMBER:	REV. #
C-202	0
SHEET OF SHEETS	

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207

June 11, 2025

Regulatory Division
West Permits Branch
Tampa Section
SAJ-2010-02920 (NWP-CPC)

Joyce Palmer
US Fish and Wildlife Service
1502 SW Kings Bay Drive
Crystal River, FL 34429
Sent via email: crystalriver@fws.gov

Dear US Fish and Wildlife Service:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on April 16, 2025. Your application was assigned file number SAJ-2010-02920. A review of the information and drawings provided indicates that the proposed work would result in restoration of the existing manatee release ramp. The proposed discharge below the mean high-water line (MHWL) will be a 16-ft by 10-ft articulating concrete block matt placed over 6-inchs of number 57 bedding stone. The ramp will have 1.5-ft wide riprap boarder surrounding the outside of the ramp constructed of 30 pound rock. The project will require 8.92 cubic yards (CY) of material. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located in Three Sisters Springs at 900 Three Sisters Spring Trail, Crystal River, Section 28, Township 18 South, Range 17 East, Citrus County, Florida. The coordinates of the project are N 28.88818 W -82.58942.

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 18 (Minor Discharges). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to

complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-18, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions:

1. The time limit for completing the work authorized ends on **March 14, 2026**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form (Enclosure 1) and forward a copy to this office to validate the transfer of this authorization.

5. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

   a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

   b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. The Permittee shall reference this permit number, SAJ-2010-02920 (NWP –CPC), on all submittals.

2. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the ENG Form 6285, "Certification of Compliance with Department of Army Permit" (located at https://www.publications.usace.army.mil/Portals/76/Eng_Form_6285_2024%20Dec%20FINAL.pdf) and submit it to the Corps.

3. **Cultural Resources/Historic Properties:**
   a. No structure or work shall adversely affect, impact, or disturb properties listed in the National Register of Historic Places (NRHP), or those eligible for inclusion in the NRHP.
   b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.
   c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the

public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

4. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

5. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

Note - JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the

permitted work.

7. **Special Condition 7: Manatee Conditions:** The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Enclosed). The most recent version of the Manatee Conditions must be utilized.

8. **Manatee Seasonal Construction Shutdown:** The proposed project is located in a Warm Water Aggregation Area; therefore, the Permittee shall cease all in-water activity related to any authorized work from November 15 to March 31.

9. **Manatee Observer:** A dedicated manatee observer, whose sole responsibility is to watch for manatees, must be present during in-water work. The observer must be experienced in manatee observation techniques and have prior on-the-job experience as an observer during previous in-water work where the activities were similar in nature to the proposed project. The dedicated observer shall be present and perform no other duties that may interfere with their ability to observe for protected marine species. This person shall be someone other than the dredge and equipment operators/mechanics.

10. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within one (1) foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

11. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at https://regulatory.ops.usace.army.mil/customer-service-survey/. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions regarding this letter, please contact the project manager, Carissa Curlee, in writing at the Tampa Permits Section at 10117 Princess Palm Ave., Suite 120, Tampa, Fl 33610, by telephone at 904-238-0726, or by email at carissa.p.curlee@usace.army.mil..

Sincerely,

Carissa Curlee

Digitally signed by Carissa Curlee
Date: 2025.06.11 07:16:11 -04'00'

Carissa Curlee
Project Manager | Tampa Section

Enclosures
Permit Transfer Request (1 page)
Project Drawings (7 pages)
Standard Manatee Conditions (2 pages)

Cc:

Taylor Kroll with WSP at < taylor.kroll@wsp.com >

Enclosure 1

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2010-0290 (NWP-CPC)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 6.E.**

Requested Motion: Motion to approve an Interlocal agreement with the Citrus County Board of County Commissioners for disposal of solid waste for Fiscal Year 2025/2026 beginning October 1, 2025

Summary:
On an annual basis, the City enters into an interlocal agreement with the Citrus County Board of County Commissioners to establish the solid waste disposal rates charged to the City. Per the agreement, the City will utilize the County landfill at the covered secured load, per ton rate of $60.00, roll-off container covered secured load, per ton rate of $60.00 and an uncovered or uncontained waste surcharge consisting of a $10.00 minimum charge plus a per ton rate of $10.00, provided the City disposes all municipal solid waste at the Citrus County landfill collected or contracted to collect within the boundaries of the City of Crystal River. The per ton rate increased by a total of $16.00 from the previous year.

Staff Recommendation:
Motion to approve an Interlocal agreement with the Citrus County Board of County Commissioners for disposal of solid waste for Fiscal Year 2025/2026 beginning October 1, 2025

ATTACHMENTS:
Description
City of Crystal River 2025-26 SW Interlocal Agreement.pdf

INTERLOCAL AGREEMENT
FOR THE DISPOSAL OF SOLID WASTE

This Interlocal Agreement for the disposal of Solid Waste is hereby made and entered into by and between the **CITY OF CRYSTAL RIVER,** a municipal corporation of the State of Florida, whose mailing address is 123 Northwest Highway 19, Crystal River, Florida 34428, hereinafter referred to as "City" and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is engaged in the business of garbage collection within its incorporated limits and through use of its own trucks, forces or alternatively contracts for the collection of solid waste generated within the City and

WHEREAS, City desires to utilize the Landfill and establish a per ton rate with the County for the use of the Landfill, and

WHEREAS, County has no objection to allowing City to utilize the Landfill at the covered secured load, per ton rate of $60.00, roll-off container covered secured load, per ton rate of $60.00 and an uncovered or uncontained waste surcharge consisting of a $10.00 minimum charge plus a per ton rate of $10.00, provided City brings all municipal solid waste to the landfill that it collects or contracts to have collected within the boundaries of the City of Crystal River.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

1. The above presented "Whereas" clauses are true, correct and are incorporated herein by reference.
2. The term "solid waste" as used in this Agreement shall be the same as the term is defined in Chapter 82, Citrus County Code.
3. County does hereby allow all solid waste generated within the City to be disposed of at the Citrus County Class I Sanitary Landfill Facility at the above described rates; the weight to be measured at the County's scales located at the Landfill facility. The tipping fees charged to the City shall be paid to County on a monthly basis and shall become due and payable on the 21st day of each month following the month of service.
4. The term of this Agreement shall be from October 1, 2025, until September 30, 2026. The Agreement may be renewed for subsequent one-year periods by mutual written consent of the parties. Any such renewal must be completed at least thirty (30) days prior to contract or renewal expiration.
5. This agreement shall also allow the residents of the City to dispose of Household Hazardous Waste at the same fee schedule provided to County residents.
6. In the event of breach of this Agreement by either party, both parties hereto shall be entitled to all remedies available to it at law or in equity including the right of specific performance of this Agreement. Any litigation with respect to this Agreement shall be filed in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.
7. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if any to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; extraordinary breakdown of or damage to County's facilities or their equipment; court injunction or order; federal and/or state law

or regulations; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delays given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

8. This agreement shall be binding upon the successors, assigns and legal representatives of the respective parties by transfer or merger.
9. This Agreement includes the entire understanding of the parties and may only be modified by written amendment executed by both parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Interlocal Agreement on this _____day of _____2025.

ATTEST:

_____
Mia Fink, City Clerk

CITY OF CRYSTAL RIVER

By:_____
Joe Meek, Mayor

Date:_____

APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITY OF CRYSTAL RIVER ONLY:

_____
_____, City Attorney

ATTEST:

_____
Traci Perry, Clerk of Court

CITRUS COUNTY, FLORIDA

By:_____
Rebecca Bays, Chairman

Date:_____

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
Denise A. Dymond Lyn, County Attorney

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 6.F.**

Requested Motion: Motion to adopt Resolution No. 25-R-19 to approve a 5.2% Consumer Price Index adjustment to the U.S. Water Services Corporation contract base fee for FY2026.

Summary:

On August 12, 2024, Council approved Amendment 3 extending the U.S. Water contract for an additional five years, from October 1, 2024, to September 30, 2029, with an option for an additional five-year extension. Key changes to the extended contract included maintaining the annual maintenance fee cap at $150,000 as well as establishing a one-time 8.9% increase in annual compensation, with future adjustments based on the Consumer Price Index. CPI calculation is on all urban consumers of water, sewer, and trash collection services based on the previous 12-month median average from May of the prior calendar year up to and including April of the then current calendar year. If the CPI is below 4%, both parties agreed to adjust the contract by 1%, and if the CPI is 4% or greater the annual adjustment will be equal to the CPI. The CPI adjustment shall never be less than zero.

The Bureau of Labor Statistics reported a 5.2% CPI increase for May 2025 for all urban consumers of water, sewer and trash collection services. Applying a 5.2% increase to the FY2025 annual base fee of $1,551,342.96 results in a FY2026 base fee of $1,632,012.80 – an increase of $80,669.84. This anticipated increase has already been included within the FY2026 proposed budget.

Staff Recommendation:
Staff recommends approval of Resolution No. 25-R-19 to approve a 5.2% Consumer Price Index adjustment to the U.S. Water Services Corporation contract base fee for FY2026.

Project Cost:
$1,632,012.80

Funding Source:
401-41536-34004 (W & S Operating - Water Management Company)

Amount Available:
$1,636,410.00 (FY26 Proposed Budget)

ATTACHMENTS:
Description
RES #25-R-19 US Water FY26 CPI Increase 7-14-2025.doc
CoCR USWSC CPI Adjustment FY26 Binder.pdf

RESOLUTION 25-R-19

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, APPROVING ADJUSTING OUR CONTRACT WITH U.S. WATER FOR THE OPERATIONS, MAINTENANCE, AND MANAGEMENT OF THE CITY OF CRYSTAL RIVER'S POTABLE WATER TREAMENT PLANT, WASTEWATER TREATMENT PLANT, LIFT STATIONS AND RELATED DISTRIBUTIONS/COLLECTION LINES SERVICE AGREEMENT TO INCLUDE A 5.2% CONSUMER PRICE INDEX RATE INCREASE FOR THE FISCAL YEAR 2026.

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

WHEREAS, On August 12, 2024, Council approved Amendment 3 extending the U.S. Water contract for an additional five years, from October 1, 2024, to September 30, 2029, with an option for an additional five-year extension. Key changes to the extended contract included maintaining the annual maintenance fee cap at $150,000 as well as establishing a one-time 8.9% increase in annual compensation, with future adjustments based on the Consumer Price Index. CPI calculation is on all urban consumers of water, sewer, and trash collection services based on the previous 12-month median average from May of the prior calendar year up to and including April of the then current calendar year. If the CPI is below 4%, both parties agreed to adjust the contract by 1%, and if the CPI is 4% or greater the annual adjustment will be equal to the CPI. The CPI adjustment shall never be less than zero.

The Bureau of Labor Statistics reported a 5.2% CPI increase for May 2025 for all urban consumers of water, sewer and trash collection services. Applying a 5.2% increase to the FY2025 annual base fee of $1,551,342.96 results in a FY2026 base fee of $1,632,012.80 – an increase of $80,669.84. This anticipated increase has already been included within the FY2026 proposed budget.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 14th day of July 2025 that the sale, trade-in, and financing for the Budget Amendment be made as shown in Exhibit A;

.

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

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2025.

Attest:_____
Mia Fink, City Clerk

By:_____
Joe Meek, Mayor

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

_____
Robert W. Batsel, Jr. City, Attorney

VOTE OF COUNCIL:
Meek _____
Satchell _____
Holmes _____
Ensing _____
Frink _____

U.S. Water Services Corporation

Water and Wastewater Utility Operations, Maintenance, Engineering, Management

June 13, 2025

Troy Slattery
Public Works Director
City of Crystal River
123 NW Hwy. 19
Crystal River, FL 34428

RE: Base Fee Contract Adjustment for FY2026

Dear Mr. Slattery:

Section 16.3 of the contract between U.S. Water Services Corporation and the City of Crystal River provides for annual Consumer Price Index adjustments to the base fee.

The specific language reads "Beginning October 1, 2018 and continuing each year thereafter, the Base Fee shall be adjusted by the amount of the increase in the United States Department of Labor Consumer Price Index (CPI) for "all urban consumers of water, sewer and trash collection services", based upon the previous 12-month median average from May of the prior calendar year up to and including April of the then current calendar year. The parties agree that the maximum increase of the CPI adjustment shall not exceed four percent (4.0%) for any one year during the term of this Agreement. The increase shall never be less than zero."

Amendment No. 1 section 5 reads "Effective October 1, 2019 the calculation for the annual CPI adjustment per Section 16.3 of the Agreement shall be based on the Base Fee which includes the amount paid for the Meter Reader."

Additionally, Amendment No. 3, Section 8, paragraph 2 of the contract expands on the original CPI base fee adjustment.

The specific language reads "The parties agree that the annual adjustment will continue during the term of this Extension and Amendment to Agreement/Renewal which utilizes the May annual Consumer Price Index (CPI/U) for "All urban consumers of water , sewer, and trash collection services", based on the previous 12-month median average from May of the prior calendar year up to and including April of the then current calendar year. The parties agree that if the annual CPI adjustment is less than 4%, then the contract shall be adjusted by 1% plus the actual CPI. If the actual CPI adjustment is 4% or greater, then the annual adjustment will be the actual CPI. The CPI adjustment shall never be less than zero."

The Bureau of Labor Statistics reported a 5.2% CPI increase for May 2025 for "all urban consumers of water, sewer and trash collection services". I have attached the May 2025 BLS CPI News Release for your review.

Applying a 5.2% increase to the FY2025 annual base fee of $1,551,343.00 results in a FY2026 base fee of $1,632,012.84 (resulting in a $80,669.84 increase).

4939 Cross Bayou Blvd. ≈ New Port Richey ≈ Florida 34652
Ph: 727-848-8292 ≈ Fax: 727-848-7701 ≈ Toll Free: 866-753-8292

Sincerely,



Jeff Hines
Operations Manager

Enclosures: 1

Table 2. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, May 2025 — Continued

[1982-84=100, unless otherwise noted]

Expenditure category	Relative importance Apr. 2025	Unadjusted percent change		Seasonally adjusted percent change		
		May 2024-May 2025	Apr. 2025-May 2025	Feb. 2025-Mar. 2025	Mar. 2025-Apr. 2025	Apr. 2025-May 2025
Owners' equivalent rent of primary residence[13]	24.973	4.1	0.3	0.4	0.4	0.3
Tenants' and household insurance[1, 2]	0.411	2.9	0.8	-0.3	0.3	0.8
Water and sewer and trash collection services[2]	1.085	5.2	0.2	0.2	0.3	0.2
Water and sewerage maintenance[1]	0.741	4.8	0.1	0.3	0.3	0.1
Garbage and trash collection[1, 10]	0.344	6.1	0.5	0.0	0.2	0.5
Household operations[1, 2]						
Domestic services[1, 2]						
Gardening and lawncare services[1, 2]	0.347					
Moving, storage, freight expense[2]	0.124	3.8	2.8	0.3	-0.8	1.2
Repair of household items[1, 2]						
Medical care services	6.741	3.0	0.1	0.5	0.5	0.2
Professional services	3.665	2.4	0.0	0.2	0.4	0.0
Physicians' services[1]	1.814	2.9	-0.3	0.3	0.3	-0.3
Dental services	0.927	1.3	0.2	0.3	0.5	-0.2
Eyeglasses and eye care[1, 6]	0.330	3.3	0.3	0.0	-0.4	0.3
Services by other medical professionals[1, 6]	0.594	2.4	0.1	-0.2	0.6	0.1
Hospital and related services[1]	2.281	3.9	0.4	1.3	0.5	0.4
Hospital services[1, 14]	1.954	3.6	0.4	1.1	0.6	0.4
Inpatient hospital services[1, 3, 14]		3.8	-0.1	2.0	0.4	-0.1
Outpatient hospital services[1, 3, 6]		3.2	0.8	0.7	0.7	0.8
Nursing homes and adult day services[14]	0.166	4.9	0.7	0.7	0.3	1.1
Care of invalids and elderly at home[1, 5]	0.162	7.1		4.9		
Health insurance[1, 5]	0.794	2.9	0.2	0.4	0.4	0.2
Transportation services	6.288	2.8	0.4	-1.4	0.1	-0.2
Leased cars and trucks[1, 11]	0.390	-3.7	-0.1			-0.1
Car and truck rental[2]	0.134	1.3	2.8	-2.7	4.3	2.7
Motor vehicle maintenance and repair[1]	1.026	5.1	-0.1	0.8	0.7	-0.1
Motor vehicle body work[1]	0.053	3.3		1.2		
Motor vehicle maintenance and servicing[1]	0.506	3.6	-0.2	0.2	0.2	-0.2
Motor vehicle repair[1, 2]	0.405	7.4	-0.1	1.6	1.2	-0.1
Motor vehicle insurance	2.827	7.0	0.3	-0.8	0.6	0.7
Motor vehicle fees[1, 2]	0.498	1.5	0.2	-0.5	0.1	0.2
State motor vehicle registration and license fees[1, 2]	0.281	2.0	0.0	0.1	0.3	0.0
Parking and other fees[1, 2]	0.204	1.2	0.5	-1.3	-0.1	0.5
Parking fees and tolls[2, 3]		2.7	0.1	0.5	1.5	-0.4
Public transportation	1.413	-5.4	1.2	-4.2	-1.8	-2.5
Airline fares	0.880	-7.3	1.8	-5.3	-2.8	-2.7
Other intercity transportation	0.211	1.8	2.2	1.8	0.2	2.2
Ship fare[1, 2, 3]		-1.8	0.9	-0.5	-0.8	0.9
Intracity transportation[1]	0.319	-0.4	-1.4	0.5	-0.2	-1.4
Intracity mass transit[1, 3, 8]		2.2	0.0	0.1	-0.1	0.0
Recreation services[8]	3.473	3.7	-0.2	0.1	-0.3	-0.1
Video and audio services[8]	0.817	2.4	0.2	-0.7	-0.6	0.5
Cable, satellite, and live streaming television service[10]	0.658	2.0	0.3	-0.9	-0.4	0.6
Purchase, subscription, and rental of video[1, 2]	0.158	4.4	-0.1	0.0	-1.5	-0.1
Video discs and other media[1, 2, 3]		0.2	-0.8	-1.9	-1.2	-0.8
Subscription and rental of video and video games[1, 2, 3]		14.3	0.8	3.2	-0.7	0.8
Pet services including veterinary[2]	0.536	4.9	0.6	-0.2	0.0	0.8
Pet services[2, 3]		4.9	1.1	-0.5	1.1	1.3
Veterinarian services[1, 2, 3]		5.6	0.5	0.5	0.2	0.5
Photographers and photo processing[1, 2]	0.055	-0.2		-1.0		

See footnotes at end of table.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 7.A.**

Requested Motion:

Consideration of Ordinance 25-O-06 (Application No. PCA25-0001) for an amendment of the Future Land Use Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on Second Reading, and conduct a public hearing on July 14, 2025, at 5:30 p.m. This item was continued from the June 9, 2025, City Council Meeting and is associated with the next item.

Summary:
These applications are brought forward by RIF 304, LLC for a small-scale comprehensive plan amendment of the Future Land Use Map (FLUM). The property area under consideration comprises 7.44 acres, which is a portion of 77 and 61 South Suncoast Blvd. This FLUM amendment proposes to change the future land use designation from Conservation to Urban Center.
The applicant wishes to redesignate the land use and zoning for a portion of the parcels for future retail development. There is no development plan proposed with this request.
At its May 1, 2025, meeting, the Planning Commission recommended approval. Motion carried by a 6-1 vote.
At its June 9, 2025, meeting, the City Council voted to continue this item to the next City Council meeting on July 14, 2025, by a 4-0 vote.

Staff Recommendation:

Conduct a public hearing for Ordinance 25-O-07, and if approved, authorize the mayor to execute the Ordinance.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:
Description
Revised Staff Report

PowerPoint
25-O-06
Application

CITY OF CRYSTAL RIVER

STAFF REPORT

Growth Management Department

PLANNING COMMISSION	May 1, 2025
CITY COUNCIL INTRODUCTION	May 27, 2025
CITY COUNCIL FINAL READING	June 9, 2025 (continued to July 14, 2025)
UPDATES TO THIS STAFF REPORT HAVE BEEN MADE IN RED AND UNDERLINED.	

JOINT APPLICATION NO. PCA25-0001/PZM25-0001 **RIF 304, LLC – Future Land Use and Zoning Amendment**		
PROPOSED AMENDMENTS:	**COMPREHENSIVE PLAN**	Small-Scale Comprehensive Plan Amendment to the Future Land Use Map to change 7.44 acres +/- from Conservation to Urban Center
	ZONING MAP	Amendment to the Official Zoning Map to change 7.44 acres +/- from Conservation to Urban Center 1
SUBJECT PROPERTY:	A portion of Section 34, Township 18S, Range 17E and Section 3, Township 19S, Range 17E; specifically, a portion of Parcel ID 17E18S34 22200 (Altkey: 1102138) and a portion of Parcel ID 17E19S03 10000 (Altkey: 1113512); addressed as a portion of 77 South Suncoast Blvd and 61 South Suncoast Blvd, Crystal River. A complete legal description of the property is on file with the Growth Management Department.	
PROPERTY OWNER:	RIF 304, LLC	
LAST OCCUPANT:	Vacant	
ACREAGE:	The portion included with this application is approximately 7.44 acres	
FLOOD ZONE:	According to the FEMA Flood Insurance Rate Map (FIRM), the subject property is in Flood Zone AE with a Base Flood Elevation (BFE) of 10.00 feet, as found on FIRM Panel Number 12017C0302E. (Effective date: January 15, 2021).	
SURROUNDING AREA:	**North** – National Guard Armory & Crystal River Airport, Special Districts Future Land Use and Institutional/Utilities Zone. **South** – Vacant land, Urban Center and Conservation Future Land Use and Conservation and Urban Center 1 Zone. **East** – Vacant land, Conservation and Urban Center Future Land Use and Conservation and Urban Center 1 Zone. **West** – Across South Suncoast Blvd - Home Depot, Urban Center Future Land Use and Urban Center 1 Zone,	
PREPARED BY:	Carly Hanson and Heather Lacey, Growth Management Department	

BACKGROUND INFORMATION:

These applications are brought forward by RIF 304, LLC to amend the Future Land Use Category and Zoning District for a 7.44 acre +/- portion of two (2) vacant parcels located near the southeastern corner of South Suncoast Blvd (also known as US Highway 19) and West Venable Street. The applicant wishes to redesignate

the land use and zoning for a portion of the parcels for future retail development. No development plan is proposed as part of this request.

ANALYSIS:

This is a joint application to amend the Future Land Use Map (FLUM) and Official Zoning Map for the City of Crystal River. The analysis for the proposed amendments provides for the legal status of the Comprehensive Plan and Future Land Use Map, and that the land development regulations and proposed Zoning Map Amendment are consistent with and implement the adopted Comprehensive Plan.

Comprehensive Plan – Future Land Use Map Amendment – The proposed FLUM amendment will change the future land use designation from Conservation to Urban Center. The following comparison table is provided:

Comprehensive Plan FLUM Category:	From Existing: Conservation	To Proposed: Urban Center
Category Description:	Land owned by local, federal, state, or regional entities for the protection and conservation of sensitive land, water, and other natural resources.	Traditional activity centers used as residential, retail, professional offices, financial institutions, lodging, restaurants, and other retail uses.
Maximum Density:	It may be developed at a density of 1 unit per 2 acres, or not to exceed one dwelling unit per lot, parcel, or tract of record as of the date of adoption of the Plan.	16 units per acre
Maximum Intensity*:	0.25 FAR*	3.0 FAR
Maximum Impervious Surface:	Not to Exceed 10%	Not to Exceed 90%

FAR – Floor-to-Area Ratio

*Intensity is limited to structures that are ancillary and serve a park, public amenity, open space, or similar. Examples include restrooms, visitor centers, or educational buildings.

Source: Crystal River Comprehensive Plan, Future Land Use Element

The proposed Future Land Use Amendment would result in an increase in allowable density, intensity, and impervious surface, while allowing the subject portions of the property to be used for commercial and more dense residential uses.

Zoning Map Amendment – The proposed Zoning Map Amendment will change the Zoning from Conservation to Urban Center 1. The following comparison table is provided:

Zoning District:	From Existing: Conservation	To Proposed: Urban Center 1
Allowable Uses:	Protection and/or preservation of natural resources, recreation, and limited residential use	Various residential, institutional, retail, service, office, amusement uses and conditional light industrial uses
Max Density:	N/A	16 units per acre
Max Lot Coverage:	10%	90%
Max FAR:	0.25	3.0
Max Height:	N/A	65’ Top Plate

Zoning District:	From Existing: Conservation	To Proposed: Urban Center 1
		75’ To Ridge

FAR – Floor to Area Ratio
Source: Crystal River Community Development Code (Ord. No. 24-O-14)

The proposed Urban Center 1 Zoning District shall be used to implement the proposed Urban Center Land Use Category. The proposed Zoning District will increase the allowable density, increase the allowable impervious lot coverage, increase the maximum floor area ratio, and increase the maximum developable height for a portion of the parcel while allowing the subject portions of the property to be used for commercial and residential uses.

INFRASTRUCTURE:

Transportation (Ingress/Egress) – The subject property is located on South Suncoast Blvd, a state-maintained 4-lane Principal Arterial-Other URBAN roadway. Future driveway connections will require a Florida Department of Transportation right-of-way utilization permit.

Water – The City currently has an adequate water supply to serve future development. Extension of utility lines constructed within the public roadway will require right-of-way utilization permits from the City of Crystal River.

Sewer – The City currently has adequate sewer capacity to serve future development. Extension of utility lines constructed within the public roadway will require right-of-way utilization permits from the City of Crystal River. This development has a Sewer Line Extension, Capacity Reservation, and Service Agreement (signed October 14, 2008) between the City of Crystal River and RealtiCorp (the owner of the property at the time) with one (1) Amendment, which confirmed RealtiCorp paid the City to reserve 300 ERUs for the development. Additionally, RealtiCorp has 400 ERUs contracted and agrees to pay for certain downstream improvements to the City’s existing sewer system backbone related to the amount of future ERUs actually used. This agreement will be reevaluated prior to development.

Stormwater Management – Stormwater management requirements must be approved as established by the Southwest Florida Water Management District (SWFWMD) for any intended commercial project. All stormwater treatment systems shall meet the latest SWFWMD and State standards for water quality and peak discharge. This requires that the rate of post-development runoff conditions shall not exceed pre-development runoff conditions.

ENVIRONMENTAL FACTORS:

According to the FEMA Flood Insurance Rate Map, elevation contours vary from 3 to 8 feet above mean sea level (MSL). Development will be required to meet FEMA requirements.

The subject property included in this application is currently designated as Conservation with the map designations mirroring the National Wetlands Inventory areas with the potential for wetlands. Based on a Wetland Permitting Summarization Memorandum dated December 19, 2024, by Kimley-Horn and Associates, Inc., “a portion of wetlands historically connected to Wetland 6 was permitted for impact under a Citrus County wetland impact permit.” This area, the subject property included in this application, was approved for 7.27 acres of impact under ERP Permit: 4276.019 (Application: 718881) and completed on July 12, 2021. The purpose of this application was to remove trees for the north / south runway clear zone for the Crystal River Airport. Although the surrounding property not included in this application remains wetland, the Conservation designation appears to be inconsistent for the portion of the subject properties included with this application. Permitting through the proper agencies will be required as necessary at the time of development.

CRYSTAL RIVER AIRPORT:

On May 27, 2025, Mr. Steve Howard, on behalf of the Citrus County Board of County Commissioners, requested that the Crystal River City Council temporarily postpone further action on this item to allow for Citrus County to review the application and provide comment. Their primary concern was potential impacts to airport operations and how "Development near an active general aviation facility may also present compatibility challenges for prospective land uses."

Consistent with this request, the City Council voted on June 9, 2025, to continue the two (2) items related to this application to the July 14, 2025, City Council meeting, allowing staff, the applicant, and Citrus County to discuss these issues.

When considering airport compatibility, factors such as noise, airspace obstructions, wildlife hazards, and runway protection zones, along with other potential impacts, should be evaluated. *Florida Statutes,* §163.3164(9), provides the following definition of compatibility: "Compatibility means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The City of Crystal River Comprehensive Plan Future Land Use Element Goal 3; Objective 3.1; Policy G directs the City to work with Citrus County, through an interlocal agreement, to coordinate compatibility of land uses adjacent to the County owned Crystal River Airport as it pertains to development construction which has the potential to create an airport/airspace obstruction or hazard.

Although this interlocal agreement is not in effect and the City has not adopted airport protection zoning requirements, the City still maintains a responsibility to evaluate potential compatibility concerns and ensure that all development, at the time of building permitting, receives the proper approvals from the Florida Department of Transportation (FDOT) and the Federal Aviation Administration (FAA). However, after meeting with Citrus County, the City was made aware that FDOT and FAA reviews and approvals may not provide adequate protection for the airport's operations. It is the County's understanding that FDOT and FAA may approve developments while instructing the Crystal River Airport to limit or stop use of conflicting runways.

This is of concern because the subject property falls within the runway protection zone for the Crystal River Airport's north-to-south runway, 18/36. From the FAA, "Runway protection zones are a trapezoidal area "off the end of the runway that serves to enhance the protection of people and property on the ground" in the event an aircraft lands or crashes beyond the runway end." Further, when considering compatible land uses for the RPZ, the FAA explains, "Compatible land use within the RPZ is generally restricted to such land uses as agricultural, golf course, and similar uses that do not involve congregations of people or construction of buildings or other improvements that may be obstructions."[1]

The City of Crystal River's current Conservation Zoning District for the subject property does not have any allowable uses and does not have any development standards. When privately held, as in this case, conservation lands may be developed at a density of one dwelling unit per two acres, not to exceed one dwelling unit per parcel as of the adoption of the City's Comprehensive Plan.

The proposed Urban Center 1 Zone would allow for up to a 75-foot height as measured from the finished floor to the building ridge. When considering the maximum development potential and the allowable uses of the Urban Center 1 Zone, the approval of this application could allow for development within the runway protection zone, which may create obstructions to the RPZ and/or congregation opportunities.

If this application were approved, the applicant would be required to provide FDOT and FAA approval at the time of building permit. However, as provided above, these approvals may not adequately protect operations of the airport. Because the applicant has not provided a development plan or confirmation from FDOT or the

[1] https://www.hud.gov/sites/documents/airportdivision.pdf

FAA that the proposed development will not negatively impact the Crystal River Airport's operation, this application has the potential to create incompatibility with the surrounding uses.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The request for FLUM Amendment and Rezoning must be found consistent with the Goals, Objectives, and Policies of the Crystal River Comprehensive Plan, including the following:

Future Land Use Element:

***GOAL 1**: Ensure coordination and compatibility of existing and future land use patterns with topography, soil conditions, and the timing and availability of public facilities and services.*

***OBJECTIVE 1.1**: City of Crystal River shall discourage the proliferation of urban sprawl through coordination of future land use with the availability of services as adopted levels of service and with the topography and soil conditions of the area.*

POLICIES:

***A**) All public facilities and services must meet the level of service (LOS) standards adopted in this plan concurrent with the impacts of development.*

***B**) Building permits or development orders will not be issued for new development where public facilities and services are not available at the level of service standards established in this plan.*

***C**) Zoning designations and other land development regulations shall direct development to areas where public facilities are available.*

Staff Comment: The proposed amendments for the subject property are comparable to the surrounding City Land Use and Zoning Designations and are compatible with the existing land use patterns and development potential for the area. Adequate public facilities are currently available to serve the subject area.

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

***OBJECTIVE 2.1** Provide for reasonable use of property while protecting, conserving, and maintaining the natural resources and systems identified in this and other elements of this Plan.*

POLICIES:

B) Land use in wetlands will be limited to recreation, preservation or conservation, and low density residential development.

C) The City will continue to implement regulations for the protection of trees and environmentally sensitive lands consistent with policies in the Conservation Element.

E) Land development regulations shall continue to be implemented which ensure the compatibility of the proposed use with adjacent uses; regulations shall include provisions designed to mitigate incompatibility, such as setbacks, landscaping buffers, building type and/or orientation, scale, parking lot landscaping, or driveway location.

H) The City will encourage the preservation of land areas which exhibit significant environmental, cultural, or historical characteristics through regulations that may include the Transfer of Development Rights (TDR) procedure, conservation subdivision regulations, clustering, land purchase arrangements, or other innovative methods for development.

Staff Comment: Based on information provided by Kimley Horn and the applicant, the portion of this site included with this application has previously been permitted for wetland impacts and mitigation by Citrus

County for the purpose of clearing trees for the airport's runway protection zone. While the City will continue to implement regulations for the protection of trees and environmentally sensitive lands consistent with the Comprehensive Plan, Community Development Code, and other state and regional agencies, the property could be amended to a Commercial designation without concerns of incompatibility with the proposed and surrounding adjacent uses. This development will be required to meet all requirements of the Community Development Code at the time of development order.

***GOAL 3**: Crystal River will promote and maintain the character of the community through consistent land use.*

***OBJECTIVE 3.1** The City shall preserve, protect and improve the character of the City through the implementation of compatibility standards and the consideration of innovative development standards that may include transfer of development rights, planned unit developments, form-based regulations, conservation subdivisions, or other regulations that encourage mixed use and clustered development patterns.*

POLICIES:

G) The City, through an interlocal agreement, shall coordinate with Citrus County on the compatibility of land uses adjacent to the County owned Crystal River Airport as it pertains to development construction which has the potential to create an airport/airspace obstruction or hazard.

Staff Comment: Although the City and County do not have an interlocal agreement, the intent of this policy is to ensure potential development is compatible with the Crystal River Airport. Because the applicant has not provided a development plan or confirmation from FDOT or the FAA that the proposed development will not negatively impact the Crystal River Airport's operation, this application has the potential to create incompatibility with the surrounding uses as the maximum development potential of the Urban Center 1 Zone may allow for heights within the runway protection area and uses that allow for the congregation of people.

Conservation Element:

***GOAL 1:** Crystal River will ensure that development does not endanger important natural resources.*

***OBJECTIVE 1.3:** The City shall protect and conserve the natural functions of rivers, bays, wetlands, estuarine and marina habitats, in order to assure the protection of fisheries, native flora and fauna and associated habitat, and especially species designated as endangered, threatened or species of special concern under the Endangered Species Act of 1973, as amended, or the Florida Endangered Species Act of 1977, as amended. This objective is implemented through the following policies:*

POLICIES:

A) The City shall undertake the following actions in order to protect and preserve the natural functions and water quality of the rivers, bay, and associated wetlands at least to the level of quality present in 1989:

2. Continue to enforce wetland protection regulations which define wetlands consistent with SWFWMD and which are sufficient to assure the continuing natural functions of wetlands. The ordinance should implement the following wetland policies of the City.

b. The City shall require identification of wetlands on any proposed development site prior to issuance of any development approval for a DRI, FQD, subdivision plat, or site plan.

d. New large scale commercial, highway commercial, or industrial development which occurs adjacent to Category I wetlands shall demonstrate that no significant adverse impact to the wetland will result, or that

adequate mitigation/compensation will be provided to protect function and replace type for type, where such mitigation is allowable pursuant to this comprehensive plan.

B) The City shall protect environmentally sensitive lands and species which depend upon those lands. The City defines environmentally sensitive lands as wetlands (shown on Map C-1), coastal high hazard areas, and those lands used by endangered, threatened or species of special concern. In order to implement this objective, the City shall:

1. Maintain regulations to conserve, protect, and appropriately use environmentally sensitive lands as part of the City's land development regulations. The regulations shall apply to all land designated for Conservation on the Future Land Use Map, all wetlands, all undisturbed properties in the coastal high hazard area, and all other lands used by endangered, threatened or species of special concern. The regulations shall require field verification of wetlands with wetland boundaries based on vegetation, soils, hydrology, or some shall require completion and consistent with SWFWMD criteria. The regulations shall require completion of a survey of potential endangered, threatened or species of special concern by competent professionals as part of the development application process. The regulations shall require a determination by the City if there exists evidence of use by endangered, threatened, or species or special concerns for all undisturbed lands on which development orders are requested. For lands determined to be environmentally sensitive the regulations shall establish the maximum amount of bush-hogging, clearing and removal or trees, plants, and shrubs in sensitive areas and shall allow only that development consistent with maintaining the natural functions of these lands. [9J-5.013(3)(b)]

Staff Comment: As provided above, the portion of this site included with this application has previously been permitted for wetland impacts and mitigation by Citrus County for the purpose of clearing trees for the airport's runway protection zone. Any wetlands or other environmentally sensitive lands found during development order will be required to meet all City, regional, and state requirements.

SUMMARY OF PUBLIC COMMENTS:

~~Public comments have not been received as of the writing of this Staff Report.~~ Staff received one letter of public comment from Steve Howard on behalf of the Citrus County Board of County Commissioners requesting that this item be continued to allow for coordination between the City, the applicant, and the County regarding potential compatibility concerns with the Crystal River Airport.

FINDINGS:

As conveyed in Section 8(u)(4)(a) – (b) of the Crystal River Zoning Ordinance, the Planning Commission shall act as the Local Planning Agency and make recommendations to the City Council regarding amendment of its adopted Comprehensive Plan and shall hear, consider, and make recommendations to the City Council regarding applications to amend the Official Zoning Map.

The following findings of fact are presented:

1. The request is a Small-Scale Amendment of the Comprehensive Plan for a 7.44 acre +/- portion of two (2) parcels to change the Future Land Use Map's designation from Conservation to Urban Center.
2. The request is an amendment of the City of Crystal River Official Zoning Map for a 7.44-acre +/- portion of two (2) parcels to change from the Conservation Zone to the Urban Center 1 Zone.
3. Access to the subject property is supported by a state-maintained 4-lane Principal Arterial-Other URBAN roadway, South Suncoast Boulevard.
4. Adequate City public facilities are currently available to serve the subject area.

5. The request is found to be specifically consistent with Future Land Use Element Goal 1, Objective 1.1, Policies A, B, and C, Goal 2, Objective 2.1, Policies B, C, E, and H, and Conservation Element Goal 1 and the Policies of Objective 1.3.
6. The request is found to be inconsistent with the intent of Future Land Use Element Goal 3; Objective 3.1; Policy G.
7. The wetlands previously located on the subject property included in this application have been permitted for impact and mitigation through an Environmental Resource Permit issued by the Southwest Florida Water Management District under Permit Number 4276.019 for impacts and Permit Number 31543.030 for mitigation.
8. All other standards of the Crystal River Community Development Code will be applicable at the time of development order.

STAFF RECOMMENDATION:

~~Approval of the Small-Scale Comprehensive Plan Amendment and the amendment to the Official Zoning Map as presented herein. The proposed amendment is consistent with the Crystal River Comprehensive Plan.~~

Staff recommends denial of the Small-Scale Comprehensive Plan Amendment and the amendment to the Official Zoning Map as presented herein. The proposed amendment has the potential to be incompatible with the surrounding development.

PLANNING COMMISSION ACTION:

As conveyed in Section 8(u)(4)(a) – (b) of the Crystal River Zoning Ordinance, the Planning Commission shall recommend to the City Council that the application(s) be approved or denied.

1. PCA25-0001 Future Land Use Map Amendment
2. PZM25-0001 Zoning Amendment

ATTACHMENTS:

1. Staff PowerPoint Presentation
2. Draft Ordinances
3. Application

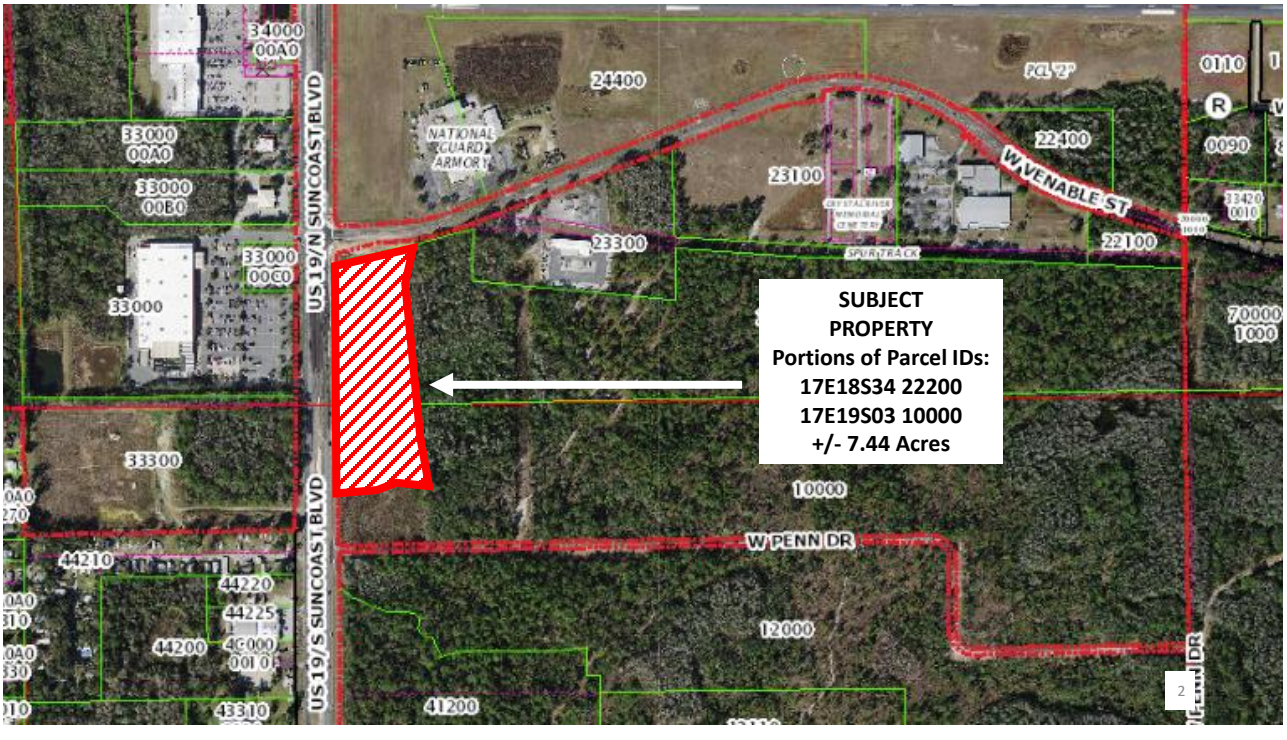
PCA25-0001 Future Land Use Amendment

PZM25-0001 Zoning Map Amendment

RIF 304, LLC

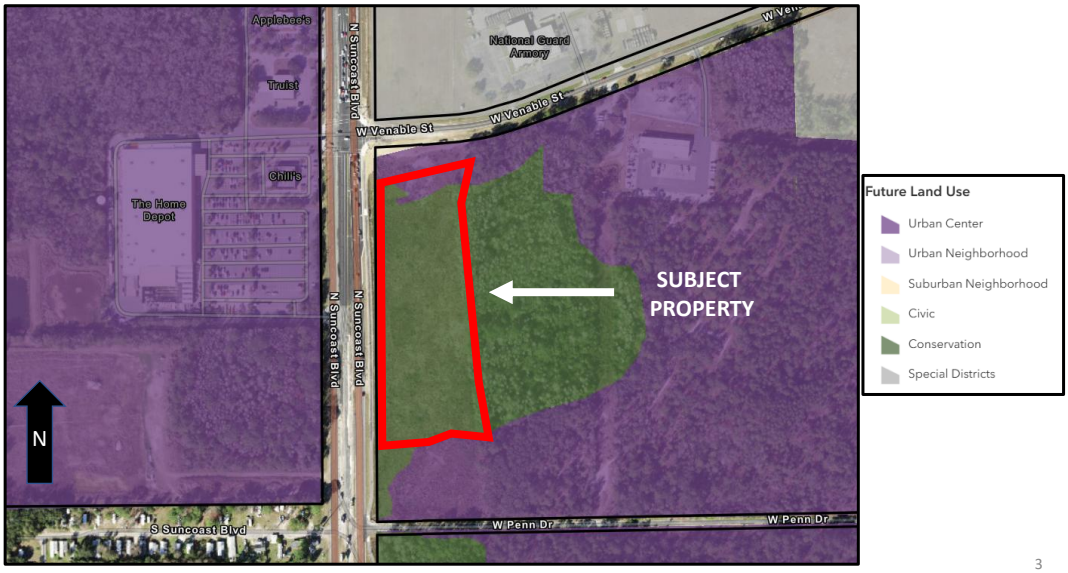
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1



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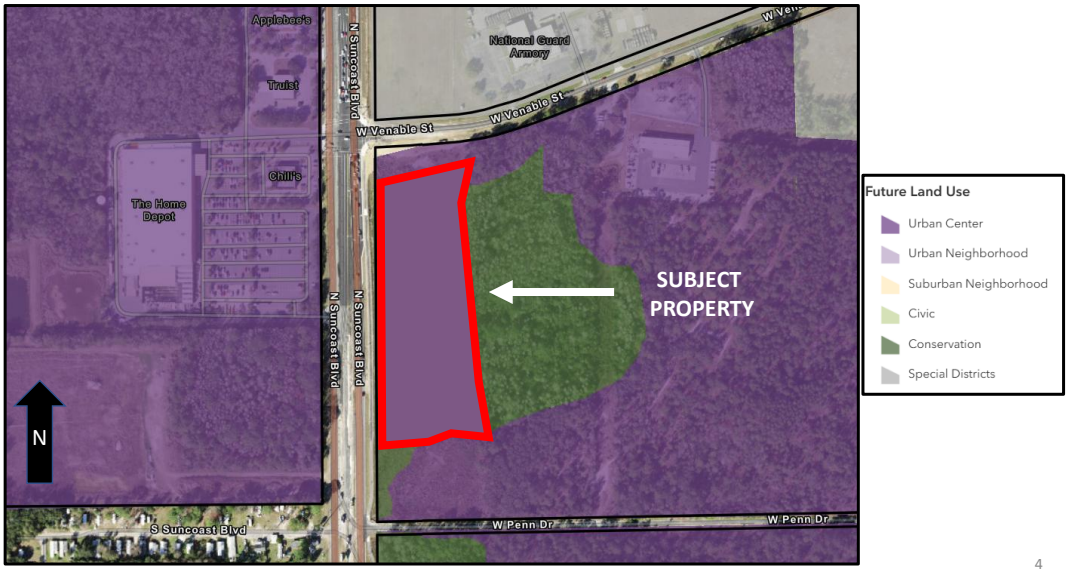
Crystal River Future Land Use Map Amendment
Existing Land Use Category
from Conservation



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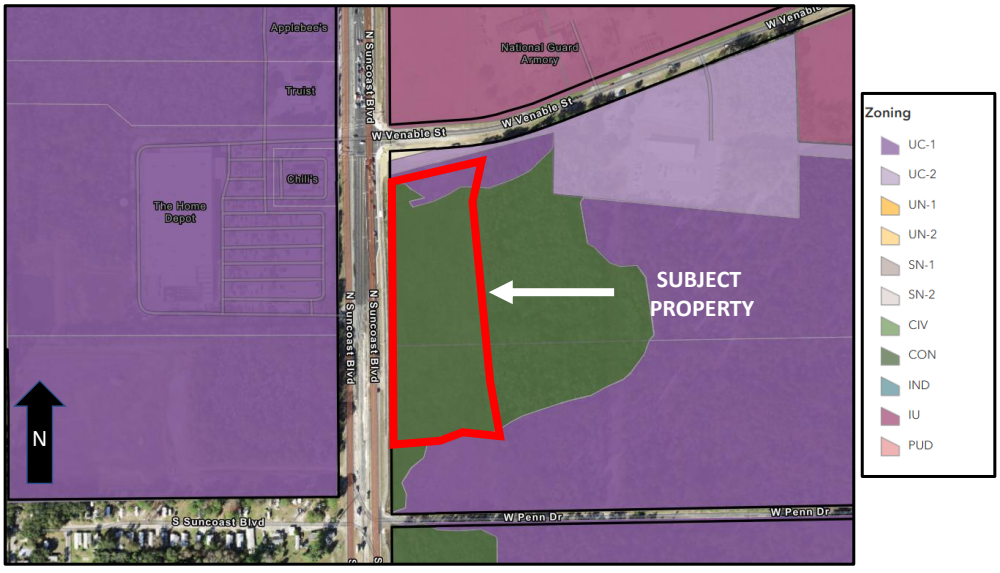
Crystal River Future Land Use Map Amendment
Proposed Land Use Category
to Urban Center



4

4

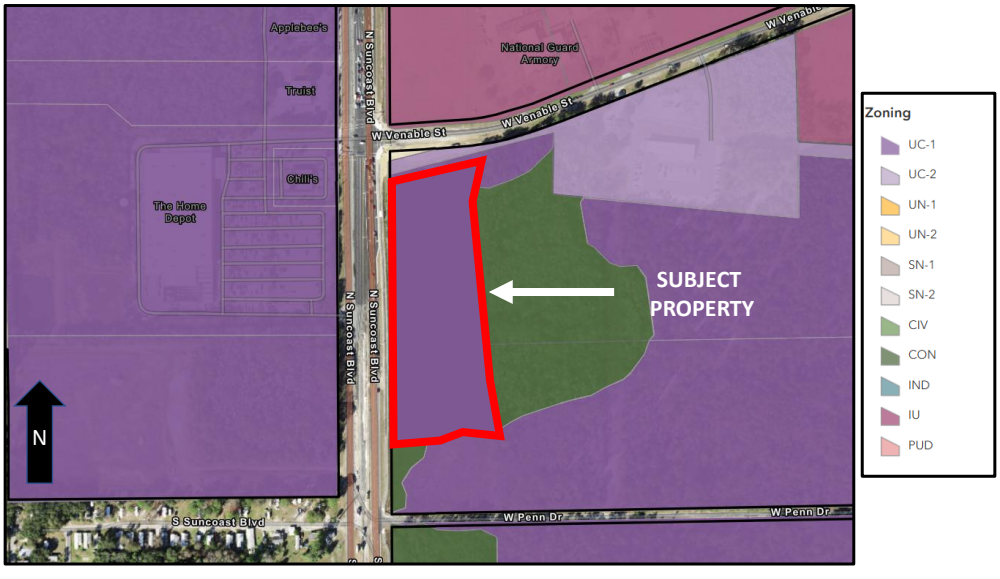
Crystal River Zoning Map Amendment
Existing Zoning District
from Conservation



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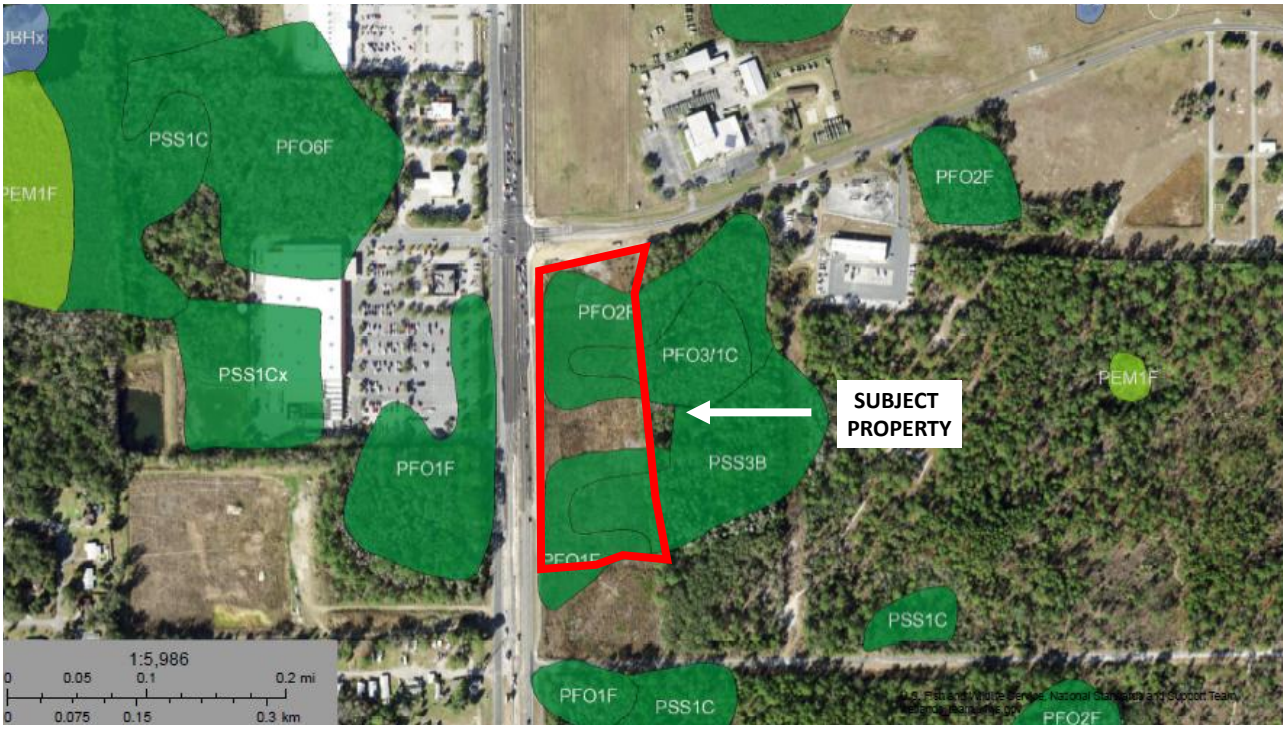
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Crystal River Zoning Map Amendment
Proposed Zoning District
to Urban Center 1

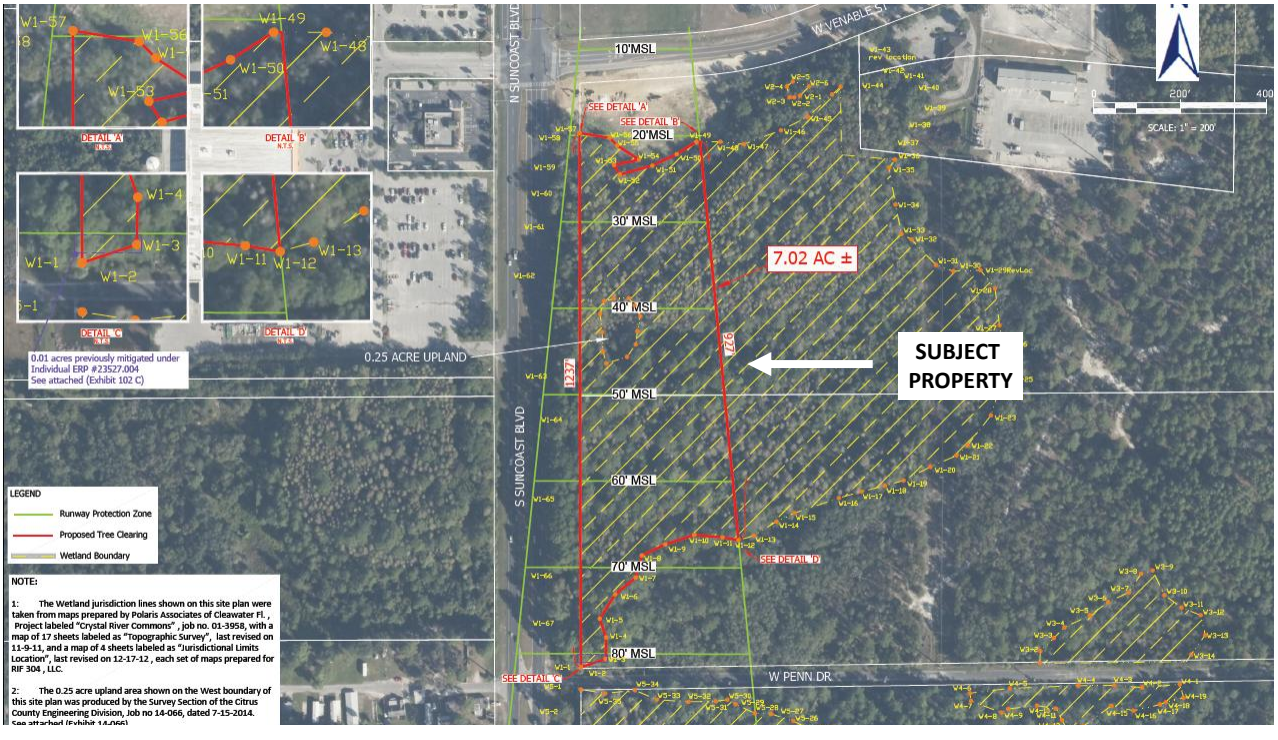


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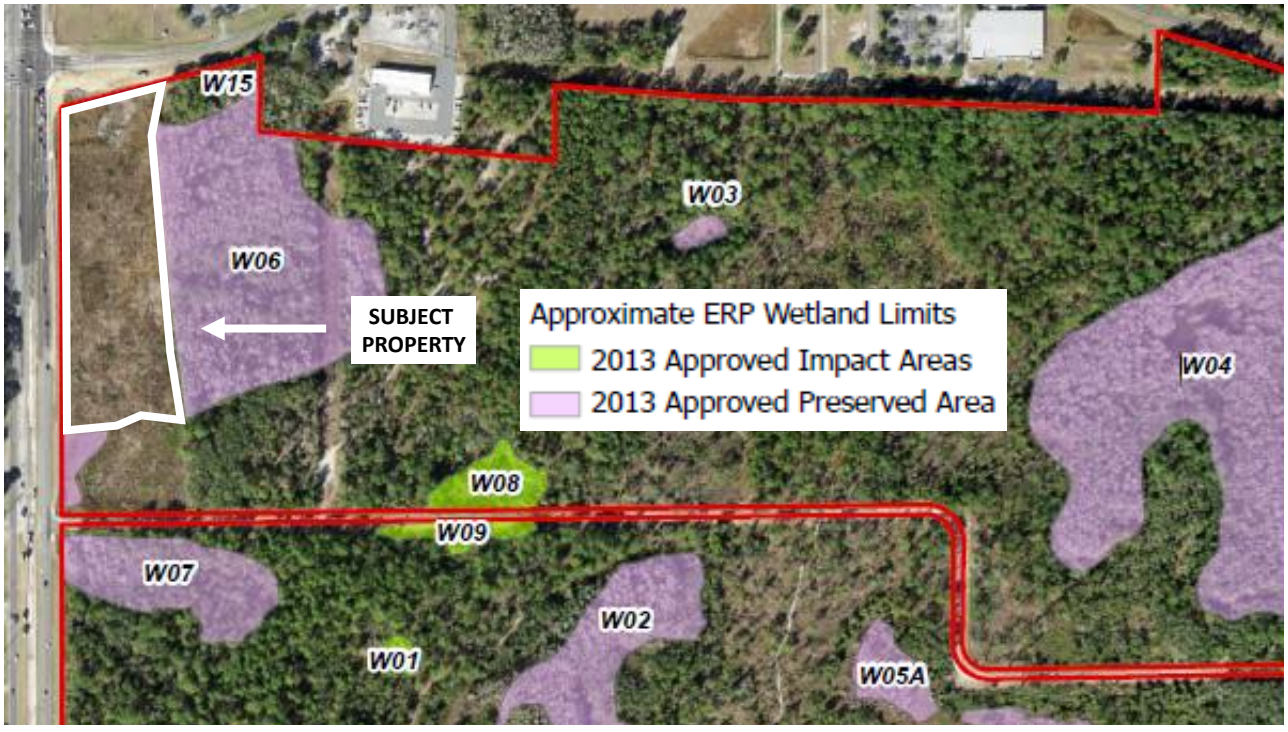
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PSS1C
PFO6F
PEM1F
PSS1Cx
PFO1F
PFO2F
PFO2F
PFO3/1C
PSS3B
PEM1F
SUBJECT PROPERTY
PSS1C
PFO1F
PSS1C
PFO2F
1:5,986
0 0.05 0.1 0.2 mi
0 0.075 0.15 0.3 km

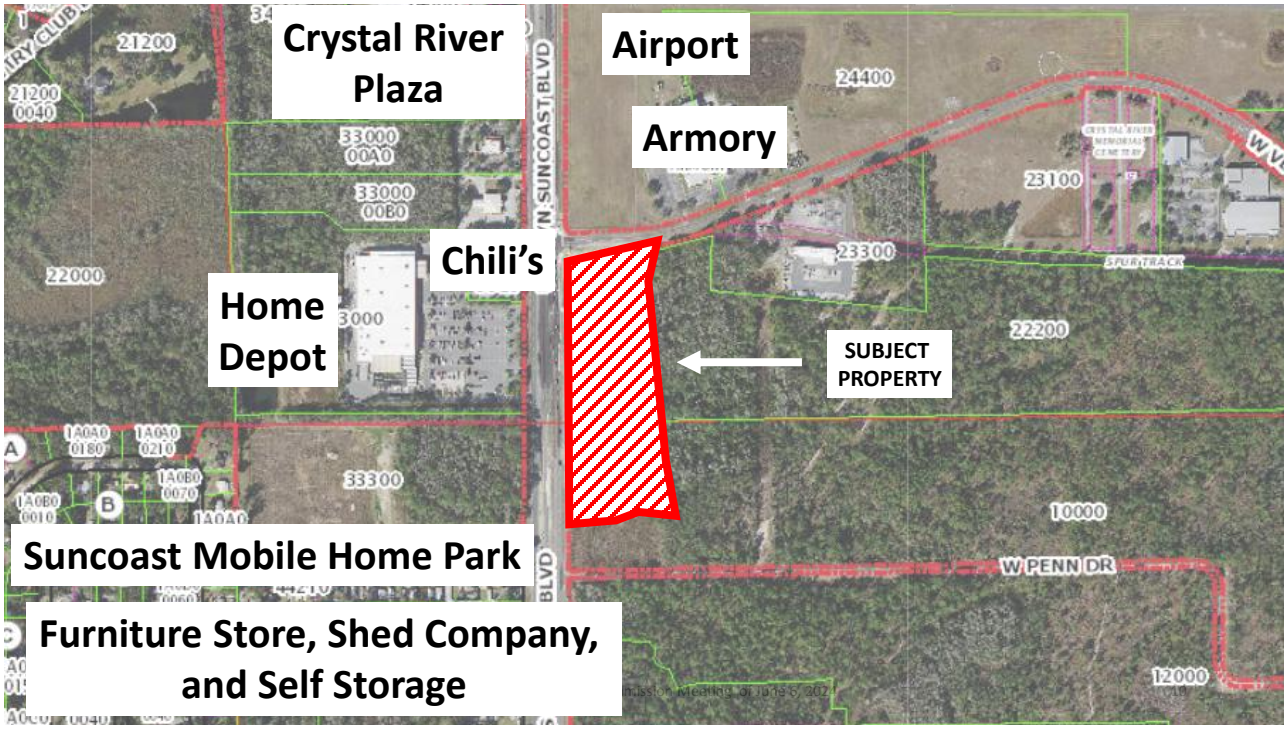
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W1-57
W1-56
W1-49
W1-48
W1-50
W1-53
W1-4
W1-3
W1-1
W1-2
W1-11
W1-12
W1-13
DETAIL 'A'
DETAIL 'B'
DETAIL 'C'
DETAIL 'D'
0.01 acres previously mitigated under Individual ERP #23527.004 See attached (Exhibit 102 C)
0.25 ACRE UPLAND
N SUNCOAST BLVD
S SUNCOAST BLVD
W VENABLE ST
W PENN DR
10'MSL
20'MSL
30' MSL
40' MSL
50' MSL
60' MSL
70' MSL
80' MSL
7.02 AC ±
SUBJECT PROPERTY
SEE DETAIL 'A'
SEE DETAIL 'B'
SEE DETAIL 'C'
SEE DETAIL 'D'
SCALE: 1" = 200'
LEGEND
Runway Protection Zone
Proposed Tree Clearing
Wetland Boundary
NOTE:
1: The Wetland jurisdiction lines shown on this site plan were taken from maps prepared by Polaris Associates of Cleawater Fl. , Project labeled "Crystal River Commons" , job no. 01-3958, with a map of 17 sheets labeled as "Topographic Survey", last revised on 11-9-11, and a map of 4 sheets labeled as "Jurisdictional Limits Location", last revised on 12-17-12 , each set of maps prepared for RIF 304 , LLC.
2: The 0.25 acre upland area shown on the West boundary of this site plan was produced by the Survey Section of the Citrus County Engineering Division, Job no 14-066, dated 7-15-2014.

8


W15
W03
W06
SUBJECT PROPERTY
Approximate ERP Wetland Limits
2013 Approved Impact Areas
2013 Approved Preserved Area
W04
W08
W09
W07
W02
W01
W05A

9


Crystal River Plaza
Airport
Armory
Chili's
Home Depot
SUBJECT PROPERTY
Suncoast Mobile Home Park
Furniture Store, Shed Company, and Self Storage
N SUNCOAST BLVD
W PENN DR
SPUR TRACK
21200
24400
23100
23300
22000
22200
33300
10000
12000

10



Subject Property was posted on April 15, 2025

11



Subject Property in 2023

12


From the Subject Site Looking Northwest

13


From the Subject Site Looking South

14

QUESTIONS?

PCA25-0001 Future Land Use Amendment

PZM25-0001 Zoning Map Amendment

RIF 304, LLC

15

ORDINANCE NO. 25-O-06

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Crystal River, Florida recognizes the need to plan for orderly growth and development; and

WHEREAS the City Council of the City of Crystal River, Florida adopted the Crystal River Comprehensive Plan, Ordinance No. 11-O-06 on September 12, 2011, and subsequent amendments, and

WHEREAS a small-scale amendment may be adopted only under the conditions set forth in Chapter 163, Florida Statutes, and other provisions of State and local law; and

WHEREAS the proposed small-scale amendment was advertised as required by the Florida Statutes and the Crystal River Community Development Code; and

WHEREAS in accordance with the law, the proposed amendment was required to be reviewed by the City's Local Planning Agency at a duly advertised meeting, scheduled on May 1, 2025, and the Local Planning Agency has determined such application to be consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

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

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

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

SECTION 1. PURPOSE

The purpose of this Ordinance is to allow a small-scale amendment to the Future Land Use Map of the Comprehensive Plan of the City of Crystal River, Florida, for 7.44 acres (MOL) owned by RIF 304, LLC by redesignating the Future Land Use from Conservation to Urban Center for the reasons set forth in the above "**WHEREAS**" clauses, which are incorporated herein, in haec verba.

SECTION 2. AUTHORITY

The City of Crystal River City Council is authorized to amend the Crystal River Comprehensive Plan 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.

The City Council of the City of Crystal River, Florida, hereby adopts and incorporates into this Ordinance the memorandum and application packet relating to the proposed amendments to the Future Land Use Map of the City of Crystal River, as if fully restated herein, in their entirety.

SECTION 3. FUTURE LAND USE MAP AMENDED

APPLICATION NO. PCA25-0001 RIF 304, LLC

The Future Land Use Map of the Comprehensive Plan of the City of Crystal River is hereby amended to change the future land use designations as follows.

a) That the property legally described as shown in **EXHIBIT "A"** attached hereto and incorporated herein by reference, for 7.44 acres, is amended to Urban Center.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River Comprehensive Plan of the City of Crystal River, Florida. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Comprehensive Plan in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, 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 thirty-one (31) days after adoption if no challenge is filed. If this Ordinance is challenged within thirty (30) days after adoption, small scale development amendments

do not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining that the adopted small-scale development amendment is in compliance with the law.

No development orders, development permits, or land uses dependent on the Comprehensive Plan amendments set forth in this Ordinance may be issued or commence before it has become effective.

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

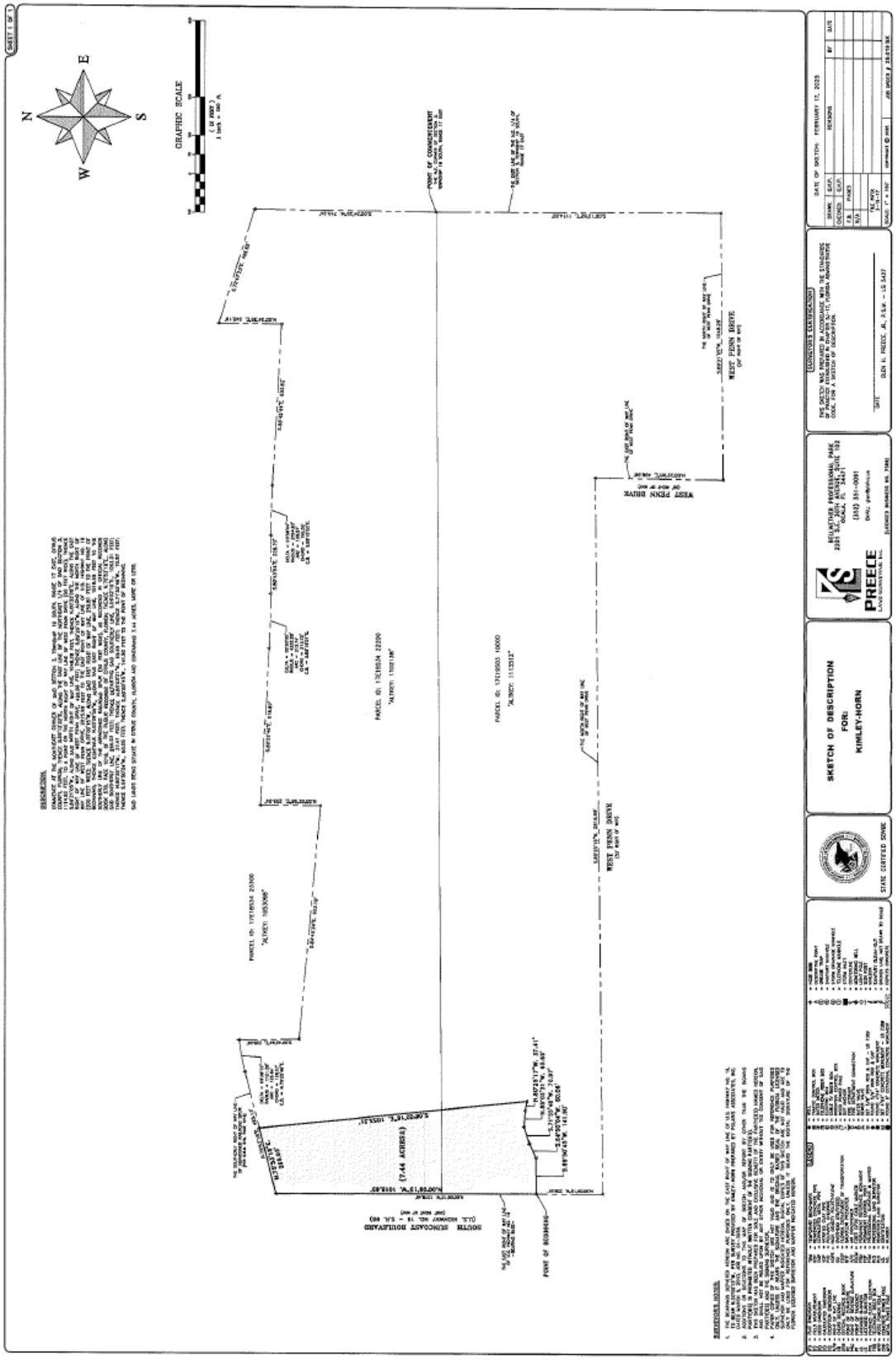
VOTE OF COUNCIL:

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

EXHIBIT "A"

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S.00'12'52"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, 1114.82 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE (50 FEET WIDE); THENCE S.89'31'05"W., ALONG SAID NORTH RIGHT OF WAY LINE, 1048.28 FEET, THENCE N.00'32'08"E., ALONG THE EAST RIGHT OF WAY LINE OF WEST PENN DRIVE, 499.96 FEET; THENCE S.89'25'19"W., ALONG THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE, 2815.98 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 (200 FEET WIDE); THENCE N.00'09'15"W., ALONG SAID EAST RIGHT OF WAY LINE, 259.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°09'05"W., ALONG SAID EAST RIGHT OF WAY LINE, 1018.65 FEET TO THE SOUTHERLY LINE OF THE ABANDONED RAILROAD SPUR (50 FEET WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 578, PAGE 1018, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N.75'53'18"E., ALONG SAID SOUTHERLY LINE, 266.03 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S.06°02'16"E., 1053.31 FEET; THENCE N.80°25'17"W., 37.41 FEET; THENCE N.85°03'21"W., 65.69 FEET; THENCE S.71°55'48"W., 70.97 FEET; THENCE S.64°50'04"W., 60.06 FEET; THENCE S.89°50'45"W., 141.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING SITUATED IN CITRUS COUNTY, FLORIDA AND CONTAINING 7.44 ACRES, MORE OR LESS.



PCA25-0001

City of Crystal River

Department of Planning & Community Development
123 Northwest Highway 19
Crystal River, FL 34432
Telephone: (352) 795-4216
Facsimile: (352) 795-6351
development@crystalriverfl.org

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

Fee: Small Scale - $500 for 50 ac or fewer Large Scale - $1,000 for > 50 ac
TO BE PAID AT TIME OF APPLICATION

Check One: Small Scale ✓ # Acres <7.4 AltKey: 1102138 1113512
Large Scale ____ # Acres ____ portion of Parcel #: 17E 18S 3422200 17E 19S 0310000

Name of Petitioner(s): RIF 304, LLC

Address of Petitioner(s): c/o Darryl W. Johnston, Esq., Johnston Law Group P.A., 29. S. Brooksville Ave, Brooksville FL 34601

City Brooksville State FL Zip Code 34601

Phone # 352 796 5124 Fax # N/A Cell # N/A

Email Address: dwj@djohnstonlaw.com

Legal Description attached: Yes ___ No ___ *Survey attached*: Yes ___ No ___

Street address of property (if applicable): West Venable St & N. Suncoast Blvd.

Existing Land Use: Urban Center and Conservation Proposed Land Use: Urban Center

Reason for Request: To rezone to UC-1 for retail development

The following items are required (applications will not be processed if these items do not accompany the application):

_____ Deed or Proof of Ownership
_____ Notarized signature of the current property owner(s) and the Agent's signature, if applicable.
_____ Survey or aerial of property from Property Appraiser website, printed on paper that is no less than 11" x 17". (Provide a complete legal description of area under consideration.)
_____ Paid application fee

I Darryl W. Johnston, being first duly sworn, affirm and say that I am the:

(check one)

_____ owner, or

__✓__ the legal representative authorized to speak on behalf of the subject matter, of the property described in this application.

Signature

29 S. Brooksville Ave
Address

352 796 5124
Phone Number

Brooksville FL 34601
City, State, Zip Code

State of Florida

County of Hernando

The foregoing instrument was acknowledged before me this 28th, day of March, 2025, by Darryl W. Johnston, who is personally known to me ~~or has produced~~ _____ ~~as identification and who did/did not take an oath.~~

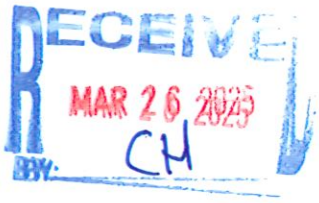
Janet Aikens
Notary Public

Commission No.: _____

Commission Expires: _____

Notary Public State of Florida
Janet Aikens
My Commission HH 298437
Expires 8/10/2026

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



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

DARRYL W. JOHNSTON

March 26, 2025

HAND DELIVERY

City of Crystal River
Dept. of Planning and Community Development
ATTN: Carly Hansen
123 Northwest Highway 19
Crystal River, FL 34432

Re: Comprehensive Plan Amendment (small scale) Application
RIF 304, LLC

Dear Ms. Hansen:

Enclosed please find the following documents for the above-referenced comprehensive plan map amendment application:

1. Application form
2. Letter of Authorization form
3. Survey and Maps
4. Deed as proof of ownership
5. Check for $500.00 for the application fee.

Sincerely yours,

Darryl W. Johnston

DWJ/
Enclosures
cc: Cheryl R. Wood (without enclosures)
Nicole Cheves (without enclosures)

LETTER OF AUTHORIZATION

Carly Hansen
Dept. of Planning & Community Development
City of Crystal River
123 Northwest Highway 19
Crystal River, FL 34432

RE: Small Scale Comprehensive Plan Map Amendment:
Alt key No. 1102138 and 113512
Applicant: RIF 304, LLC

Dear Ms. Hansen:

Please allow this to serve as a Letter of Authorization for Darryl W. Johnston, Esq., of Johnston Law Group, P.A., to represent RIF 304, LLC in the Application for a small scale comprehensive plan map amendment for a portion of Alt Key parcels: 1102138 and 1113512.

By: _____
Dan E. Bruce, as Manager

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The foregoing instrument of sworn to and subscribed before me this 24th day March, 2025, by Dan E. Bruce, as manager of RIF 304, LLC, who is personally known to me or who has produced South Carolina Driver's License as identification.

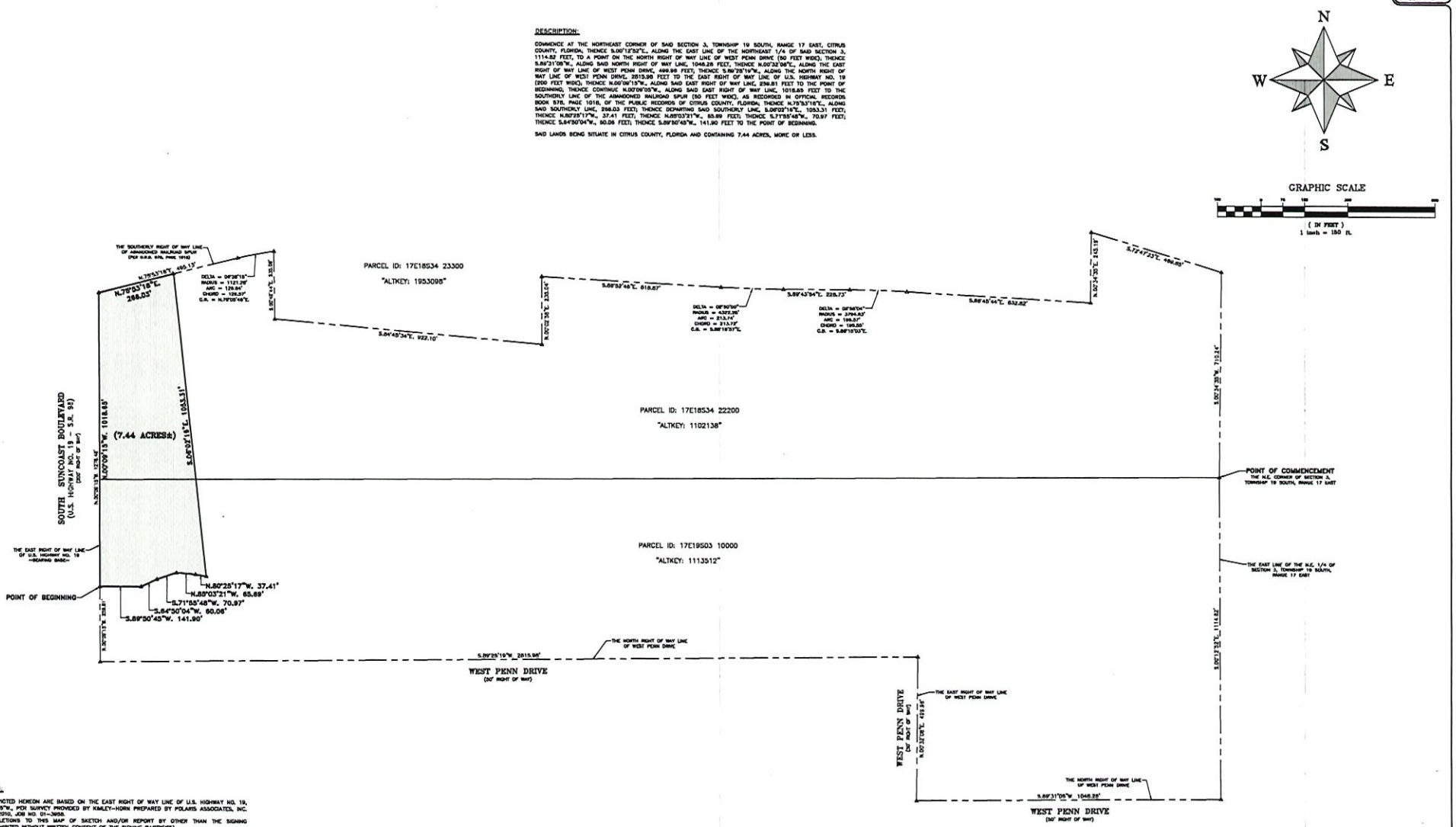
CHERYL R. WOOD NOTARY PUBLIC My Commission Expires 09/29/2031 SOUTH CAROLINA

_____
NOTARY PUBLIC

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S.00°12'32"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, 1114.82 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE (80 FEET WIDE); THENCE S.89°31'05"W., ALONG SAID NORTH RIGHT OF WAY LINE, 1048.28 FEET; THENCE N.00°32'55"E., ALONG THE EAST RIGHT OF WAY LINE OF WEST PENN DRIVE, 499.98 FEET; THENCE S.89°28'19"W., ALONG THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE, 2615.99 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 (200 FEET WIDE); THENCE N.00°09'15"W., ALONG SAID EAST RIGHT OF WAY LINE, 256.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°09'05"W., ALONG SAID EAST RIGHT OF WAY LINE, 1018.85 FEET TO THE SOUTHERLY LINE OF THE ABANDONED RAILROAD SPUR (50 FEET WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 578, PAGE 1018, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N.75°53'18"E., ALONG SAID SOUTHERLY LINE, 268.03 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S.26°02'15"E., 1053.31 FEET; THENCE N.80°25'17"W., 37.41 FEET; THENCE N.85°03'21"W., 65.89 FEET; THENCE S.71°55'48"W., 70.97 FEET; THENCE S.64°50'04"W., 60.06 FEET; THENCE S.89°50'45"W., 141.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING SITUATE IN CITRUS COUNTY, FLORIDA AND CONTAINING 7.44 ACRES, MORE OR LESS.



SURVEYOR'S NOTES:

1. THE BEARINGS DEPICTED HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19, TO BEAR N.00°09'15"W., PER SURVEY PROVIDED BY KIMLEY-HORN PREPARED BY POLARIS ASSOCIATES, INC. DATED MARCH 9, 2010, JOB NO. 01-3058.
2. ADDITIONS OR DELETIONS TO THIS MAP OF SKETCH AND/OR REPORT BY OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
3. THIS SKETCH HAS BEEN PREPARED FOR SOLE AND EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT THE CONSENT OF SAID PARTY(IES) AND THE SIGNING SURVEYOR.
4. PAPER COPIES OF THIS SKETCH ARE NOT VALID AND IS TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON. DIGITAL COPIES OF THIS SKETCH ARE NOT VALID AND ARE TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE DIGITAL SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON.

(LEGEND)

(M) = PLAT DIMENSION	TBM = TEMPORARY BENCHMARK	● = WELL	⊕ = NAIL AND DISK		
(M) = FIELD MEASUREMENT	RCP = REINFORCED CONCRETE PIPE	■ = TRAFFIC CONTROL BOX	◆ = DESCRIPTIVE POINT		
(D) = DEED DIMENSION	CMP = CORRUGATED METAL PIPE	■ = WATER METER	⊕ = GREASE TRAP		
(C) = CALCULATED DIMENSION	VCP = VITRIFIED CLAY PIPE	■ = TELEPHONE RISER BOX	⊕ = SANITARY MANHOLE		
(E) = EXCEPTION DIMENSION	PVC = POLYVINYL CHLORIDE	■ = ELECTRIC RISER BOX	⊕ = STORM DRAINAGE MANHOLE		
R/W = RIGHT OF WAY LINE	HDPE = HIGH DENSITY POLYETHYLENE	■ = CABLE TV RISER BOX	⊕ = TELEPHONE MANHOLE		
CB = CHORD BEARING	OU = OVERHEAD UTILITY(IES)	■ = IRRIGATION CONTROL BOX	⊕ = WOOD POWER POLE		
ORB = OFFICIAL RECORDS BOOK	FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	■ = GAS VALVE	⊕ = GUY ANCHOR		
POC = POINT OF COMMENCE	BFP = BACKFLOW PREVENTER	■ = FIRE HYDRANT	⊕ = STORM INLET		
POB = POINT OF BEGINNING	A/C = AIR CONDITIONER	■ = FIRE DEPARTMENT CONNECTION	⊕ = CENTERLINE		
PT = POINT OF TANGENCY	FOCM = FIBER OPTIC CABLE MARKER	■ = WATER VALVE	⊕ = MONITORING WELL		
LB = LICENSED BUSINESS	PRM = PERMANENT REFERENCE MONUMENT	■ = SEWER VALVE	⊕ = LIGHT POLE		
LS = LICENSED SURVEYOR	PCP = PERMANENT CONTROL POINT	● = SET 5/8" IRON ROD & CAP - LB 7389	⊕ = SIGN POST		
FFE = FINISHED FLOOR ELEVATION	PSM = PROFESSIONAL SURVEYOR & MAPPER	● = FOUND 5/8" IRON ROD & CAP	⊕ = MAILBOX		
TPRB = TELEPHONE RISER BOX	PLS = PROFESSIONAL LAND SURVEYOR	● = FOUND 4"x4" CONCRETE MONUMENT	⊕ = SANITARY CLEAN-OUT		
WPP = WOOD POWER POLE	RLS = REGISTERED LAND SURVEYOR	■ = SET 4"x4" CONCRETE MONUMENT - LB 7389	⊕ = BROKEN LINE; NOT DRAWN TO SCALE		
CPP = CONCRETE POWER POLE	ID. = IDENTIFICATION	● = FOUND 6" OCTAGONAL CONCRETE MONUMENT	⊕ = DEPICTS CONCRETE		
MPP = METAL POWER POLE	NO. = NUMBER				

STATE CERTIFIED SDVBE

SKETCH OF DESCRIPTION
FOR:
KIMLEY-HORN

PREECE LAND SURVEYING Inc.
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
(352) 351-0091
EMAIL: glen@plsinc.us
(LICENSED BUSINESS NO. 7389)

SURVEYOR'S CERTIFICATION

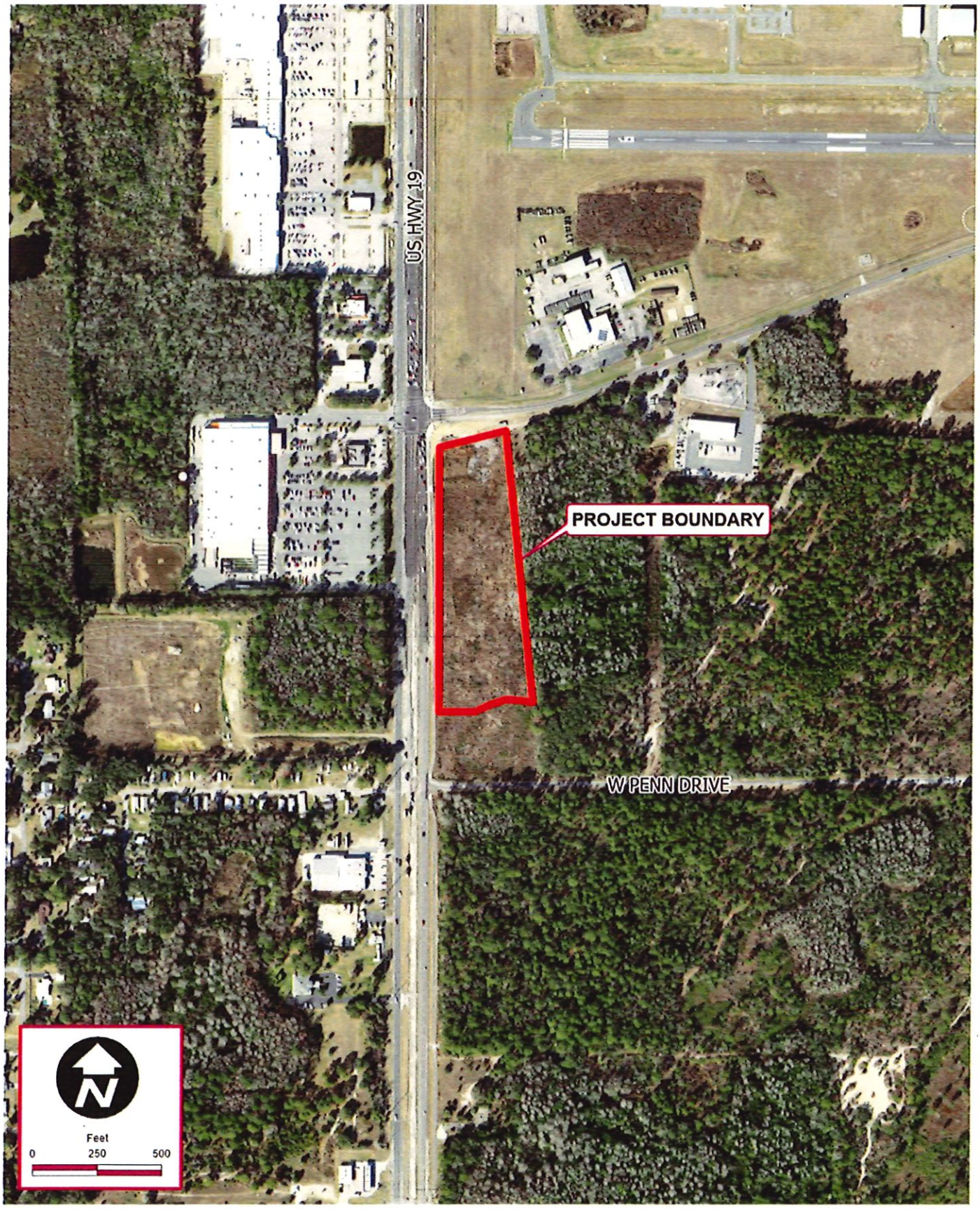
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427

DATE OF SKETCH: | FEBRUARY 17, 2025

DRAWN:	G.H.P.	REVISIONS	BY	DATE
CHECKED:	G.H.P.			
F.B.	PAGES			
N/A				
FILE INFO 3-19-17				
SCALE: 1" = 150'		COPYRIGHT © 2025	JOB ORDER # 25-019.SK	



K:\OCA_Civil\242240001-Crystal River Commons Ph 1 DD\GIS\Working\Crystal River Commons.aprx - 2/13/2025 9:37 AM - brad.powell

Kimley»Horn

© 2025 Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200, Ocala, FL 34471
Phone: (352) 438-3000
www.kimley-horn.com Registry No. 35106

AERIAL MAP

CRYSTAL RIVER COMMONS PHASE I DUE DILIGENCE
CRYSTAL RIVER, FLORIDA

Scale: As Noted	Project No.: 242240001	February 2025	Figure 2

Kimley»Horn

Memorandum

To: Dan Bruce
President
RIF 304, LLC
P.O. Box 8716
Greensville, SC 29604

From: Shelby Oenbrink
Senior Environmental Scientist, PWS
Kimley-Horn and Associates, Inc

Date: December 19, 2024
RE: Crystal River Commons –Wetland Permitting Summarization Memorandum
Citrus County, FL

Kimley-Horn and Associates, Inc. reviewed the existing Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP) for the Crystal River Commons project, a 323 acre project site located at the southeast intersection of Venable Street and US-98 within Crystal River, Citrus County, Florida (see ***Figure 1 – Project Location Map***).

The historic ERP issued for the project under permit number 43023527.004 (***Appendix A***), approved partial or full impacts to nine of the 15 on-site wetlands (See ***Table 1***). To off-set these wetland impacts, a mitigation plan was approved through the on-site preservation of the remaining wetlands and placement into a conservation easement (see ***Figure 2 – Wetland Location Map***) in addition to preservation of the off-site AD Williams Parcel (see ***Figure 1***). The off-site AD Williams Parcel has since been deeded to the Florida Department of Environmental Protection (FDEP), satisfying specific condition #19 in the historic ERP.

Additional mitigation will not be required ahead of impacts to the on-site wetlands historically approved for dredge or fill activities. The wetland mitigation for the project site resulted in an excess of 1.47 wetland credits, which may be used by the permittee for future wetland impacts. Should the permittee wish to impact additional wetlands, an ERP modification will need to be applied for. Requesting to impact any on-site wetlands that have been placed into the on-site conservation easement will require a request to modify the conservation easement, which needs additional SWFWMD approvals and is not guaranteed

Best management practices, such as erosion and pollution control, will be required to assure additional impacts to water quality or protected or off-site wetlands does not occur. More information on BMPs can be found in ERP General Condition #4.

A portion of wetlands historically connected to Wetland 6 was permitted for impact under a Citrus County wetland impact permit. This area has been mitigation and filled through the county ERP. Documents regarding the adjacent impacts can be found in ***Appendix B***.

Coordination has been initiated with the US Army Corps of Engineers (USACE) to determine if a historical wetland impact permit exists with them. Should a federal wetland impact permit be provided, an update to this memorandum will be conducted.

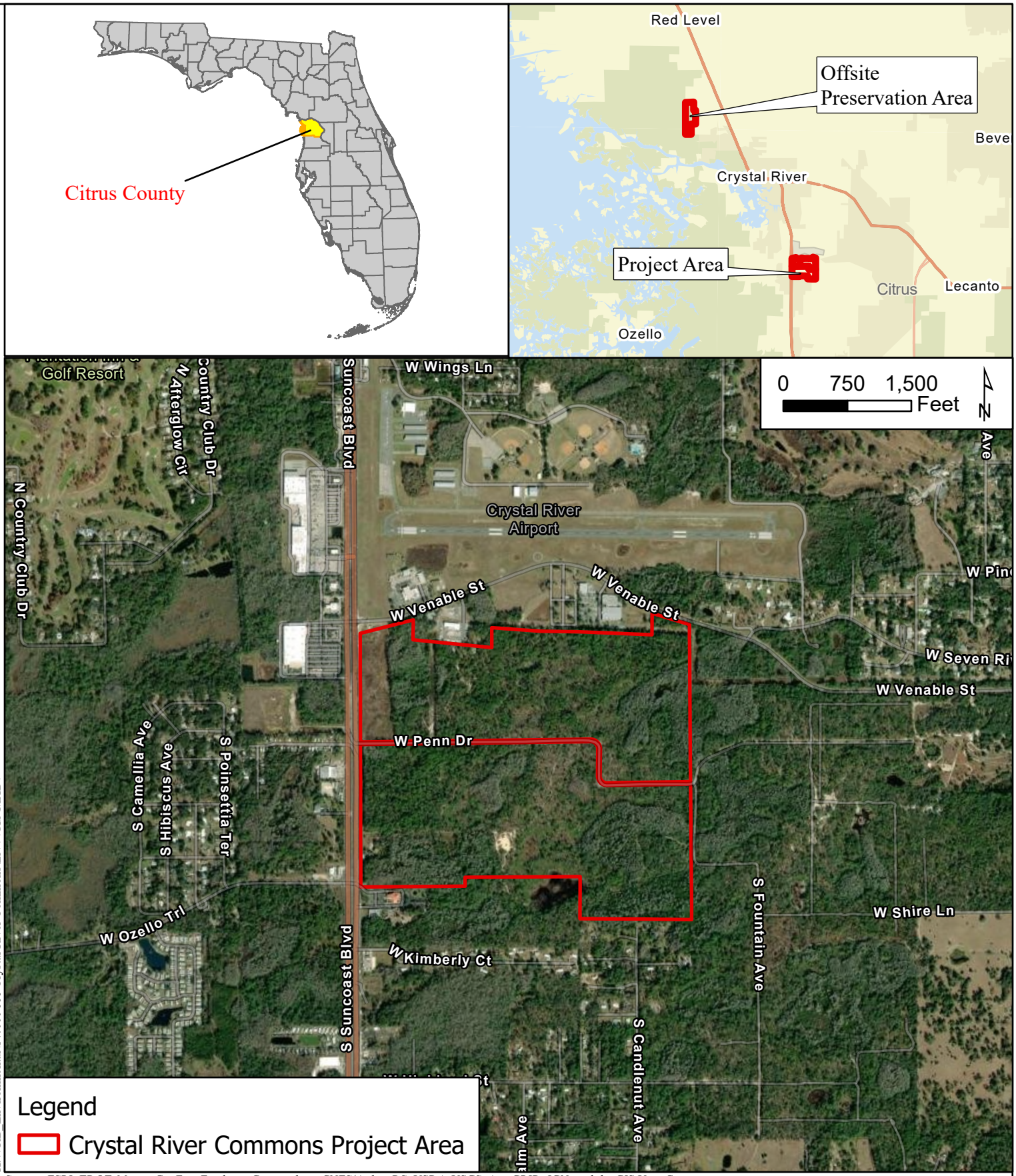
Please contact me at (772) 794-4037 or shelby.oenbrink@kimley-horn.com should you have any questions or comments regarding the attached submittal.
Sincerely,

Shelby Oenbrink
Senior Environmental Scientist

Table 1 – On-site Wetland Summary

Wetland ID	Total Acres	Impact Acres	Preserve Acres
Wetland 1	0.21	0.21	0
Wetland 2	5.03	0.08	4.95
Wetland 3	0.27	0.27	0
Wetland 4	14.73	0	14.73
Wetland 5	25.43	0	25.42
Wetland 5A	1.23	0	1.23
Wetland 6	17.9	0.01	17.89
Wetland 7	3.16	0.03	3.13
Wetland 8	1.09	1.09	0
Wetland 9	0.60	0.60	0
Wetland 10	0.30	0	0.30
Wetland 11	0.80	0	0.80
Wetland 12	14.20	7.02	7.18
Wetland 13	0.38	0.38	0
Wetland 14	0.91	0	0.91
Wetland 15	0.03	0	0.03

Figures



K:\VRB_Environmental\147999000 Crystal River Commons\ENV\GIS\MXD\

Source: ESRI, FDOT, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Kimley»Horn

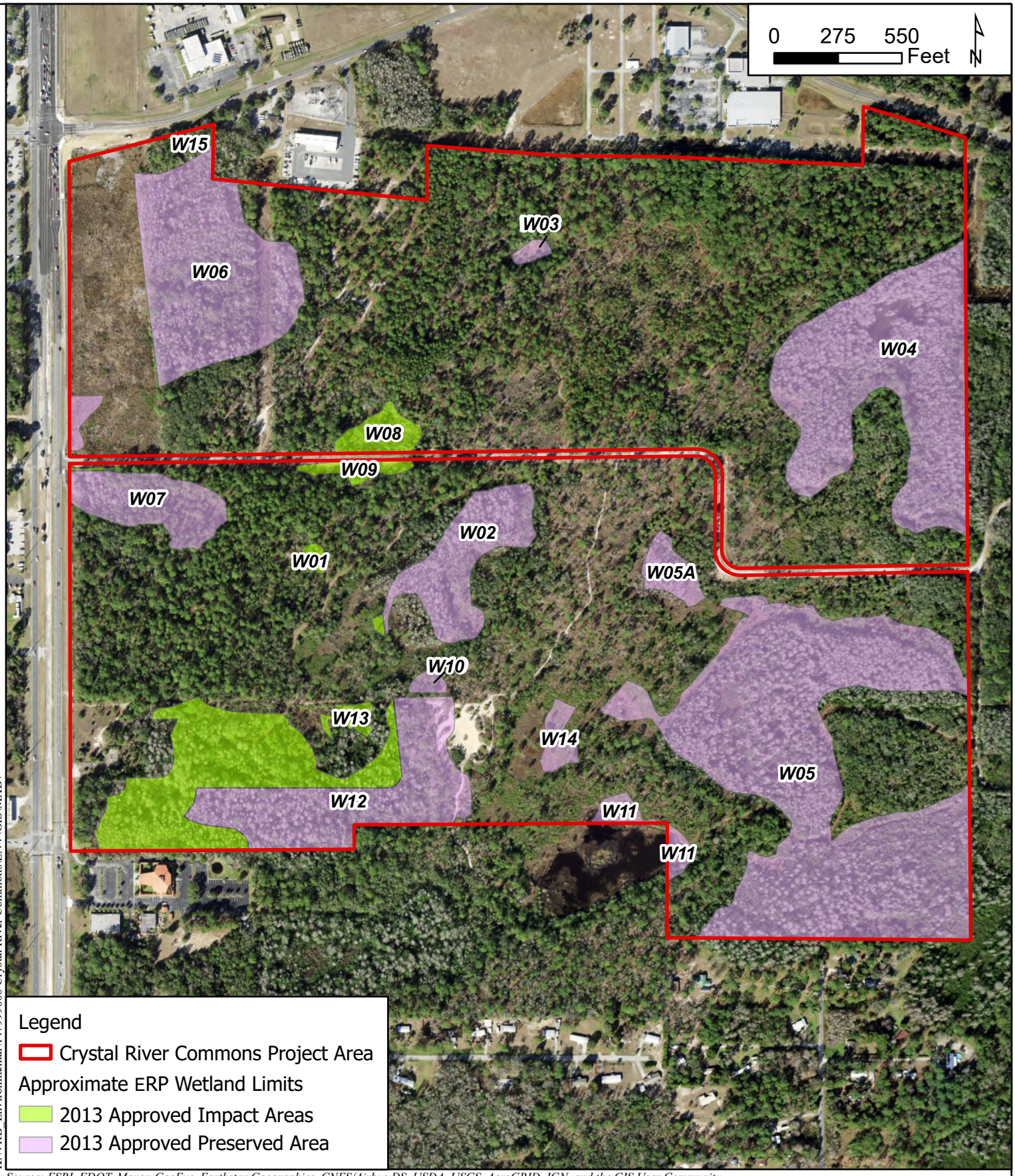
© 2024 Kimley-Horn and Associates, Inc.

455 24th St, Suite 200
Vero Beach, FL 32960
Phone (772) 794-04100
www.kimley-horn.com

Project Location Map

Crystal River Commons
Citrus County, Florida

1 inch = 1,500 feet	PROJECT NUMBER: 147999000	DECEMBER 2024	FIGURE 1



K:\VRB_Environmental\147999000 Crystal River Commons\ENV\GIS\MXD\

Source: ESRI, FDOT, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Kimley»Horn

© 2024 Kimley-Horn and Associates, Inc.

445 24th Street Suite 200
Vero Beach FL, 32960
Phone (772) 794-4100
www.kimley-horn.com

Wetland & Surface Water Location Map

Crystal River Commons
Citrus County, Florida

1 inch = 550 feet	PROJECT NUMBER: 147999000	DECEMBER 2024	FIGURE 2

Appendix B – Historic Citrus County ERP

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

November 30, 2015

EIP Credit Co., LLC
Attn: Nick Dilks
2002 Clipper Park Road, Suite 201
Baltimore, MD 21211

Subject: **Notice of Intended Agency Action - Approval ERP Minor Modification**

Project Name:	Upper Coastal Mitigation Bank
App ID/Permit No:	720978 / 43031543.030
County:	CITRUS
Letter Received:	November 17, 2015
Expiration Date:	November 30, 2020
Sec/Twp/Rge:	S28/T19S/R17E, S33/T19S/R17E, S27/T19S/R17E

Dear Permittee:

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
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An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

November 30, 2015

EIP Credit Co., LLC
Attn: Nick Dilks
2002 Clipper Park Road, Suite 201
Baltimore, MD 21211

Subject: **Notice of Agency Action - Approval**
ERP Minor Modification

Project Name:	Upper Coastal Mitigation Bank
App ID/Permit No:	720978 / 43031543.030
County:	CITRUS
Letter Received:	November 17, 2015
Expiration Date:	November 30, 2020
Sec/Twp/Rge:	S28/T19S/R17E, S33/T19S/R17E, S27/T19S/R17E

Dear Permittee:

Your request to modify Environmental Resource Permit (ERP) No. 43031543.001 by Minor Modification has been approved. This modification authorizes:

1. The withdrawal of 1.17 freshwater forested wetland credits from the Upper Coastal Mitigation Bank to offset wetland impacts associated with Permit No. 43004276.019 (Crystal River Airport Runway Protection Zone Tree Clearing), and updates the credit balances contained in the table labeled "Upper Coastal Mitigation Bank SWFWMD Ledger of Mitigation Credits".

2. The Upper Coastal Mitigation Bank Ledger of Mitigation Credits dated November 17, 2015 in the District's Water Management Information System (WMIS) is approved with this Minor Modification.

3. All other terms and conditions of ERP No. 43031543.001, dated March 27, 2007, entitled Upper Coastal Mitigation Bank, apply.

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit
Bureau Regulation Division

Enclosures: Approved Mitigation Bank Ledger
Notice of Rights

DocuSign Envelope ID: 3952CCB3-8A26-47B1-BA30-4BAEBB0945B0

UPPER COASTAL MITIGATION BANK
STATE LEDGER OF MITIGATION CREDITS
Credit Type: Forested
Maximum Credits Available: 43.13

Modification Date	Project	Client	Client Permit Number	UCMB Modification Number	Wetland Impact Type	Credits Released	Credits Used	Credits Available
10/1/2007	UCMB - Initial Preservation Release	NA	NA	43031543.002	Release	20.00	0.00	20.00
4/7/2008	UCMB - Final Preservation Release	NA	NA	43031543.003	Release	20.01	0.00	40.01
8/29/2008	Suncoast Commercial	Win-Suncoast, Ltd.	43024788.004	43031543.004	Forested	0.00	0.40	39.61
10/9/2008	Sunrise Plaza	Hristos Malissovas	44032853.001	43031543.005	Forested	0.00	0.29	39.32
12/23/2008	Crystal River Airport	Citrus County BOCC	43004276.016	43031543.007	Forested	0.00	0.80	38.52
6/4/2009	Concord Station - Sunlake Boulevard	Pasco County Development Services	44023781.028	43031543.009	Forested	0.00	2.49	36.03
7/31/2009	7-11 Mitigation	NG Development	44017207.001	43031543.010	Forested	0.00	0.10	35.93
8/26/2009	CVS Pharmacy	J.H. Williams Oil Company, Inc	44008311.001	43031543.011	Forested	0.00	0.04	35.89
10/30/2009	Van Dyke Road Expansion	TECO	29-0294362-001	43031543.012	Forested	0.00	0.20	35.69
3/15/2010	FGT Phase VIII Expansion Project	FGT	43-0293015-001	43031543.013	Forested	0.00	1.63	34.06
4/9/2010	Sun Toyota Golf Trace Boulevard Realignment	Sun Automotive	43020293.01	43031543.014	Forested	0.00	2.89	31.17
7/14/2010	Nature Coast Mine	Nature Coast Development, LLC	0283664-001	43031543.015	Forested	0.00	1.00	30.17
9/7/2010	Crystal River Energy Complex Mariculture Center	Progress Energy Florida Inc.	09-0270612-013	43031543.016	Forested	0.00	0.04	30.13
7/14/2011	ALDI - Holiday	19 Junction Land and Development, LLC/ ALDI (Florida), LLC	43032832.002	43031543.017	Forested	0.00	0.46	29.67
7/12/2011	FDEP v. Nancy Desai; OGC File No. 05-0299	Paresh G. Desai	OGC 05-0299	43031543.018	Forested	0.00	0.06	29.61
7/12/2011	CVS Pharmacy	J.H. Williams Oil Company, Inc	44008311.001	43031543.019	Forested	0.00	-0.04	29.65
7/12/2011	CVS Pharmacy	CVS 4226 FL, LLC	44008311.002	43031543.019	Forested	0.00	0.04	29.61
6/28/2012	UCMB - Enhancement Credit Release	NA	NA	43031543.021	Forested	3.12	0.00	32.73
11/16/2012	Pleasant Plains ALF	R & R Property Ventures	44032679.003	43031543.022	Forested	0.00	0.06	32.67
10/30/2013	FDOT - I-75 (SR 93A) Widening from North of SR 52 to Pasco-Hernando County Line Road	Florida Department of Transportation	43040738.001	43031543.023	Forested	0.00	6.23	26.44
10/29/2013	Shady Hill Road	Pasco County Development Services	44041245.000	43031543.024	Forested	0.00	0.10	26.34
7/22/2015	Interlaken Road Project	Pasco County Board of County Commissioners	4304922.001	43031543.027	Forested	0.00	0.03	26.31
10/12/2015	Asturia - Phase 1 Modification	SR 54 Land Associates, LLC	43029941.010	43031543.028	Forested	0.00	0.18	26.13
11/12/2015	Golf Lake Condominiums	B.R.S. Industries, LLC	44015045.002	43031543.029	Forested	0.00	0.16	25.97
11/17/2015	Crystal River Airport Runway Protection Zone Tree Clearing	Citrus County BOCC	43004276.019	43031543.030	Forested	0.00	1.17	24.80
					TOTAL	**43.13**	**18.33**	**24.80**

Credit Type: Non-Forested
Maximum Credits Available: 4.49

10/1/2007	UCMB - Initial Preservation Release	NA	NA	43031543.002	Release	2.04	0.00	2.04
4/7/2008	UCMB - Final Preservation Release	NA	NA	43031543.003	Release	2.03	0.00	4.07
11/14/2008	Hampton Inn Crystal River	ILA Hotels, LLC	44031218.002	43031543.006	Non-Forested	0.00	0.18	3.89
12/23/2008	Crystal River Airport	Citrus County BOCC	43004276.016	43031543.007	Non-Forested	0.00	0.20	3.69
3/26/2009	Progress Energy Crystal River 3, 4, & 5 PA 77-09	Progress Energy Florida Inc.	NA	43031543.008	Non-Forested	0.00	0.20	3.49
9/7/2010	Crystal River Energy Complex Mariculture Center	Progress Energy Florida Inc.	09-0270612-013	43031543.016	Non-Forested	0.00	0.35	3.14
5/13/2011	ALDI - Holiday	19 Junction Land and Development, LLC/ ALDI (Florida), LLC	43032832.002	43031543.017	Non-Forested	0.00	0.29	2.85
11/14/2011	Crystal River Airport T-Hangers and Taxilanes	Citrus County BOCC	44004276.002	43031543.020	Non-Forested	0.00	0.10	2.75
6/28/2012	UCMB - Enhancement Credit Release	NA	NA	43031543.021	Non-Forested	0.42	0.00	3.17
10/30/2013	FDOT - I-75 (SR 93A) Widening from North of SR 52 to Pasco-Hernando County Line Road	Florida Department of Transportation	43040738.001	43031543.023	Non-Forested	0.00	0.72	2.45
10/17/2014	Moore Utility Access Way	Scott Moore	09-0324890-002	43031543.025	Non-Forested	0.00	0.04	2.41
3/26/2015	McAlpin Excavation	McAlpin Excavation	43029915.04	43031543.026	Non-Forested	0.00	0.05	2.36
10/12/2015	Asturia - Phase 1 Modification	SR 54 Land Associates, LLC	43029941.010	43031543.028	Non-Forested	0.00	1.17	1.19
					TOTAL	**4.49**	**3.30**	**1.19**

Nick Dilks, Managing Partner DocuSigned by: B6CAF9A0032F4C1... Director Initial _____ Date _____

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

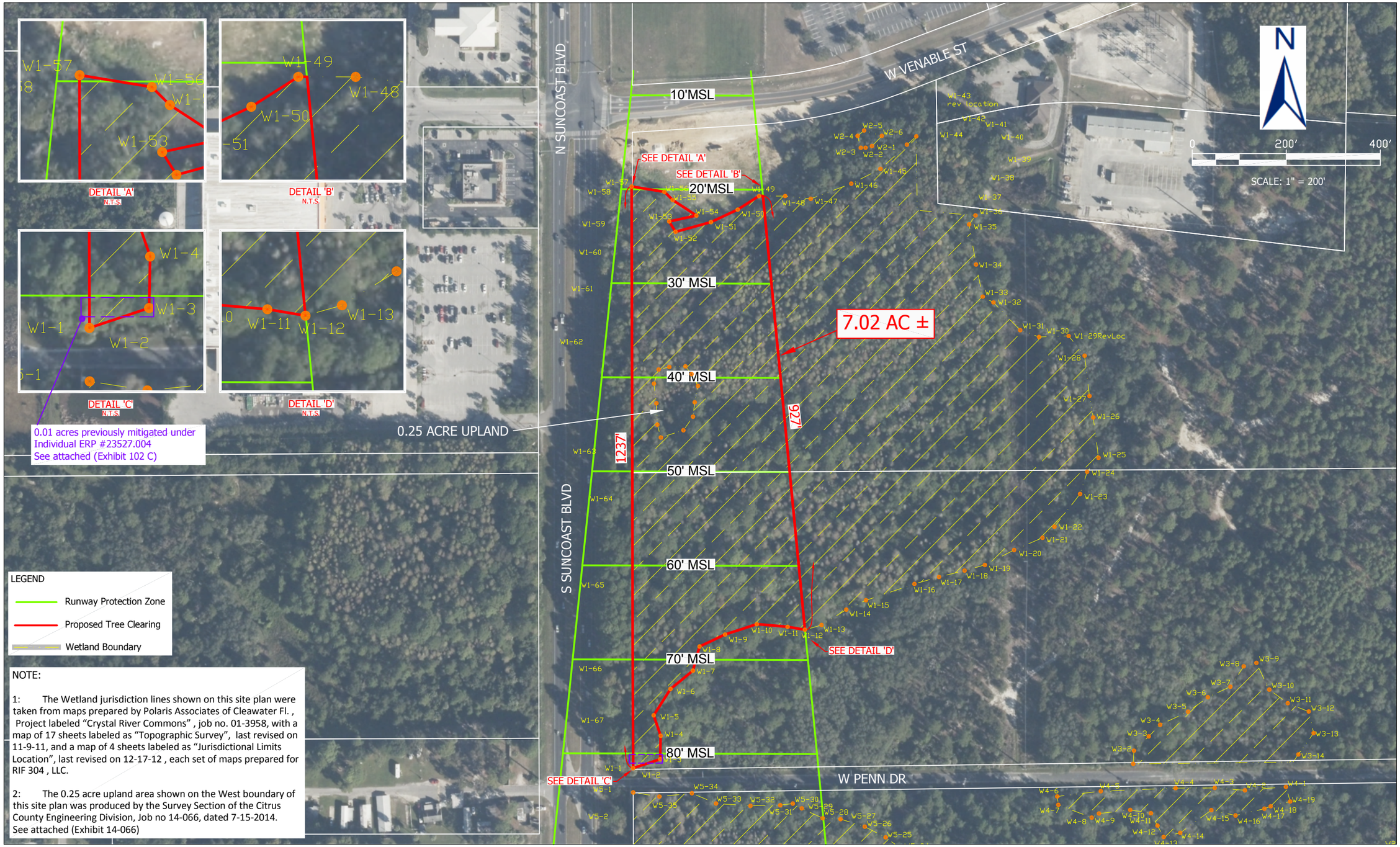
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9. 110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

PERMITTED DRAWINGS SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD)
For construction permits, the Permittee shall notify the District in writing when construction begins.



P.M.S. NO.:
F.B. NO.:
PGS.:
DESIGN: SO
CHECKED:
DATE: 9/22/2015

CITRUS COUNTY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

3600 SOVEREIGN PATH
SUITE 241
LECANTO, FLORIDA 34461
(352) 527-5446

NO.	DATE	REVISION	APP'D. BY	NO.	DATE	REVISION	APP'D. BY

WETLAND TREE CLEARING
CRYSTAL RIVER RUNWAY
PROTECTION ZONE

SITE PLAN

SCALE: 1" = 200'
DATE: 9/28/2015
JOB NO.: 15-091
FILE NAME: Tree Clearing
SEC: 34 TWP: 18 RGE: 17

SHT 1 OF 1

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 7.B.**

Requested Motion:

Consideration of Ordinance 25-O-07 (Application No. PZM25-0001) for an amendment of the Official Zoning Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on Second Reading, and conduct a public hearing on July 14, 2025, at 5:30 p.m. This item was continued at the June 9, 2025, City Council Meeting and is associated with the previous item.

Summary:
These applications are brought forward by RIF 304, LLC for a small-scale comprehensive plan amendment of the Future Land Use Map (FLUM). The property area under consideration comprises 7.44 acres, which is a portion of 77 and 61 South Suncoast Blvd. This FLUM amendment proposes to change the future land use designation from Conservation to Urban Center.
The applicant wishes to redesignate the land use and zoning for a portion of the parcels for future retail development. There is no development plan proposed with this request.
At its May 1, 2025, meeting, the Planning Commission recommended approval. Motion carried by a 6-1 vote.
At its June 9, 2025, meeting, the City Council voted to continue this item to the next Council Meeting on July 14, 2025, by a 4-0 vote.

Staff Recommendation:

Conduct a public hearing for Ordinance 25-O-07, and if approved, authorize the mayor to execute the Ordinance.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:
Description
25-O-07

Application

ORDINANCE 25-O-07

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 05, 2024, the City Council of the City of Crystal River, Florida, adopted the Crystal River Zoning Ordinance No. 24-O-14, and subsequent amendments, and

WHEREAS, certain rezonings are necessary to maintain consistency with the Crystal River Comprehensive Plan; and

WHEREAS, the proposed rezoning was advertised as required by the Florida Statutes, and the City of Crystal River Community Development Code; and

WHEREAS, the City of Crystal River Planning Commission on May 1, 2025, voted ___-___ to recommend to the City Council that the request to amend the official zoning map be _____; and

WHEREAS, the City Council of the City of Crystal River, Florida, after publication of a notice of its consideration of this ordinance, held two readings of this ordinance and public hearings as required by law; and

WHEREAS, the City Council of the City of Crystal River, Florida, has determined that the requested change of zoning is consistent with the City of Crystal River Comprehensive Plan and Future Land Use Map, and

WHEREAS, the City Council of the City of Crystal River, Florida has further determined that approval of the requested zoning change is in the best interests of the health, safety, and welfare of the citizens of Crystal River, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to amend the official zoning map of the City of Crystal River, Florida, by rezoning 7.44 acres (MOL) owned by RIF 304, LLC by redesignating the zoning from Conservation to Urban Center 1 for the reasons set forth in the above "**WHEREAS**" clauses, which are incorporated herein, in haec verba.

SECTION 2. AUTHORITY

The City of Crystal River City Council is authorized to amend 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. ZONING MAP AMENDMENT

APPLICATION NO. PZM25-0001 RIF 304, LLC

The official zoning map of the City of Crystal River is hereby amended to change the zoning designations as follows:

a. That the property legally described as shown in **EXHIBIT "A"** attached hereto and incorporated herein by reference, for 7.44 acres acres, is amended to Urban Center 1.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River, Florida, Official Zoning Map. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City of Crystal River, Florida, is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Official Zoning Map in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, 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 adoption by the Crystal River City Council.

THIS ORDINANCE was introduced and placed on first reading on the _____ day of _____, 2025.

THIS ORDINANCE was introduced and placed on a second reading on the _____day of

_____, 2025, and upon motion duly made and seconded was passed on second reading.

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

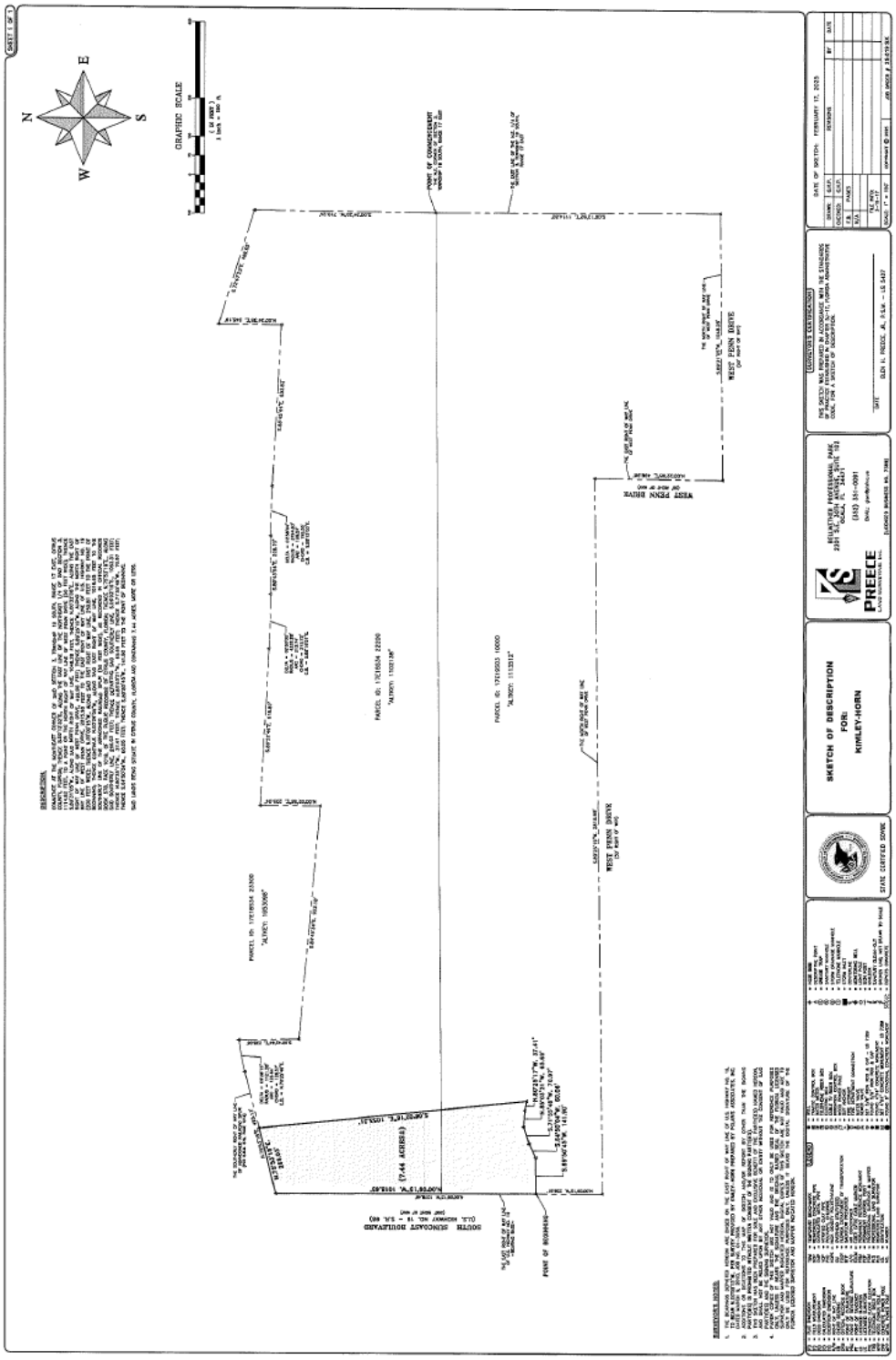
VOTE OF COUNCIL:

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

EXHIBIT "A"

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S.00'12'52"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, 1114.82 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE (50 FEET WIDE); THENCE S.89'31'05"W., ALONG SAID NORTH RIGHT OF WAY LINE, 1048.28 FEET, THENCE N.00'32'08"E., ALONG THE EAST RIGHT OF WAY LINE OF WEST PENN DRIVE, 499.96 FEET; THENCE S.89'25'19"W., ALONG THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE, 2815.98 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 (200 FEET WIDE); THENCE N.00'09'15"W., ALONG SAID EAST RIGHT OF WAY LINE, 259.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°09'05"W., ALONG SAID EAST RIGHT OF WAY LINE, 1018.65 FEET TO THE SOUTHERLY LINE OF THE ABANDONED RAILROAD SPUR (50 FEET WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 578, PAGE 1018, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N.75'53'18"E., ALONG SAID SOUTHERLY LINE, 266.03 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S.06°02'16"E., 1053.31 FEET; THENCE N.80°25'17"W., 37.41 FEET; THENCE N.85°03'21"W., 65.69 FEET; THENCE S.71°55'48"W., 70.97 FEET; THENCE S.64°50'04"W., 60.06 FEET; THENCE S.89°50'45"W., 141.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING SITUATED IN CITRUS COUNTY, FLORIDA AND CONTAINING 7.44 ACRES, MORE OR LESS.



PZM25-0001

Department of Planning & Community Development
123 Northwest Highway 19
Crystal River, FL 34428
Telephone: (352) 795-4216
Facsimile: (352) 795-6351
development@crystalriverfl.org

REZONING APPLICATION

Applicant Information:

Name: RIF 304, LLC

Address: c/o Darryl W. Johnston, 29 S. Brooksville Ave, Brooksville 34601

Phone #: 352 796 5124 Fax #: N/A Cell #: N/A

Email Address: dwj@djohnstonlaw.com

Property Description:

Parcel Account #: Portion of 17E 18S 34 22200 1102138 Alt. Key # 1113512
17E 19S 0310000

Street Address (or street & avenue location): SE Corner of W Venable St and N. Suncoast Blvd.

Legal Description: See attached.

(or attachment)

Property Acreage: 7.4 acres Sq. ft.:

Present F.L.U.M. Designation: Urban Center and Conservation

Present Zoning Designation: UC-1, UC-2, CON

Requested Zoning Designation: UC-1

Reason for the Request: Want to construct retail plaza.

Explain Consistency with the Future Land Use Plan: A comprehensive plan map amendment has been filed contemporaneous with this application to change any portion of the property designated as Conservation on the FLUM to Urban Center so the existing zoning and requested zoning will be consistent.

Additional Contact Information (other than Owner or Agent)

Name: Thomas Trexler

Address: 1700 SE 17th St, Suite 200, Ocala FL 34471

Phone #: 352 438 3000 Fax #: N/A Cell #: N/A

Email Address: Thomas.Trexler@Kimley-Horn.com

Fee: $500 – To be paid at time of application

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

RECEIVED
MAR 26 2025
BY: CH

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

DARRYL W. JOHNSTON

March 26, 2025

HAND DELIVERY

City of Crystal River
Dept. of Planning and Community Development
ATTN: Carly Hansen
123 Northwest Highway 19
Crystal River, FL 34432

Re: Rezoning Application
RIF 304, LLC

Dear Ms. Hansen:

Enclosed please find the following documents for the above-referenced rezoning application:

1. Application form
2. Letter of Authorization form
3. Survey and Maps
4. Deed as proof of ownership
5. Narrative
6. Check for $500.00 for the application fee.

Sincerely yours,

Darryl W. Johnston

DWJ/
Enclosures
cc: Cheryl R. Wood (without enclosures)
Nicole Cheves (without enclosures)

LETTER OF AUTHORIZATION

Carly Hansen
Dept. of Planning & Community Development
City of Crystal River
123 Northwest Highway 19
Crystal River, FL 34432

RE: Rezoning Application: Alt key No. 1102138 and 113512
Applicant: RIF 304, LLC

Dear Ms. Hansen:

Please allow this to serve as a Letter of Authorization for Darryl W. Johnston, Esq., of Johnston Law Group, P.A., to represent RIF 304, LLC in the Application for rezoning of a portion of Alt Key parcels: 1102138 and 1113512.

By: _____
Dan E. Bruce, as Manager

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The foregoing instrument of sworn to and subscribed before me this 24th day March, 2025, by Dan E. Bruce, as manager of RIF 304, LLC, who is personally known to me or who has produced South Carolina Driver's License as identification.

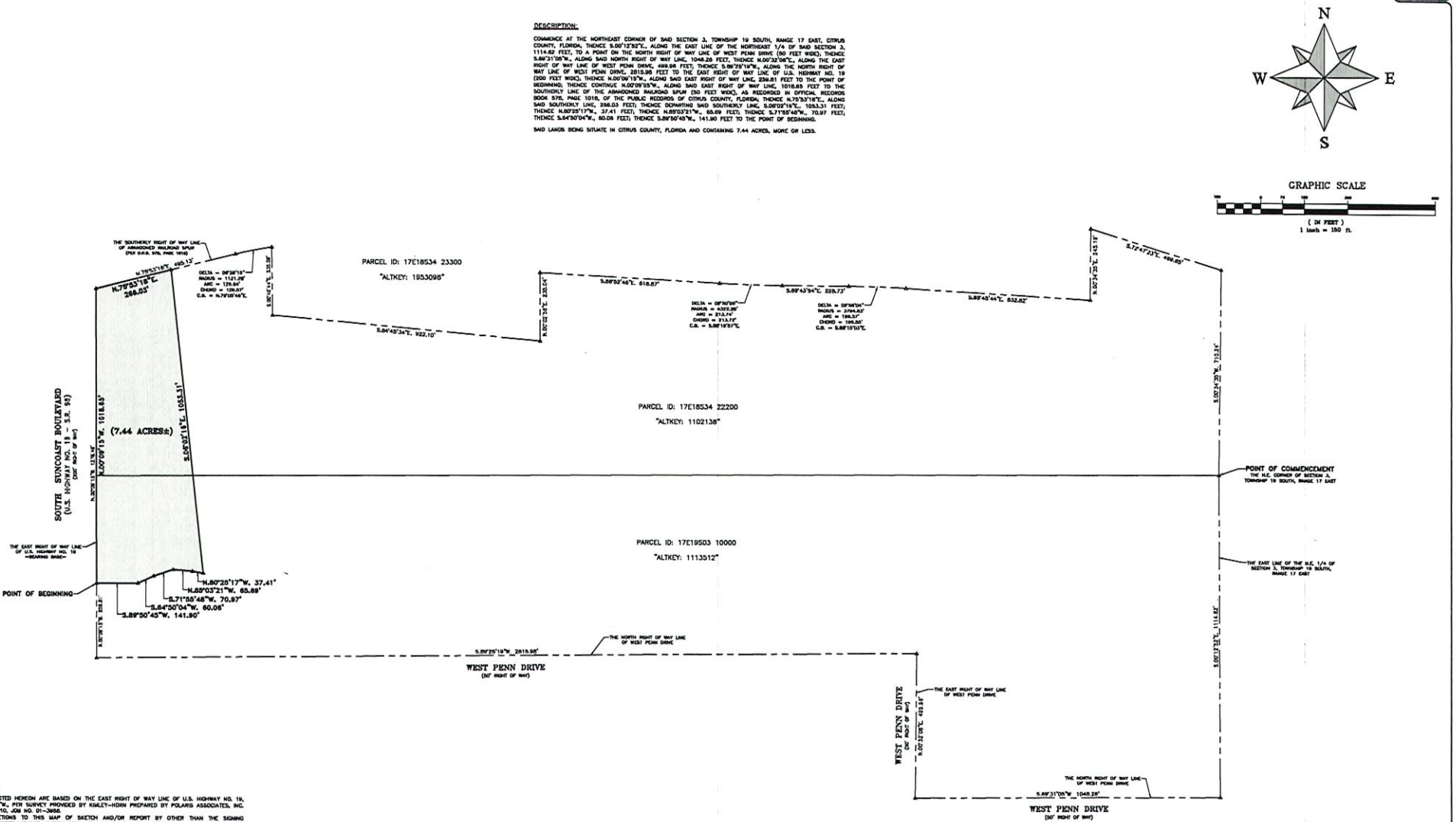
CHERYL R. WOOD NOTARY PUBLIC My Commission Expires 09/29/2031 SOUTH CAROLINA

_____
NOTARY PUBLIC

DESCRIPTION:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA; THENCE S.00°12'52"E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, 1114.82 FEET, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE (50 FEET WIDE); THENCE S.89°31'05"W., ALONG SAID NORTH RIGHT OF WAY LINE, 1048.28 FEET; THENCE N.00°32'06"E., ALONG THE EAST RIGHT OF WAY LINE OF WEST PENN DRIVE, 499.98 FEET; THENCE S.89°25'19"W., ALONG THE NORTH RIGHT OF WAY LINE OF WEST PENN DRIVE, 2815.98 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19 (200 FEET WIDE); THENCE N.00°09'15"W., ALONG SAID EAST RIGHT OF WAY LINE, 234.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.00°09'15"W., ALONG SAID EAST RIGHT OF WAY LINE, 1018.85 FEET TO THE SOUTHERLY LINE OF THE ABANDONED RAILROAD SPUR (50 FEET WIDE), AS RECORDED IN OFFICIAL RECORDS BOOK 578, PAGE 1018, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N.75°53'18"E., ALONG SAID SOUTHERLY LINE, 268.03 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S.09°01'16"E., 1053.31 FEET; THENCE N.80°25'17"W., 37.41 FEET; THENCE N.85°03'21"W., 65.89 FEET; THENCE S.71°55'48"W., 70.97 FEET; THENCE S.84°50'04"W., 60.06 FEET; THENCE S.89°50'45"W., 141.90 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING SITUATE IN CITRUS COUNTY, FLORIDA AND CONTAINING 7.44 ACRES, MORE OR LESS.



SURVEYOR'S NOTES:

1. THE BEARINGS DEPICTED HEREON ARE BASED ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 19, TO BEAR N.00°09'15"W., PER SURVEY PROVIDED BY KIMLEY-HORN PREPARED BY POLARIS ASSOCIATES, INC. DATED MARCH 9, 2010, JOB NO. 01-3658.
2. ADDITIONS OR DELETIONS TO THIS MAP OF SKETCH AND/OR REPORT BY OTHER THAN THE SIGNING PARTY(IES) IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY(IES).
3. THIS SKETCH HAS BEEN PREPARED FOR SOLE AND EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT THE CONSENT OF SAID PARTY(IES) AND THE SIGNING SURVEYOR.
4. PAPER COPIES OF THIS SKETCH ARE NOT VALID AND IS TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON. DIGITAL COPIES OF THIS SKETCH ARE NOT VALID AND ARE TO ONLY BE USED FOR REFERENCE PURPOSES ONLY, UNLESS IT BEARS THE DIGITAL SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED HEREON.

LEGEND

(M) = PLAT DIMENSION	TBM = TEMPORARY BENCHMARK	● = WELL	⊕ = HOSE BIBB
(F) = FIELD MEASUREMENT	RCP = REINFORCED CONCRETE PIPE	⊠ = TRAFFIC CONTROL BOX	▲ = DESCRIPTIVE POINT
(D) = DEED DIMENSION	CMP = CORRUGATED METAL PIPE	⊠ = WATER METER	⊛ = GREASE TRAP
(C) = CALCULATED DIMENSION	PVC = POLYVINYL CHLORIDE	⊠ = TELEPHONE RISER BOX	⊛ = SANITARY MANHOLE
(E) = EXCEPTION DIMENSION	HDPE = HIGH DENSITY POLYETHYLENE	⊠ = ELECTRIC BOX	⊛ = STORM DRAINAGE MANHOLE
R/W = RIGHT OF WAY LINE	OU = OVERHEAD UTILITY(IES)	⊠ = CABLE TV PEDESTAL BOX	⊛ = TELEPHONE MANHOLE
CB = CHORD BEARING	FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	⊠ = IRRIGATION CONTROL BOX	■ = STORM INLET
ORB = OFFICIAL RECORDS BOOK	BFP = BACKFLOW PREVENTER	⊠ = WOOD POWER POLE	⊙ = CENTERLINE
PC = POINT OF CURVATURE	A/C = AIR CONDITIONER	⊠ = GUY ANCHOR	⊙ = MONITORING WELL
PCC = POINT OF COMPOUND CURVATURE	FDCH = FIBER OPTIC CABLE MARKER	⊠ = FIRE HYDRANT	⊙ = LIGHT POLE
PRC = POINT OF REVERSE CURVATURE	PRM = PERMANENT REFERENCE MONUMENT	⊠ = FIRE DEPARTMENT CONNECTION	⊙ = SIGN POST
LB = LICENSED BUSINESS	PCP = PERMANENT CONTROL POINT	⊠ = WATER VALVE	⊙ = MAILBOX
LS = LICENSED SURVEYOR	PSM = PROFESSIONAL SURVEYOR & MAPPER	⊠ = SEWER VALVE	⊙ = SANITARY CLEAN-OUT
FFE = FINISHED FLOOR ELEVATION	PLS = PROFESSIONAL LAND SURVEYOR	● = SET 5/8" IRON ROD & CAP - LB 7389	⊙ = BROKEN LINE, NOT DRAWN TO SCALE
TPB = TELEPHONE RISER BOX	RLS = REGISTERED LAND SURVEYOR	● = FOUND 5/8" IRON ROD & CAP	⊙ = DENOTES CONCRETE
WPP = WOOD POWER POLE	ID = IDENTIFICATION	● = FOUND 4"x4" CONCRETE MONUMENT	
CPP = CONCRETE POWER POLE	NO. = NUMBER	● = SET 4"X4" CONCRETE MONUMENT - LB 7389	
UPP = METAL POWER POLE		● = FOUND 6" OCTAGONAL CONCRETE MONUMENT	

STATE CERTIFIED SDVBE

SKETCH OF DESCRIPTION
FOR:
KIMLEY-HORN

PREECE LAND SURVEYING, Inc.
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
(352) 351-0091
EMAIL: glen@plsinc.us
(LICENSED BUSINESS NO. 7389)

SURVEYOR'S CERTIFICATION

THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427

DATE OF SKETCH: FEBRUARY 17, 2025

DRAWN:	G.H.P.	REVISIONS	BY	DATE
CHECKED:	G.H.P.			
F.B.	PAGES			
N/A				
FILE INFO: 3-19-17				

SCALE: 1" = 150' | COPYRIGHT © 2025 | JOB ORDER # 25-010 SK

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 7.C.**

Requested Motion: Consideration of Ordinance 25-O-11 (Application PCT25-0001) for a text amendment of the City of Crystal River Comprehensive Plan to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments, on First Reading, and authorize staff to transmit the Amendment to the FloridaCommerce and other state agencies. This item is associated with Item 8.D.

Summary:

By Ordinance No. 24-O-14, on December 9, 2024, the City of Crystal River adopted a new city-wide form-based Land Development Code (known as the "Community Development Code") to foster predictable built results and high-quality public realm by using physical form (rather than the separation of uses) as the primary organizing principle to maintain natural features and community character. The Land Use Element of the Comprehensive Plan was amended by Ordinance No. 24-O-04 on December 9, 2024, to ensure consistency with these updated land development regulations.

The Community Development Code, after a 31-day appeal period, became effective on January 11, 2025.

The City of Crystal River desires to further amend its Comprehensive Plan and the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments.

Staff Recommendation:
Conduct a public hearing for consideration of Ordinance 25-O-11 and authorize staff to transmit the application to FloridaCommere and other state agencies for review.

Ordinance:
AN ORDINANCE AMENDING THE CITY OF CRYSTAL RIVER, FLORIDA, COMPREHENSIVE PLAN PURSUANT TO SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUES, CONCERNING FUTURE LAND USE TEXT (POLICY) AMENDMENT; AMENDING FUTURE LAND USE ELEMENT BY ADDING OBJECTIVE 2.9 PROMOTING FAIRNESS AND ACKNOWLEDGING GOOD FAITH RELIANCE ON THE PREVIOUSLY APPLICABLE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PRIOR TO RECENT AMENDMENT; PROVIDING FOR A TRANSITION PERIOD DURING WHICH APPLICANTS DEMONSTRATING SUCH RELIANCE MAY ELECT TO PROCEED UNDER THE CURRENT OR PREVIOUSLY EXISTING COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:
Description
Draft_ORD 25-O-11_Comp Plan.pdf
Staff Report.pdf
PowerPoint

ORDINANCE NO. 25-O-11

AN ORDINANCE AMENDING THE CITY OF CRYSTAL RIVER, FLORIDA, COMPREHENSIVE PLAN PURSUANT TO SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUES, CONCERNING FUTURE LAND USE TEXT (POLICY) AMENDMENT; AMENDING FUTURE LAND USE ELEMENT BY ADDING OBJECTIVE 2.9 PROMOTING FAIRNESS AND ACKNOWLEDGING GOOD FAITH RELIANCE ON THE PREVIOUSLY APPLICABLE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PRIOR TO RECENT AMENDMENT; PROVIDING FOR A TRANSITION PERIOD DURING WHICH APPLICANTS DEMONSTRATING SUCH RELIANCE MAY ELECT TO PROCEED UNDER THE CURRENT OR PREVIOUSLY EXISTING COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Crystal River, Florida, recognizes the need to plan for orderly growth and development; and

WHEREAS, the City of Crystal River adopted the City of Crystal River Comprehensive Plan (the "Comprehensive Plan"), by Ordinance 11-O-06 on September 12, 2011, and subsequent amendments thereto; and,

WHEREAS, by Ordinance No. 24-O-14 on December 9, 2024, the City of Crystal River adopted a new city-wide form-based Land Development Code (to be known as the "Community Development Code") that fosters predictable built results and high-quality public realm by using physical form (rather than the separation of uses) as the primary organizing principle to maintain natural features and community character; and

WHEREAS, pursuant to Section 163.3202, Florida Statutes, which requires that land development regulations be consistent with and implement the Comprehensive Plan, the City of Crystal River, by Ordinance 24-O-04, adopted on December 9, 2024, amended the Land Use Element of the Comprehensive Plan ("2024 Plan Amendment"); and

WHEREAS, the 2024 Plan Amendment, and thus the Community Development Code (collectively the "2024 Amendments"), became effective on January 11, 2025.

WHEREAS, the City of Crystal River desires to further amend its Comprehensive Plan and the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments.

WHEREAS, a Comprehensive Plan may be amended under the conditions set forth in Section 163.3184, Florida Statutes, and other provisions of state and local law; and

WHEREAS, the City has reviewed the proposed amendment to the City's Comprehensive Plan, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on <DATE> and submitted staff report, which determined such application to be consistent with the Comprehensive Plan; and

WHEREAS, the City Council has agreed with the recommendations of the Local Planning Agency that the proposed amendment complies with the requirements of Chapter 163, Florida Statutes, Part II, and that the proposed amendment is consistent with the Comprehensive Plan within the City; and

WHEREAS, the City Council held a public hearing for the transmittal of the proposed amendment on <DATE>; and

WHEREAS, the City has received and responded where necessary to the Comments provided by the Department of Economic Opportunity and other reviewing agencies pursuant to Section 3184(B), F.S.; and

WHEREAS, a second public hearing was held by the City Council for adoption of this Ordinance on <DATE>.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Crystal River, Florida that:

Section 1. The City of Crystal River Comprehensive Plan, Future Land Use Element is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to Section 106-38 of the Code of Ordinances, City of Crystal River, Florida by adding Objective 2.9 and related Policies as set forth on the attached **Exhibit A**.

Section 2. It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Crystal River Comprehensive Plan. To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" article" "policy" or other appropriate designation.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 6. If this amendment is not timely challenged, the effective date shall be 31 days after the state land planning agency notifies the local government that this plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

ATTEST:

_____
MIA FINK, CITY CLERK

APPROVED FOR CORRECTNESS AND LEGALITY:

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

CITY OF CRYSTAL RIVER

_____
JOE MEEK, MAYOR

VOTE OF COUNCIL:
Meek: _____
Holmes: _____
Ensing: _____
Frink: _____
Satchell: _____

Ordinance No.
Introduced:
Adopted:
Comprehensive Plan Amendment Effective:
Legal Ad No:

EXHIBIT A

OBJECTIVE 2.9: To promote fairness and to acknowledge good faith reliance by property owners on the Comprehensive Plan and Land Development Code in effect prior to the adoption of City Ordinance No. 24-O-04 and City Ordinance No. 24-O-14 on December 9, 2024, which became effective January 11, 2025.

POLICIES:

A) The City shall establish a transition period of twelve (12) months for a property owner that submits a development application after January 11, 2025.

B) During such transition period, the applicant may choose whether to be governed by the Comprehensive Plan and Land Development Code currently in effect or that which was in effect immediately prior to amendments effective January 11, 2025.

C) The transition period shall only apply to an applicant upon a demonstration of the following:

1. Participation in a pre-application conference or engaged in documented substantive discussions with City staff between July 11, 2024, and January 11, 2025 regarding proposed development of real property lying within the City of Crystal River; and

2. Subsequent payment of substantial expenses in furtherance of development of such real property in reasonable, good faith reliance upon the provisions of the Comprehensive Plan and Land Development Code of City of Crystal River, Florida, as they existed prior to January 11, 2025.

D) This Objective 2.9 shall only apply to development orders or permits sought through applications filed prior to the expiration of the transition period set forth herein on January 11, 2026.

CITY OF CRYSTAL RIVER

STAFF REPORT

Growth Management Department

MEETING DATES:	Planning Commission: June 5, 2025, at 5:30 p.m. City Council Transmittal: July 14, 2025, at 5:30 p.m. City Council Adoption: August 25, 2025, at 5:30 p.m.
PCT/PZT25-0001 – Comprehensive Plan and Community Development Code Text Amendment	
INTENTION OF PROPOSED AMENDMENTS:	City of Crystal River desires to further amend its Comprehensive Plan and the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments.
APPLICANT:	City of Crystal River
PREPARED BY:	Carly Hanson, AICP, Growth Management Director

BACKGROUND:

By Ordinance No. 24-O-14, on December 9, 2024, the City of Crystal River adopted a new city-wide form-based Land Development Code (known as the "Community Development Code") to foster predictable built results and high-quality public realm by using physical form (rather than the separation of uses) as the primary organizing principle to maintain natural features and community character. The Land Use Element of the Comprehensive Plan was amended by Ordinance No. 24-O-04 on December 9, 2024, to ensure consistency with these updated land development regulations.

The Community Development Code, after a 31-day appeal period, became effective on January 11, 2025.

The City of Crystal River desires to further amend its Comprehensive Plan and the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments.

PROPOSED AMENDMENTS:

The following amendments are proposed to the text of the Future Land Use Element of the City of Crystal River Comprehensive Plan:

> ***OBJECTIVE 2.9:*** *To promote fairness and to acknowledge good faith reliance by property owners on the Comprehensive Plan and Land Development Code in effect prior to the adoption of City Ordinance No. 24-O-04 and City Ordinance No. 24-O-14 on December 9, 2024, which became effective January 11, 2025.*

***POLICIES**:*

A) The City shall establish a transition period of twelve (12) months for a property owner that submits a development application after January 11, 2025.

B) During such transition period, the applicant may choose whether to be governed by the Comprehensive Plan and Land Development Code currently in effect or that which was in effect immediately prior to amendments effective January 11, 2025.

C) The transition period shall only apply to an applicant upon a demonstration of the following:

1. Participation in a pre-application conference or engaged in documented substantive discussions with City staff between July 11, 2024, and January 11, 2025 regarding proposed development of real property lying within the City of Crystal River; and

2. Subsequent payment of substantial expenses in furtherance of development of such real property in reasonable, good faith reliance upon the provisions of the Comprehensive Plan and Land Development Code of City of Crystal River, Florida, as they existed prior to January 11, 2025.

D) This Objective 2.9 shall only apply to development orders or permits sought through applications filed prior to the expiration of the transition period set forth herein on January 11, 2026.

The following amendments are proposed to the text of the Community Development Code as an addition to the Introduction:

The City of Crystal River recognizes the need for a comprehensive code to guide its future development and promote sustainable growth. The code structure is designed to provide a clear and organized framework for development in the city, with a focus on creating walkable, bikeable, and attractive urban environments. The code will be organized into several sections, each addressing a specific aspect of development, from block configuration and connectivity to zoning requirements and building design. The goal is to ensure that development in the city is well-designed, sustainable, and responsive to the needs and goals of the community. The code will provide clear guidelines and standards for developers, property owners, and city officials, with the ultimate goal of creating a vibrant and livable community that is attractive to residents, businesses, and visitors alike.

This Code became effective on January 11, 2025, pursuant to City Ordinance No. 24-O-14, which repealed the previous Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, and replaced it with the Code set forth herein.

Notwithstanding the amendments to Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, adopted pursuant to City Ordinance No. 24-O-14, any development application submitted to the City prior to January 11, 2026, may elect

to proceed under Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, in effect immediately prior to the adoption of City Ordinance No. 24-O-14, provided the applicant demonstrates the following:

1. *Participation in a pre-application conference with City staff or engagement in documented, substantive discussions with City staff between July 11, 2024, and January 11, 2025, regarding the proposed development of real property lying within the City of Crystal River; and*

2. *Subsequent payment of substantial expenses in furtherance of development of such real property within the City in reasonable, good faith reliance upon the provisions of Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, as they existed prior to the adoption of City Ordinance No. 24-O-14.*

3. *The City reserves the right to request documentation of such good faith reliance or expenses incurred.*

This provision shall only apply to development orders or permits sought through applications filed prior to the expiration of the transition period set forth herein on January 11, 2026.

REASON FOR THE CHANGE:

Staff brings this text amendment for the Comprehensive Plan and Community Development Code in order to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments.

In the City's prior adoption of the Community Development Code, there was no transition period for applicants who held substantial meetings with staff between July 11, 2024, and January 11, 2025, and made payment of substantial expenses in pursuit of the development.

These text amendments will establish a transition period of twelve (12) months for a property owner who submits a development application after January 11, 2025. This gives the applicant the ability to choose whether they would like to utilize the current or the previous Comprehensive Plan and land development regulations. This shall only be an option for applicants who participated in a pre-application conference or engaged in documented substantive discussions with City staff between July 11, 2024, and January 2025, and who made subsequent payment of substantial expenses in furtherance of development in reasonable, good faith reliance upon the provisions of the previous Comprehensive Plan and Land Development Code as they existed prior to January 11, 2025. This shall only apply to development orders or permits sought through an application filed before this transition period expires on January 11, 2026.

The addition to the Community Development Code would provide the same transition period, consistent with the amendment to the Comprehensive Plan.

SUMMARY OF PUBLIC COMMENT:

No public comment has been received as of the writing of this report on May 27, 2025.

STAFF RECOMMENDATION:

Staff recommends approval of this application.

PLANNING COMMISSION ACTION:

As conveyed in Section 8.u(4) of the Crystal River Community Development Code, the Planning Commission shall hear, consider, and make recommendations to the city council regarding amendment of its adopted comprehensive plan and applications to amend the text of the Code.

ATTACHMENTS:

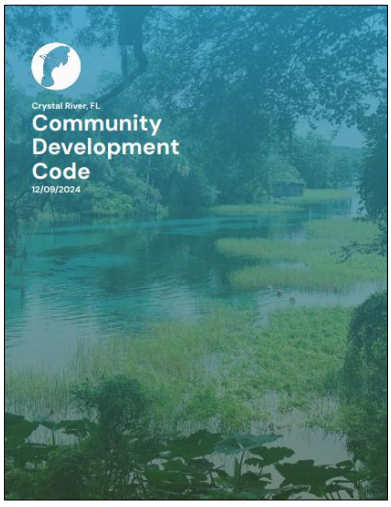
1. Staff PowerPoint
2. Draft Ordinances

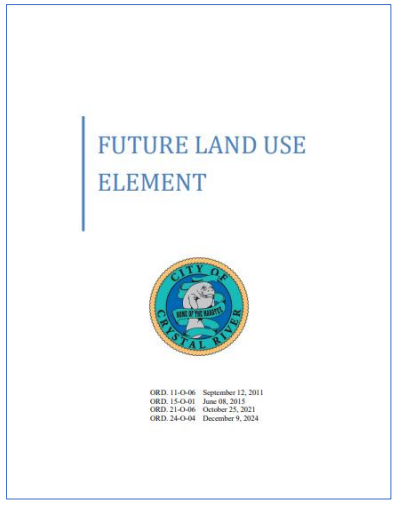
PCT/PZT25-0001

Comprehensive Plan and Community Development Code Text Amendment

1

Background





2

2

Proposed Amendment – Comprehensive Plan

OBJECTIVE 2.9: *To promote fairness and to acknowledge good faith reliance by property owners on the Comprehensive Plan and Land Development Code in effect prior to the adoption of City Ordinance No. 24-O-04 and City Ordinance No. 24-O-14 on December 9, 2024, which became effective January 11, 2025.*

POLICIES:

A) *The City shall establish a transition period of twelve (12) months for a property owner that submits a development application after January 11, 2025.*

B) *During such transition period, the applicant may choose whether to be governed by the Comprehensive Plan and Land Development Code currently in effect or that which was in effect immediately prior to amendments effective January 11, 2025.*

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Proposed Amendment – Comprehensive Plan

C) The transition period shall only apply to an applicant upon a demonstration of the following:

1) *Participation in a pre-application conference or engaged in documented substantive discussions with City staff between July 11, 2024, and January 11, 2025, regarding the proposed development of real property lying within the City of Crystal River; and*
2) *Subsequent payment of substantial expenses in furtherance of development of such real property in reasonable, good faith reliance upon the provisions of the Comprehensive Plan and Land Development Code of the City of Crystal River, Florida, as they existed prior to January 11, 2025.*

D) This Objective 2.9 shall only apply to development orders or permits sought through applications filed prior to the expiration of the transition period set forth herein on January 11, 2026.

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Proposed Amendment – Comprehensive Plan

C) The transition period shall only apply to an applicant upon a demonstration of the following:

1) *Participation in a pre-application conference or engaged in documented substantive discussions with City staff between July 11, 2024, and January 11, 2025, regarding the proposed development of real property lying within the City of Crystal River; and*
2) *Subsequent payment of substantial expenses in furtherance of development of such real property in reasonable, good faith reliance upon the provisions of the Comprehensive Plan and Land Development Code of the City of Crystal River, Florida, as they existed prior to January 11, 2025.*

D) This Objective 2.9 shall only apply to development orders or permits sought through applications filed prior to the expiration of the transition period set forth herein on January 11, 2026.

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Proposed Amendment – CDC

- An addition to the Introduction of the Community Development Code

This Code became effective on January 11, 2025, pursuant to City Ordinance No. 24-O-14, which repealed the previous Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, and replaced it with the Code set forth herein.

Notwithstanding the amendments to Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, adopted pursuant to City Ordinance No. 24-O-14, any development application submitted to the City prior to January 11, 2026, may elect to proceed under Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, in effect immediately prior to the adoption of City Ordinance No. 24-O-14, provided the applicant demonstrates the following:

6

6

Proposed Amendment – CDC

1. *Participation in a pre-application conference with City staff or engagement in documented, substantive discussions with City staff between July 11, 2024, and January 11, 2025, regarding the proposed development of real property lying within the City of Crystal River; and*

2. *Subsequent payment of substantial expenses in furtherance of development of such real property within the City in reasonable, good faith reliance upon the provisions of Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, as they existed prior to the adoption of City Ordinance No. 24-O-14.*

3. *The City reserves the right to request documentation of such good faith reliance or expenses incurred.*

This provision shall only apply to development orders or permits sought through applications filed prior to the expiration of the transition period set forth herein on January 11, 2026.

7

7

QUESTIONS?

PCT/PZT25-0001

Comprehensive Plan and Community Development Code Text Amendment

8

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 7.D.**

Requested Motion:

Motion to adopt Resolution No. 25-4-R-20 setting the tentative T.R.I.M. rate at 6.59 mills and Setting the Two-Required Public Hearing Dates for September.

Summary:

Adopt a Truth-In-Millage (TRIM) Rate of 6.59 Mills.

Council is required to adopt a TRIM rate, which is the rate disseminated to the public to advise them of the potential tax levy for the upcoming year. The final millage rate adopted by Council can be lower than the TRIM rate, but not higher (unless an extensive public notice process is followed).

City Council was provided with copies of the Recommended Budget for FY 2026 during the first budget workshop held April 30, 2025; a second budget workshop is tentatively scheduled for July 30, 2025. The recommended budget anticipates ad valorem revenues in the amount of $4,471,445 and no change of the current millage rate of 6.59 mills. Council is being asked to take the following actions through adoption of Resolution 25-R-20.

Set Two Dates in September for the Required Public Hearings.

The City is required to conduct two public hearings prior to final adoption of the budget. State law establishes certain requirements that must be met on setting those dates (i.e. the dates set by the City cannot conflict with the public hearing dates set by the County or the School Board). It is recommended that the two public hearings be set for September 8 and September 22, 2025, both to be conducted as the first order of business for both meetings scheduled to begin at 5:31 p.m. on those dates.

Staff Recommendation:

Staff recommends approval of Resolution #25-R-20 setting the tentative TRIM rate and setting the two-required public hearing dates for September.

ATTACHMENTS:
Description
Resolution 25-R-20 TENTATIVE TRIM SET FY2026 7-17-2025.doc

RESOLUTION 25-R-20

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, CITRUS COUNTY, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE RATE FOR TRIM NOTICES; SETTING PUBLIC HEARING DATES OF SEPTEMBER 8, 2025, AND SEPTEMBER 22, 2025.

WHEREAS, the City of Crystal River of Citrus County, Florida, wishes to comply with the requirements to the Truth in Millage (TRIM) notification to property owners, and

WHEREAS, the City of Crystal River, Citrus County, Florida, wishes to set the tentative operating millage rate for FY 2026 at 6.59 mills;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CRYSTAL RIVER, FLORIDA THAT:

Section 1. The City Council authorizes the notification of the Citrus County Property Appraiser of the tentative millage rate of 6.59 mills for use in the Truth in Millage Notices.

Section 2. Two public hearings shall be scheduled prior to final adoption of the budget. The first public hearing shall be scheduled for September 8, 2025, at 5:31 p.m. The second public hearing shall be scheduled for September 22, 2025, at 5:31 p.m.

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this 14th day of July 2025.

Attest:_____
Mia Fink, City Clerk

By:_____
Joe Meek, Mayor

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

_____
Robert w. Batsel, Jr., City Attorney

VOTE OF COUNCIL:
Meek _____
Holmes _____
Satchell _____
Frink _____
Ensing _____

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 8.A.**

Requested Motion: Introduction of Ordinance 25-O-10 (Application PA25-0001) for the voluntary contraction (de-annexation) of a 17.22-acre parcel addressed as 4264 North Tallahassee Road, as petitioned by Christine Johnson.

Summary:
The purpose of this ordinance is to authorize the voluntary contraction (de-annexation) of a 17.22-acre parcel addressed as 4264 North Tallahassee Road, Crystal River. The owner, Christine Johnson, is making this request "...due to the lack of funding available to provide essential municipal services, specifically city water and sewage which were intended benefits of being within the city limits".
The proposed contraction of the subject property meets the criteria established by Florida Statutes Chapter 171.052 which allows for the property to be considered for de-annexation.
The Planning Commission recommended approval 6-0.
The City Council shall make their decision on whether this application for de-annexation is within the best interests of the health, safety, and welfare of the City.

Staff Recommendation:
Introduction of Ordinance 25-O-10 for voluntary contraction, and set the public hearing for August 11, 2025, at 5:30 p.m.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DE-ANNEXATION) OF THE CITY BOUNDARY BY DE-ANNEXING 17.22 ACRES MOL OF REAL PROPERTY ADDRESSED AS 4264 NORTH TALLAHASSEE ROAD, CRYSTAL RIVER, FLORIDA, MORE PARTICULARLY AND LEGALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTY FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

ATTACHMENTS:
Description
ORD_25-O-10_DEANNEXATION.pdf

ORDINANCE 25-O-10

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DE-ANNEXATION) OF THE CITY BOUNDARY BY DE-ANNEXING 17.22 ACRES MOL OF REAL PROPERTY ADDRESSED AS 4264 NORTH TALLAHASSEE ROAD, CRYSTAL RIVER, FLORIDA, MORE PARTICULARLY AND LEGALLY DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTY FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 171, Florida Statutes, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provisions of urban services; and

WHEREAS, Christine Johnson, herein "Owner," owns a parcel identified by the Citrus County Property Appraiser Tax Parcel ID: 17E18S08 33100 (approximately 17.22 acres) hereafter the "Subject Property," such properties described in Exhibit A, attached hereto and incorporated herein by this reference, contiguous to the corporate limits of the City of Crystal River, and

WHEREAS, this property was voluntarily annexed into the City of Crystal River by Ordinance 10-O-12 on August 30, 2010; and

WHEREAS, the Owner has requested that the City of Crystal River de-annex the Subject Property; and

WHEREAS, this parcel fails to meet the criteria of Chapter 171.043, F.S., specifying the character of an area that may be annexed upon the proposal of a municipality; and

WHEREAS, City of Crystal River staff has determined that there are no qualified voters residing in the area to be contracted, and that the owner of the property Christine Johnson has requested the contraction of the property in question from the municipal boundaries of the City of Crystal River, Florida; and

WHEREAS, this Ordinance was noticed at least once per week for 2 consecutive weeks in a newspaper of general circulation in the City of Crystal River, Florida, describing the area to be excluded from the municipal boundaries of Crystal River, Florida, the reasons for the contraction and the time and place of the public meeting at which this Ordinance would be considered; and

WHEREAS, a public hearing was conducted pursuant to the published notice described herein, at which time any and all parties in interest and all others has an opportunity to be heard in a quasi-judicial proceeding; and

WHEREAS, the City of Council of the City of Crystal River finds that enactment of this Ordinance is in the best interests of the health, safety, and welfare of the citizens of Crystal River; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Crystal River, contained in the Charter, Appendix A, shall be redefined to exclude the subject real property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to authorize the voluntary contraction of real property owned by Christine Johnson from the municipal boundaries of the City of Crystal River, Florida pursuant to the request for Voluntary Contraction submitted by the petitioner and owner of said property, Christine Johnson, as authorized by Section 171.051, Florida Statutes.

SECTION 2. AUTHORITY.

The City Council is authorized to take this action 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, as well as Section 171.051, Florida Statutes.

SECTION 3. SUFFICIENCY OF PETITION.

The City of Crystal River, Florida, has determined that the area to be contracted does not meet the criteria of Section 171.043, Florida Statutes, in that the area to be contracted is not suitable for, or is not intended to be developed for urban purposes, and hereby accepts the voluntary request of, Christine Johnson, for the contraction of the real property specifically described herein, from the corporate limits of the City of Crystal River.

SECTION 4. LEGAL DESCRIPTION OF ANNEXED AREA.

The property being contracted from the corporate limits of the City of Crystal River, Florida was more particularly described as follows:

That portion of the following described property lying South and West of Old County Road, Old Highway No. 19, the N ½ of NW ¼ of SW ¼, and S ½ of NW ¼ of SW ¼ and N ½ of SW ¼ of SW ¼ of Section 8, Township 18 South, Range 17 East.

Except that portion of said lands included in the right-of-way of Old Highway 19 and Old County Road from Crystal River to Red Level.

LESS AND EXCEPT that portion Deeded to Apalachee Construction Company, Inc., a Florida corporation in Warranty Deed recorded in Book 598, Page 516, more particularly described as follows:

All that part of the South 380 feet of the N ½ of the SW ¼ of the SW ¼ of Section 8, Township 18 South, Range 17 East, lying West of the right-of-way of Old Highway No. 19, formerly the Crystal River and Red Level hard road.

Property Contains 17.22 Acres, More or Less.

SECTION 5. PUBLICATION.

That prior to final reading and passage of this Ordinance, it shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City, or if no newspaper is published in the City, then in a newspaper of general circulation within the City published in Citrus County, Florida, and that a copy of said notice shall be provided by certified mail to the Citrus County Board of County Commissioner's.

SECTION 6. OFFICIAL FILING OF ORDINANCE.

That within seven (7) days after adoption, a certified copy of this Ordinance, including the legal description and a map of the area to be contracted, shall be forwarded and filed with the Clerk of the Circuit Court of Citrus County, Florida, and served upon the Chairman of the Board of County Commissioners of Citrus County, Florida; the Property Appraiser of Citrus County, Florida and the Department of State, Secretary of State, State of Florida.

SECTION 7. BOUNDARY MODIFICATIONS.

All City of Crystal River boundary maps, charter, and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to contract the land described in this ordinance.

SECTION 8. CONFLICTS AND REPEALER.

This Ordinance shall be cumulative of all provisions of the ordinances of the City of Crystal River, Florida, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event all Ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 9. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon its adoption by the Crystal River City Council.

Notice to the County Administrator of the Citrus County Board of County Commissioners was sent via certified mail on the _____ day of _____, 2025.

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

ADOPTED on second reading after due public notice and public hearing the ___ day of _____, 2025.

ATTEST:

_____
MIA FINK, CITY CLERK

CITY OF CRYSTAL RIVER

_____
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"
LEGAL DESCRIPTION

That portion of the following described property lying South and West of Old County Road, Old Highway No. 19, the N ½ of NW ¼ of SW ¼, and S ½ of NW ¼ of SW ¼ and N ½ of SW ¼ of SW ¼ of Section 8, Township 18 South, Range 17 East.

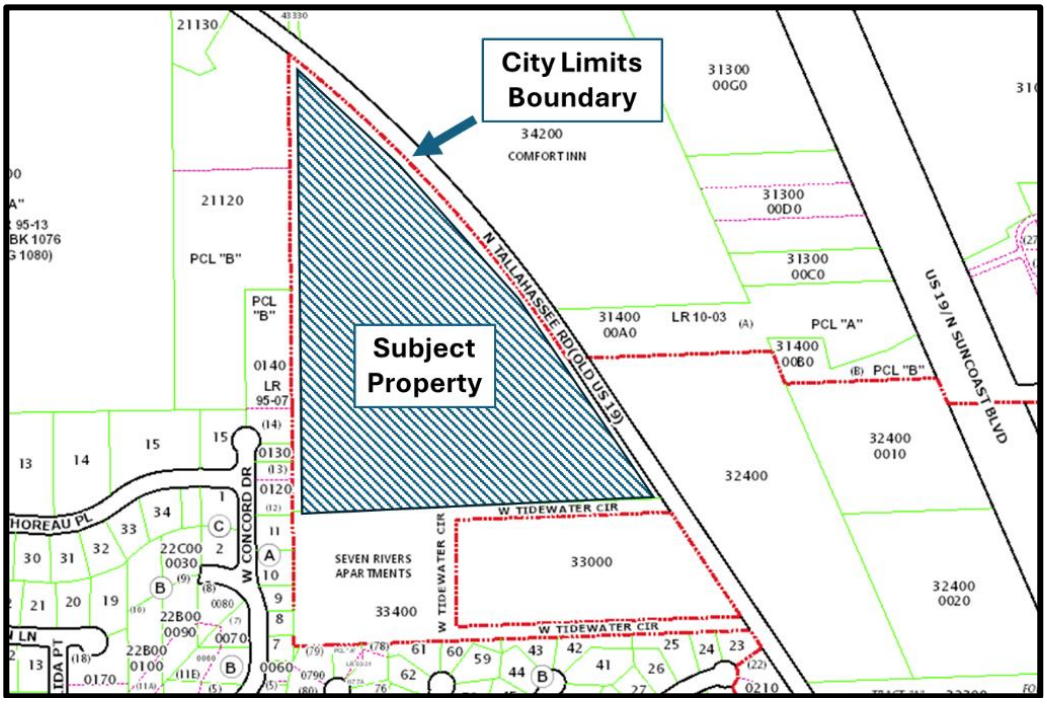
Except that portion of said lands included in the right-of-way of Old Highway 19 and Old County Road from Crystal River to Red Level.

LESS AND EXCEPT that portion Deeded to Apalachee Construction Company, Inc., a Florida corporation in Warranty Deed recorded in Book 598, Page 516, more particularly described as follows:

All that part of the South 380 feet of the N ½ of the SW ¼ of the SW ¼ of Section 8, Township 18 South, Range 17 East, lying West of the right-of-way of Old Highway No. 19, formerly the Crystal River and Red Level hard road.

Property Contains 17.22 Acres, More or Less.

EXHIBIT "B"
DEANNEXED TERRITORY MAP



CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 8.B.**

Requested Motion:

Introduction of Ordinance 25-O-08 (Application No. PCA25-0002) for an amendment of the Future Land Use Map for 0.69 acres addressed 563 NE 5th Street, owned by Crystal River Church of Christ, on First Reading, and set the public hearing for August 11, 2025, at 5:30 p.m. This item is associated with the next item.

Summary:
This application is brought forward by Michael Muniz on behalf of Crystal River Church of Christ to amend the Future Land Use Category for a +/- 0.69 acre developed parcel on the corner of State Road 44/NE 5th Street and NE 6th Ave from Civic to Urban Center. The applicant wishes to redesignate the land use and zoning to redevelop the site as a Take 5 Oil.
At its June 5, 2025, meeting, the Planning Commission recommended approval. Motion carried by a 6-0 vote.

Staff Recommendation:

Introduction of Ordinance 25-O-08 and set the public hearing for August 11, 2025.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING A PROPERTY (0.69 ACRES MOL) LYING IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, SPECIFICALLY PARCEL ID 17E18S21 12220 (ALT KEY: 1068215) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY CRYSTAL RIVER CHURCH OF CHRIST FROM CIVIC TO URBAN CENTER LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:
Description
DRAFT_PCA25-0002_ORD 25-O-08.pdf

ORDINANCE NO. 25-O-08

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING A PROPERTY (0.69 ACRES MOL) LYING IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, SPECIFICALLY PARCEL ID 17E18S21 12220 (ALT KEY: 1068215) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY CRYSTAL RIVER CHURCH OF CHRIST FROM CIVIC TO URBAN CENTER LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council of the City of Crystal River, Florida, recognizes the need to plan for orderly growth and development; and

WHEREAS the City Council of the City of Crystal River, Florida, adopted the Crystal River Comprehensive Plan, Ordinance No. 11-O-06 on September 12, 2011, and subsequent amendments, and

WHEREAS a small-scale amendment may be adopted only under the conditions set forth in Chapter 163, Florida Statutes, and other provisions of State and local law; and

WHEREAS the proposed small-scale amendment was advertised as required by the Florida Statutes and the Crystal River Community Development Code; and

WHEREAS in accordance with the law, the proposed amendment was required to be reviewed by the City's Local Planning Agency at a duly advertised meeting, scheduled on June 5, 2025, and the Local Planning Agency has determined such application to be consistent with the Comprehensive Plan and appropriate to the future land uses within the City; and

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

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

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

SECTION 1. PURPOSE

The purpose of this Ordinance is to allow a small-scale amendment to the Future Land Use Map of the Comprehensive Plan of the City of Crystal River, Florida, for 0.69 acres (MOL) owned by Crystal River Church of Christ by redesignating the Future Land Use from Civic to Urban Center for the reasons set forth in the above "**WHEREAS**" clauses, which are incorporated herein, in haec verba.

SECTION 2. AUTHORITY

The City of Crystal River City Council is authorized to amend the Crystal River Comprehensive Plan 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.

The City Council of the City of Crystal River, Florida, hereby adopts and incorporates into this Ordinance the memorandum and application packet relating to the proposed amendments to the Future Land Use Map of the City of Crystal River, as if fully restated herein, in their entirety.

SECTION 3. FUTURE LAND USE MAP AMENDED

APPLICATION NO. PCA25-0002 CRYSTAL RIVER CHURCH OF CHRIST

The Future Land Use Map of the Comprehensive Plan of the City of Crystal River is hereby amended to change the future land use designations as follows.

a) That the property legally described as shown in **EXHIBIT "A"** attached hereto and incorporated herein by reference, for 0.69 acres, is amended to Urban Center.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River Comprehensive Plan of the City of Crystal River, Florida. The actual text of the Sections to this Ordinance need not be codified. The Code codifier of the City is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Comprehensive Plan in a format that can be readily published and distributed in a useable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, 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 thirty-one (31) days after adoption if no challenge is filed. If this Ordinance is challenged within thirty (30) days after adoption, small-scale development amendments do not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining that the adopted small-scale development amendment is in compliance with the law.

No development orders, development permits, or land uses dependent on the Comprehensive Plan amendments set forth in this Ordinance may be issued or commence before it has become effective.

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

ATTEST:

_____
MIA FINK, CITY CLERK

CITY OF CRYSTAL RIVER

_____
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:

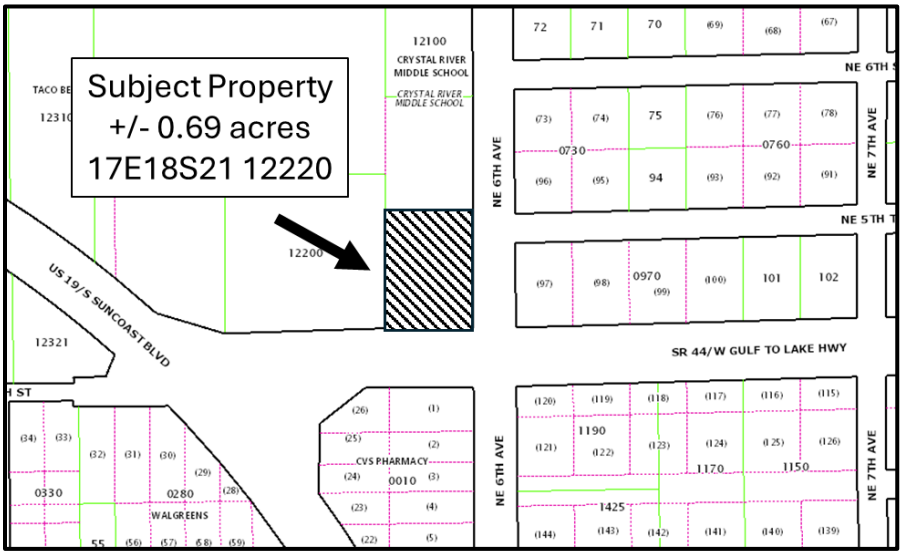
Joe Meek _____
Robert Holmes _____
Cindi Frink _____
Chris Ensing _____
Gabrielle Satchell _____

EXHIBIT "A"

A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 21, 75.48 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE SOUTH 88 DEGREES 25'38"W., ALONG SAID RIGHT OF WAY LINE 30.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 25'38"W., ALONG SAID RIGHT OF WAY LINE 150.0 FEET; THENCE NORTH PARALLEL TO THE EAST BOUNDARY OF SAID SECTION, 200.0 FEET; THENCE NORTH 88 DEGREES 25'38" E., PARALLEL WITH SAID RIGHT OF WAY LINE 150.0 FEET; THENCE SOUTH PARALLEL WITH SAID EAST BOUNDARY 200.0 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER: 17E18S21 12220



CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 8.C.**

Requested Motion:

Introduction of Ordinance 25-O-09 (Application No. PZM25-0002) for an amendment of the Official Zoning Map for 0.69 acres addressed as 563 NE 5th Street, owned by Crystal River Church of Christ, on First Reading, and set the public hearing for August 11, 2025, at 5:30 p.m. This item is associated with the previous item.

Summary:
This application is brought forward by Michael Muniz on behalf of Crystal River Church of Christ to amend the Zoning District for a +/- 0.69 acre developed parcel on the corner of State Road 44/NE 5th Street and NE 6th Ave from Civic to Urban center 1. The applicant wishes to redesignate the land use and zoning to redevelop the site as a Take 5 Oil.
At its June 5, 2025, meeting, the Planning Commission recommended approval. Motion carried by a 6-0

Staff Recommendation:

Introduction of Ordinance 25-O-08 and set the public hearing for August 11, 2025.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PROPERTY (0.69 ACRES MOL) LYING IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, SPECIFICALLY A PARCEL ID 17E18S21 12220 (ALT KEY: 1068215) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY CRYSTAL RIVER CHURCH OF CHRIST FROM CIVIC TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:
Description
DRAFT_PZM25-0002_ORD25-O-09.pdf

ORDINANCE 25-O-09

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PROPERTY (0.69 ACRES MOL) LYING IN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, SPECIFICALLY A PARCEL ID 17E18S21 12220 (ALT KEY: 1068215) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY CRYSTAL RIVER CHURCH OF CHRIST FROM CIVIC TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 05, 2024, the City Council of the City of Crystal River, Florida, adopted the Crystal River Zoning Ordinance No. 24-O-14, and subsequent amendments, and

WHEREAS, certain rezonings are necessary to maintain consistency with the Crystal River Comprehensive Plan; and

WHEREAS, the proposed rezoning was advertised as required by the Florida Statutes and the City of Crystal River Community Development Code; and

WHEREAS, the City of Crystal River Planning Commission on June 5, 2025, voted ___-___ to recommend to the City Council that the request to amend the official zoning map be _____; and

WHEREAS, the City Council of the City of Crystal River, Florida, after publication of a notice of its consideration of this ordinance, held two readings of this ordinance and public hearings as required by law; and

WHEREAS, the City Council of the City of Crystal River, Florida, has determined that the requested change of zoning is consistent with the City of Crystal River Comprehensive Plan and Future Land Use Map, and

WHEREAS, the City Council of the City of Crystal River, Florida, has further determined that approval of the requested zoning change is in the best interests of the health, safety, and welfare of the citizens of Crystal River, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS FOLLOWS:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to amend the official zoning map of the City of Crystal River, Florida, by rezoning 0.69 acres (MOL) owned by Crystal River Church of Christ by redesignating the zoning from Civic to Urban Center 1 for the reasons set forth in the above "**WHEREAS**" clauses, which are incorporated herein, in haec verba.

SECTION 2. AUTHORITY

The City of Crystal River City Council is authorized to amend 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. ZONING MAP AMENDMENT

APPLICATION NO. PZM25-0002 CRYSTAL RIVER CHURCH OF CHRIST

The official zoning map of the City of Crystal River is hereby amended to change the zoning designations as follows:

a. That the property legally described as shown in **EXHIBIT "A"** attached hereto and incorporated herein by reference, for 0.69 acres, is amended to Urban Center 1.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Crystal River, Florida, Official Zoning Map. The actual text of the Sections of this Ordinance need not be codified. The Code codifier of the City of Crystal River, Florida, is given broad and liberal authority to appropriately codify the Exhibits into the provisions of the City of Crystal River Official Zoning Map in a format that can be readily published and distributed in a usable and manageable format. The City Manager, in conjunction with the City Clerk and the City Attorney, is hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by reference 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 adoption by the Crystal River City Council.

THIS ORDINANCE was introduced and placed on first reading on the _____ day of _____, 2025.

THIS ORDINANCE was introduced and placed on a second reading on the _____day of _____, 2025, and upon motion duly made and seconded, was passed on second reading.

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:

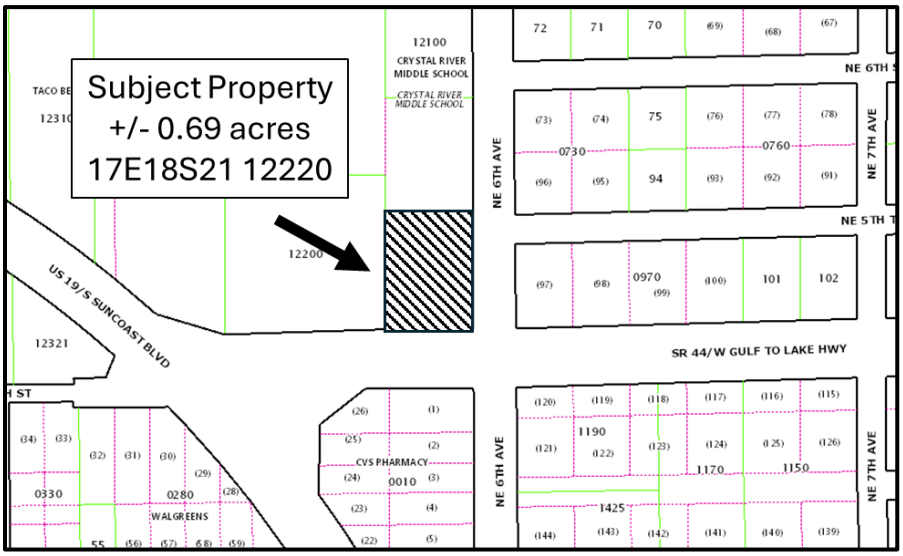
Joe Meek _____
Robert Holmes _____
Cindi Frink _____
Chris Ensing _____
Gabrielle Satchell _____

EXHIBIT "A"

A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF THE NE 1/4 OF SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 21, 75.48 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 44; THENCE SOUTH 88 DEGREES 25'38"W., ALONG SAID RIGHT OF WAY LINE 30.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 25'38"W., ALONG SAID RIGHT OF WAY LINE 150.0 FEET; THENCE NORTH PARALLEL TO THE EAST BOUNDARY OF SAID SECTION, 200.0 FEET; THENCE NORTH 88 DEGREES 25'38" E., PARALLEL WITH SAID RIGHT OF WAY LINE 150.0 FEET; THENCE SOUTH PARALLEL WITH SAID EAST BOUNDARY 200.0 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NUMBER: 17E18S21 12220



CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 8.D.**

Requested Motion: Introduction of Ordinance 25-O-12 (Application PZT25-0001) for a text amendment of the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments. This item is associated with item 8.C.

Summary:
By Ordinance No. 24-O-14, on December 9, 2024, the City of Crystal River adopted a new city-wide form-based Land Development Code (known as the "Community Development Code") to foster predictable built results and high-quality public realm by using physical form (rather than the separation of uses) as the primary organizing principle to maintain natural features and community character. The Land Use Element of the Comprehensive Plan was amended by Ordinance No. 24-O-04 on December 9, 2024, to ensure consistency with these updated land development regulations.
The Community Development Code, after a 31-day appeal period, became effective on January 11, 2025.
The City of Crystal River desires to further amend its Comprehensive Plan and the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments.

Staff Recommendation:
Introduction of Ordinance 25-O-12 and set the public hearing for August 25, 2025.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING, APPENDIX A – LAND DEVELOPMENT CODE OF CITY OF CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES, AS AMENDED, PROMOTING FAIRNESS AND ACKNOWLEDGING GOOD FAITH RELIANCE ON THE PREVIOUSLY APPLICABLE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PRIOR TO RECENT AMENDMENT; PROVIDING FOR A TRANSITION PERIOD DURING WHICH APPLICANTS DEMONSTRATING SUCH RELIANCE MAY ELECT TO PROCEED UNDER THE CURRENT OR PREVIOUSLY EXISTING COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:
Description
Draft_ORD 25-O-12_CDC.pdf

ORDINANCE NO. 25-O-12

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING, APPENDIX A – LAND DEVELOPMENT CODE OF CITY OF CRYSTAL RIVER, FLORIDA, CODE OF ORDINANCES, AS AMENDED, PROMOTING FAIRNESS AND ACKNOWLEDGING GOOD FAITH RELIANCE ON THE PREVIOUSLY APPLICABLE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE PRIOR TO RECENT AMENDMENT; PROVIDING FOR A TRANSITION PERIOD DURING WHICH APPLICANTS DEMONSTRATING SUCH RELIANCE MAY ELECT TO PROCEED UNDER THE CURRENT OR PREVIOUSLY EXISTING COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of Crystal River City Council, pursuant to s. 163.3191, F.S., is required to amend and enforce land development regulations that are consistent with and implement the adopted comprehensive plan; and

WHEREAS, on May 17, 2005, the City of Crystal River adopted the City of Crystal River Land Development Code (LDC) as ordinance 05-O-08, as further amended; and

WHEREAS, by Ordinance No. 24-O-14 on December 9, 2024, the City of Crystal River adopted a new city-wide form-based Land Development Code (to be known as the "Community Development Code") that fosters predictable built results and high-quality public realm by using physical form (rather than the separation of uses) as the primary organizing principle to maintain natural features and community character; and

WHEREAS, pursuant to Section 163.3202, Florida Statutes, which requires that land development regulations be consistent with and implement the Comprehensive Plan, the City of Crystal River, by Ordinance 24-O-04, adopted on December 9, 2024, amended the Land Use Element of the Comprehensive Plan ("2024 Plan Amendment"); and

WHEREAS, the 2024 Plan Amendment, and thus the Community Development Code (collectively the "2024 Amendments"), became effective on January 11, 2025.

WHEREAS, the City of Crystal River desires to further amend the Community Development and the Community Development Code to provide for a transition period for property owners who relied in good faith on the Land Development Code and Comprehensive Plan in effect prior to the 2024 Amendments and had engaged with the City of Crystal River prior to the 2024 Amendments.

WHEREAS the City of Crystal River City Council is authorized to amend Appendix A, Land Development Code of the City of Crystal River, Florida, Code of Ordinances, pursuant to Part 1, Article III of the City Charter of the City of Crystal River and Chapter 1 - General Provisions, of the

City of Crystal River, Florida, Code of Ordinances, and as otherwise authorized by applicable Florida Statutes.

WHEREAS, the City has reviewed the proposed amendment to the City's Land Development Code, and said proposed amendment was reviewed by the City's Local Planning Agency at a duly advertised meeting on <DATE> and submitted staff report, which determined such application to be consistent with the Comprehensive Plan; and

WHEREAS, a second public hearing was held by the City Council for adoption of this Ordinance on <DATE>.

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:

Section 1. Appendix A, Land Development Code of the Crystal River, Florida, Code of Ordinances is hereby amended, for the reasons set forth in the above "WHEREAS" clauses, which are incorporated herein, as set forth on the attached **Exhibit A**. Specifically, language appearing in underline shall be added to the Code of Ordinances and language appearing in ~~strikethrough~~ (if any) shall be deleted.

Section 2. It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of Appendix A, Land Development Code of the Crystal River, Florida, Code of Ordinances. To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" article" "policy" or other appropriate designation.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon approval by the mayor, or upon becoming law without such approval.

Section 6. If this amendment to the Comprehensive Plan which is being adopted by Ordinance on even date herewith is not timely challenged, the effective date shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming the amendment's effective status, a copy of which resolution shall be sent to the state land planning agency.

ATTEST:

_____
MIA FINK, CITY CLERK

APPROVED FOR CORRECTNESS AND LEGALITY:

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

CITY OF CRYSTAL RIVER

_____
JOE MEEK, MAYOR

VOTE OF COUNCIL:
Meek: _____
Holmes: _____
Ensing: _____
Frink: _____
Satchell: _____

Ordinance No.
Introduced:
Adopted:
Comprehensive Plan Amendment Effective:
Legal Ad No:

EXHIBIT A

Introduction to the Code

The City of Crystal River recognizes the need for a comprehensive code to guide its future development and promote sustainable growth. The code structure is designed to provide a clear and organized framework for development in the city, with a focus on creating walkable, bikeable, and attractive urban environments. The code will be organized into several sections, each addressing a specific aspect of development, from block configuration and connectivity to zoning requirements and building design. The goal is to ensure that development in the city is well-designed, sustainable, and responsive to the needs and goals of the community. The code will provide clear guidelines and standards for developers, property owners, and city officials, with the ultimate goal of creating a vibrant and livable community that is attractive to residents, businesses, and visitors alike.

This Code became effective on January 11, 2025, pursuant to City Ordinance No. 24-O-14, which repealed the previous Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, and replaced it with the Code set forth herein.

Notwithstanding the amendments to Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, adopted pursuant to City Ordinance No. 24-O-14, any development application submitted to the City prior to January 11, 2026, may elect to proceed under Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, in effect immediately prior to the adoption of City Ordinance No. 24-O-14, provided the applicant demonstrates the following:

1. Participation in a pre-application conference with City staff or engagement in documented, substantive discussions with City staff between July 11, 2024, and January 11, 2025 regarding the proposed development of real property lying within he City of Crystal River; and

2. Subsequent payment of substantial expenses in furtherance of development of such real property within the City in reasonable, good faith reliance upon the provisions of Appendix A – Land Development Code of City of Crystal River, Florida, Code of Ordinances, as they existed prior to the adoption of City Ordinance No. 24-O-14.

3. The City reserves the right to request documentation of such good faith reliance or expenses incurred.

This provision shall only apply to development orders or permits sought through applications filed prior to the expiration of the transition period set forth herein on January 11, 2026.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 9.A.**

Requested Motion: Riverwalk Update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 10.A.**

Requested Motion: Motion to approve an Interlocal Agreement for Enhanced Law Enforcement Services to include Ancillary School Crossing Guard Services between the City of Crystal River, the Citrus County Sheriff's Office in the total sum of $1,434,565.65.00 for the term of October 1, 2025, through September 30, 2026

Summary:
Since January of 2008, the Citrus County Sheriff's Office has served as the law enforcement service provider in the City of Crystal River. The "Interlocal Agreement for Enhanced Law Enforcement Services", which has been in effect since 2019, includes the following features in the FY26 renewal:

Two community resource officers geographically assigned within the city to perform community-oriented policing services (one primarily land-based, one concentrating on waterways).

Six deputies with patrol vehicles for twenty-four consecutive hours each day to serve as law enforcement within Crystal River.

Two part-time Public Service Officers for utilization in code enforcement and general support for Sheriff's.

One full-time Records Clerk assigned to the Crystal River Substation.

Enhanced communication between the Sheriff and City Manager.

Availability of all basic and specialized services of the Sheriff's Office.

As provided for in State Statute, the City also shares in the cost of crossing guards for the Citrus County School System. City currently provides for school traffic control at a total of two (2) locations: the intersection of NE 8th Ave and 7th Street for the Crystal River Primary School, and on NE 8th Ave at the intersection of Crystal Street for Crystal River Primary School.

The proposed contract for FY26 includes $1,411,379.00 for the Sheriff Contract and shows a 5.08% ($68,258.00) increase and $23,186.65 for the School Crossing Guards, showing a 0.40% ($93.10) increase from last year's contract for a total amount of $1,434,565.65. Factors including increases in FRS, benefits and equipment to include body worn cameras have all necessitated the overall increase.

The agreement was also updated to reflect the city providing space in a temporary City Hall for supervisory members of the Sheriff's office. It was added that once new City Hall is built that the city will accommodate a sheriff substation within the new building for all staff members needed to fulfill the agreement.

Staff Recommendation:
Approval of the Interlocal Agreement for Enhanced Law Enforcement Services to include Ancillary

School Crossing Guard Services between the City of Crystal River, the Citrus County Sheriff's Office in the total sum of $1,434,565.65.00 for the term of October 1, 2025, through September 30, 2026

Project Cost:
$1,434,565.65

Funding Source:
001-01521-31000 (General Fund Law Enforcement - Professional Services Sheriff)

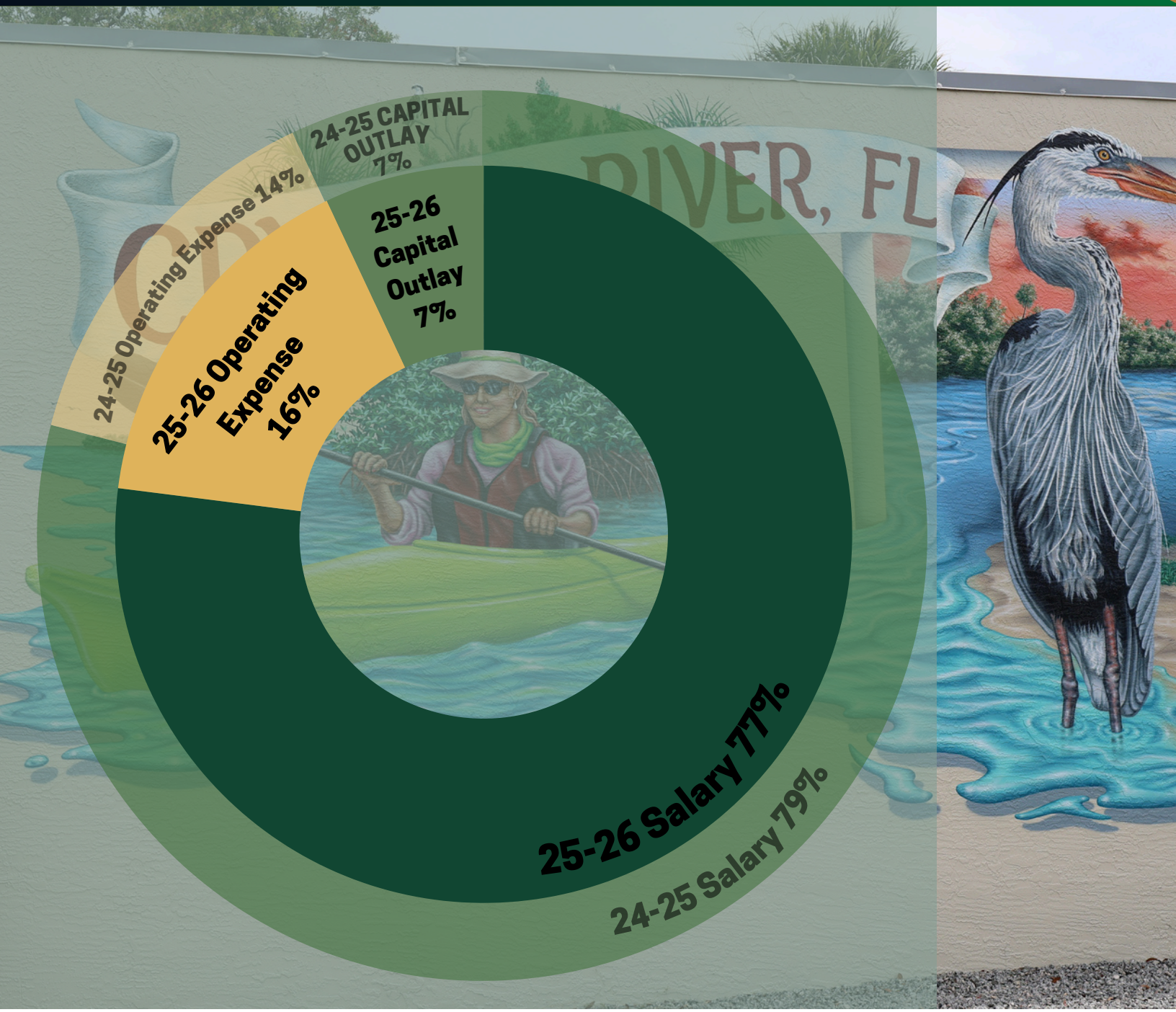
Amount Available:
$1,410,277 (FY26 Proposed Budget)

Funding Source:
001-01521-34000 (General Fund Law Enforcement - Professional Services Crossing Guards)

Amount Available:
$23,787 (FY26 Proposed Budget)

ATTACHMENTS:
Description
Crystal River Budget.pdf
CCSO Interlocal for Crystal River Law Enforcement Services.pdf
REDLINE 2025 vs 2019 CCSO Interlocal for Crystal River Law Enforcement Services.pdf

City Of Crystal River
OVERVIEW



Overview of City Contract Increase From:

2024-2025		DIFFERENCE			2025-2026	
SALARY	1,058,613.00	SALARY	31,575.00	2.98%	SALARY	1,090,188.00
OPERATING	192,654.00	OPERATING	29,237.00	15.18%	OPERATING	221,891.00
CAPITAL	91,854.00	CAPITAL	7,446.00	8.11%	CAPITAL	99,300.00
TOTAL	1,343,121.00	**TOTAL**	68,258.00	5.08%	**TOTAL**	1,411,379.00

INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the CITY OF CRYSTAL RIVER, FLORIDA, a Florida municipal corporation ("Crystal River"); DAVID E. VINCENT, as Sheriff of Citrus County, Florida ("Sheriff") and, the CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS ("Citrus County"), a political subdivision of the State of Florida, (collectively referred to as "the Parties").

WITNESSETH

WHEREAS, Sections 125.0101, 163.01, and 166.021, Florida Statutes (2024) provide that a county and a municipality may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, Crystal River is a municipality within the boundaries of Citrus County, Florida, and

WHEREAS, Crystal River is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, Crystal River, Citrus County, and Sheriff acknowledge that Sheriff provides base level law enforcement services to Crystal River by virtue of the fact that residents of Crystal River are taxpayers of Citrus County; and

WHEREAS, Crystal River has requested that the Sheriff furnish enhanced law enforcement services within Crystal River; and

WHEREAS, Crystal River desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Crystal River; and

WHEREAS, Crystal River and the Sheriff have a desire to provide ancillary safety and student crossing guard services to the public schools of Crystal River in designated areas that may be deemed a hazardous walking condition/location that have consistent pedestrian volume before and after school; and

WHEREAS, the Crystal River City Council has determined that the most efficient way to fulfill its desire to provide enhanced law enforcement and school crossing guard services in a responsible manner for the term beginning October 1, 2025, and ending September 30, 2026, and ancillary services annually commencing on the start of the school year, is to enter into this Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and

WHEREAS, this Agreement for the provision of enhanced law enforcement services is not intended by the Parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever, and it is the intent of the Parties that this Agreement shall at all times be interpreted and administered consistent with the Parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the Parties shall administer this Agreement to that end; and

WHEREAS, this Agreement between Crystal River and the Sheriff requires the concurrence of Citrus County, and said Citrus County approves and supports the plan and program set out in this Agreement; and

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

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the Parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form an integral part of this Agreement and are hereby incorporated herein, *in haec verba*.

2. **MUNICIPAL POLICE POWERS.** By appropriate resolution, Crystal River City Council shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Crystal River Police powers to the extent necessary or desirable to perform the enhanced law enforcement services herein during the contract period. This Agreement is not intended to abolish the Crystal River Police Department, both Parties recognizing that Crystal River retains the right to resume responsibilities to provide law enforcement services within Crystal River at the expiration of this Agreement.

3. **INTERAGENCY COORDINATION.** The Sheriff shall, to the extent feasible, coordinate enhanced law enforcement activities and functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with Crystal River's City Manager. The Sheriff or Sheriff's designee will attend

regular City Council meetings and staff meetings when requested consistent with Crystal River's right to control and supervise the law enforcement services provided pursuant to this Agreement.

4. **ENHANCED SERVICES.** It is understood that enhanced services provided pursuant to this contract are over and above the level of services provided to unincorporated Citrus County and the City as paid for through county property taxes.

5. **STAFFING LEVELS/COMMUNITY RESOURCE OFFICER (CRO)**.

a. The Sheriff will provide two (2) community resource officers (CRO) geographically assigned within the city limits of Crystal River to perform community-oriented policing services. One of the CROs will primarily be land-based and the second CRO (Marine CRO) will primarily be assigned to perform water-based patrols on and around Kings Bay within the incorporated boundaries of Crystal River. Water patrols will be provided primarily during busy times, such as weekends, holidays, special events and as otherwise necessary. The Marine CRO will only patrol the area on Kings Bay within the incorporated boundaries of Crystal River unless mutually agreed upon by the Sheriff and Crystal River. Both CROs will supplement each other's duties as necessary. Both CROs will be trained and equipped to perform interactive and proactive patrols, and emerging practices, which may include but not limited to making contacts with citizens and businesses to build rapport to solve community crime problems, meeting with individuals to explain crime prevention techniques, and public safety concerns.

b. The Sheriff will provide the necessary and appropriate level of enhanced law enforcement services in and for Crystal River by providing six (6) deputies with patrol vehicles for twenty-four (24) consecutive hours each day to serve as law enforcement officers within Crystal River. Said deputies shall be provided within Crystal River based on one (1) deputy at all times, not to include the community resource officers, supplemented by scheduling overlap. The Sheriff will, to the extent practicable, maintain a consistent roster of the six deputies and provide the roster to the City Manager upon request. Sheriff will, to the extent practicable, maintain a roster as such that the minimum average tenure for a deputy assigned to Crystal River City is 12 months. Deputies assigned within Crystal River will not patrol unincorporated areas of the County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements.

c. The Sheriff will provide two (2) part-time (minimum 20 hours per week per position) Public Service Officers for utilization in the enforcement of Crystal River's Codes and Ordinances and provide general support to the Sheriff's law enforcement efforts.

d. The Sheriff will provide one (1) full-time Records Clerk.

e. The Sheriff, or his designee, will meet quarterly, or more often as necessary if the need arrives, with the City Manager to review the progress of this contract, review and develop schedules and work programs to best fit the needs of Crystal River, and review crime statistics and trends.

f. The Sheriff will provide supervision of deputies, interactive community service to communicate law enforcement activities to City businesses and residents, school security services, investigative services, and public relations. Deputies, CROs and PSOs shall also be authorized, and will be expected, to enforce all City regulations, ordinances and codes to include writing Crystal River City citations, both on and off the water.

g. The Sheriff will make all basic services of the Sheriff's Office available to Crystal River during the term of this Agreement at the same level of service provided to the unincorporated areas of Citrus County. These services include but are not necessarily limited to marine patrol, K-9, helicopter patrol, detective division, vice and narcotics unit, forensics, S.W.A.T., hostage negotiation/crisis team, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of Crystal River's vehicular traffic. Any specific problems with marine infractions that are reported to the Sheriff will be handled as a law enforcement complaint or as a code enforcement complaint as appropriate.

6. **ANCILLARY SCHOOL CROSSING GUARD SERVICES.**

a. The School Crossing Guards shall remain employees of the Sheriff's Office and will remain under direct supervision, control and chain of command of the Sheriff. The Sheriff shall be responsible for the recruitment and performance evaluation of the School Crossing Guards.

b. If the principal of a school believes that a School Crossing Guard assigned to that school has not been performing his/his duties in a professional and responsible manner, the principal may report and recommend to the Sheriff and/or his designee that the School Crossing Guard be removed or reassigned in a manner that the Sheriff deems just and proper.

c. The Sheriff, with permitted input from the principal at each school, will determine the number of personnel needed at each post/zone/time to successfully execute

the obligations of this ancillary crossing guard service and meet the desired safety conditions for the various schools and at the various times as noted in the School Zone/Times schedule attached hereto and incorporated herein by reference as Exhibit "A."

7. **CONSIDERATION.**

a. Crystal River shall pay to the County, as payment in full for the enhanced law enforcement and ancillary school crossing guard services described herein, and agreed to be performed by the Sheriff, the sum of one million four hundred thirty four thousand five hundred sixty five and 65/100 dollars ($1,434,565.65) for the term October 1, 2025, through September 30, 2026, to be paid in twelve (12) equal monthly installments beginning October 1, 2025, and continuing on the first day of each month thereafter.

b. Crystal River shall provide and fully maintain two (2) agreed upon watercrafts for use on City waters to assist in enforcing marine and waterway violations as well as boater safety inspections.

8. **LAWS ENFORCED.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within Crystal River, and Crystal River municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The City shall be responsible for the prosecution of any such violators of municipal ordinances. The Sheriff shall, to the extent provided by federal and/or state law, enforce applicable federal and/or state law as well as county or Crystal River city ordinances within federal or state lands, waters or preserves within Citrus County.

9. **FINES AND FORFEITURES**.

a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Citrus County, Florida and designated for use by Crystal River pursuant to section 943.25, Florida Statute, shall be assigned by Crystal River to Sheriff for payment directly from the Clerk of the Court for Citrus County, Florida to Sheriff. Crystal River hereby authorizes empowers and assigns Sheriff to take such actions on behalf of Crystal River to obtain such funds directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of Crystal River. The Sheriff will request from the Clerk of Courts a report to provide to the City Manager on a quarterly basis of the collections from this fund as they relate to Crystal River specifically.

b. Fines. Pursuant to section 316.660, Florida Statute, Crystal River hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of Crystal River to obtain such funds directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the benefit of Crystal River. The Sheriff will request from the Clerk of Courts a report to provide to the City Manager on a Quarterly basis of the collections from this fund as they relate to Crystal River specifically.

c. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with Crystal River and, to the extent allowable by law, act as the law enforcement agent on behalf of Crystal River in the continued application, maintenance, and accounting of grants and entitlements. Crystal River will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and Crystal River.

10. **PERFORMANCE REPORTS AND CRIME REPORTING**. The Sheriff shall maintain performance reports and statistical records regarding police activity within Crystal River and shall provide such to Crystal River. These records will include, but will not necessarily be limited to, the number and type of crimes committed, the number of arrests made for each type of crime, the number of calls for service, offense reports, alarm responses, location and nature of calls, response times, number and type of traffic or marine patrol citations number and type of vehicle accidents, and number and type of Crystal River City code violations. The Sheriff or his designee will present these performance reports and statistical records to Crystal River City Council at least once each quarter.

11. **UNIFORMS AND VEHICLE MARKINGS.** The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs and School Crossing Guards performing services under this Agreement and the marking of patrol units, however, the Sheriff agrees to place the Crystal River Insignia on public service and community resource officers' vehicles associated with this contract. The insignia shall aesthetically fit the current decal scheme and be no less than 8" in diameter and displayed on each side of the vehicle.

12. **INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall hold Crystal River harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's negligent acts of the Sheriff, Sheriff's deputies and Sheriff's employees. Crystal River agrees to hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted

by Crystal River and enforced by the Sheriff or from acts or omissions attributable to Crystal River that occurred prior to the execution of this Agreement, and Crystal River agrees to the extent provided by Florida law, to indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of Ordinances enacted by Crystal River and enforced by the Sheriff or from acts or omissions attributable to Crystal River that occurred prior to the commencement of the term for the provision of law enforcement services as expressed herein. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Crystal River to the extent provided by Florida law. The Sheriff agrees to name the City of Crystal River as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the City of Crystal River a copy of same. By agreeing to the provisions of this paragraph, the Parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and City intend to avail themselves of section 768.28, Florida Statute, and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to insure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, Crystal River have the duty to continue to defend any actions including workers compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

13. **REVENUE SOURCES**. The Parties agree that this Agreement does not constitute a general indebtedness of Crystal River within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the Parties that neither the Sheriff nor County will ever have the right to require or compel the exercise of ad valorem taxing power of Crystal River or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the Parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of Crystal River, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of Crystal River and Citrus County.

14. **NOTICES**.

a. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by registered or certified mail (postage pre-paid), return

receipt requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

If to CITRUS COUNTY: Steven Howard, County Administrator and Denise Lyn, County Attorney, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450.

If to CITY OF CRYSTAL RIVER: Audra Curts, City Manager, and Robert Batsel Jr., 1531 Southeast 36th Avenue, Ocala, Florida 34471.

If to CITRUS COUNTY SHERIFF: David Vincent, Sheriff, and Charles Hughes, General Counsel, Citrus County Sheriff's Office, 1 Dr. Martin Luther King Jr., Avenue, Inverness, Florida 34450.

b. Each such notice shall be deemed delivered:

i. On the dated delivered if by personal delivery;

ii. On the date facsimile transmission occurs if by facsimile, unless such date is not a business day, or such transmission occurs after 5:00 p.m., in which case such notice shall be deemed delivered on the business day immediately following the day on which the facsimile transmission occurs; and

iii. If the notice is mailed, on the earlier of: (a) the date upon which the return receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

c. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

d. If the above provisions require notice to be delivered to more than more person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

15. **TERM**. This Agreement shall take effect on October 1, 2025, at 12:01 a.m. and continue in effect thereafter through September 30, 2026. This Agreement shall automatically renew for additional 12-month terms, unless either party sends a notice as

provided for herein to the non-terminating party of its intent to terminate, no less than ninety (90) days and no more than one hundred and fifty (150) days prior to the expiration of the term then in effect. Notwithstanding the foregoing, the Sheriff reserves the right to notify the City no later than June 1 of the current term, of the consideration required to fund the next term of this Agreement. The City shall agree in writing to the required consideration no later than July 15. In the event the Sheriff and the city cannot agree of the consideration to be paid, this Agreement and any renewals hereof shall terminate effective 11:59 p.m., September 30, of the term then in effect.

16. **NO PROHIBITIONS**. Each Party represents unto the other that there are no lawful prohibitions, whether grounded in federal, state, county or municipal law, which prevents either party from entering into this Agreement. Further, and to the extent provided by Florida law, each party agrees to defend, indemnify and hold each other harmless should any challenge of whatever nature be brought challenging the right or ability of Crystal River, the Sheriff, or Citrus County to enter into this Agreement.

17. **NO UNINTENDED BENEFICIARIES**. In no event shall this Agreement confer upon any third person, corporation or entity the right to any cause of action or damages against any party hereto.

18. **SCOPE OF AGREEMENT**. This document reflects the full and complete understanding of the Parties, supersedes any other agreements entered into by and between the Parties hereto and may be modified or amended only by a written document signed by all of the Parties hereto.

19. **GOVERNING LAW**. This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Fifth Judicial Circuit, in and for Citrus County, Florida.

20. **JOINT USE**. In further effort to ensure the success and continuity of this undertaking, Crystal River agrees to make office space available in its City Hall for the Sheriff to conduct law enforcement. It is contemplated by the Parties hereto that this space temporarily remains as office space to house the supervisory members of the Sheriff's Office assigned to oversee the administrative task necessarily accompanied as directed in this Agreement. Upon completion of a "new" City Hall facility, Crystal River agrees to provide sufficient space for the complete recreation of a Sheriff's Office substation, sufficient in size to provide office space for all staff members to carry out the requirements of this Agreement. The Sheriff agrees to pay for any utility expenses related to their use of this office space, including, but not limited to, electricity, water, sewer, and telephone services. The Sheriff

has the right to make internal modifications to this office space to meet their needs, however, these modifications must (i) be made at the Sheriff's expense, and (ii) shall be approved by the Crystal River for the purpose of ensuring that the modifications do not diminish the structural integrity of City Hall. Crystal River shall be responsible for all repairs to the structure of the building, to include the roof, walls, and other basic structural components.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ day of _____, 2025.

CITY OF CRYSTAL RIVER, FLORIDA

_____ _____

Joe Meek, Mayor

DAVID E. VINCENT, SHERIFF
CITRUS COUNTY, FLORIDA

_____ _____

David E. Vincent, Sheriff

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

_____

By: _____

Exhibit "A"

NE 8th Ave & 7th St/ Crystal River Primary		**8:30am – 9:30am** **3:00pm – 4:00pm**
NE 8th Ave & Crystal St./ Crystal River Primary		**8:30am – 9:30am** **3:00pm – 4:00pm**

INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ~~("~~("Agreement~~")~~") is made and entered into by and between the CITY OF CRYSTAL RIVER, FLORIDA, a Florida municipal corporation ~~("~~("Crystal River~~"); MIKE PRENDERGAST~~"); DAVID E. VINCENT, as Sheriff of Citrus County, Florida ~~("Sheriff")~~("Sheriff") and, the CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS~~,~~ ("Citrus County"), a political subdivision of the State of Florida~~.~~, (collectively referred to as "the Parties").

~~**WIT NESSETH:**~~

WITNESSETH

WHEREAS, Sections 125.0101, ~~166.021 and~~ 163.01, and 166.021, Florida Statutes (~~2017~~2024) provide that a county and a municipality may contract to provide law enforcement services within a ~~municipality's~~municipality's boundaries; and

WHEREAS, Crystal River is a municipality within the boundaries of Citrus County, Florida, and

WHEREAS, Crystal River is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, Crystal River, Citrus County, and Sheriff acknowledge that Sheriff provides base level law enforcement services to Crystal River by virtue of the fact that residents of Crystal River are taxpayers of Citrus County; and

WHEREAS, Crystal River has requested that the Sheriff furnish enhanced law enforcement services within Crystal River; and

WHEREAS, Crystal River desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Crystal River; and

WHEREAS, Crystal River and the Sheriff have a desire to provide ancillary safety and student crossing guard services to the public schools of Crystal River in designated areas that may be deemed a hazardous walking condition/location that have consistent pedestrian volume before and after school; and

WHEREAS, the Crystal River City Council has determined that the most efficient way to fulfill its desire to provide enhanced ~~police protection~~law enforcement and school crossing guard services in a responsible

manner for the term beginning October 1, ~~2019~~2025, and ending September 30, ~~2020, unless otherwise entered as provided for herein~~2026, and ancillary services annually commencing on the start of the school year, is to enter into this ~~Interlocal~~ Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and

WHEREAS, this Agreement for the provision of enhanced law enforcement services is not intended by the ~~parties~~Parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever, and it is the intent ~~9f~~of the ~~parties~~Parties that this Agreement shall at all times be interpreted and administered consistent with the ~~parties'~~Parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the ~~parties~~Parties shall administer this Agreement to that end; and

WHEREAS, this Agreement between Crystal River and the Sheriff requires the concurrence of ~~the Board of County Commissioners of~~ Citrus County, and said ~~Board of~~Citrus County ~~Commissioners~~ approves and supports the plan and program set out in this Agreement; and

~~**WHEREAS,** the Sheriff, Crystal River, and the Board of County Commissioners of Citrus County entered into an Interlocal Agreement for Law Enforcement Services dated January 14, 2008; and pursuant to Paragraph 21 of said Agreement intend that this Agreement completely amends, modifies, and restates the January 14, 2008Agreement; and~~

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

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the ~~parties~~Parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form an integral part of this Agreement and are hereby incorporated herein, *in haec verba*.

2. **MUNICIPAL POLICE POWERS.** By appropriate ~~Resolution~~resolution, Crystal River City Council shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Crystal River Police powers to the extent necessary or desirable to perform the enhanced law enforcement services herein during the contract period. This Agreement is not intended to abolish the Crystal River Police Department, both ~~parties~~Parties recognizing that Crystal River retains the right to resume responsibilities to provide law enforcement services within Crystal River at the expiration of this Agreement. ~~Crystal River similarly retains the right to control the enhanced law enforcement services provided under this Agreement.~~

3. **INTERAGENCY COORDINATION.** The Sheriff shall, to the extent feasible, coordinate enhanced law enforcement activities and functions, including special event functions, ~~individual's~~individual's complaints and unanticipated events requiring law enforcement involvement with Crystal ~~River's~~River's City Manager. The Sheriff or ~~Sheriff's~~Sheriff's designee will attend

regular City Council meetings and staff meetings when requested consistent with Crystal ~~River's~~River's right to control and supervise the law enforcement services provided pursuant to this Agreement.

4. **ENHANCED SERVICES.** It is understood that enhanced services provided pursuant to this contract are over and above the level of services provided to ~~unincoporporated~~unincorporated Citrus County and the City as paid for through ~~County Property~~county property taxes.

5. **STAFFING LEVELS/COMMUNITY RESOURCE OFFICER (CRO)**.

a. The Sheriff will provide two (2) community resource officers (CRO) geographically assigned within the city limits of Crystal River to perform community-oriented policing services. One of the CROs will primarily be land-based and the second CRO (Marine CRO) will primarily be assigned to perform water-based ~~patrol~~patrols on and around Kings Bay within the incorporated boundaries of Crystal River. Water ~~patrol~~patrols will be provided primarily during busy times, such as weekends, holidays, special events and as otherwise necessary. The Marine CRO will only patrol the area on Kings Bay within the incorporated boundaries of Crystal River unless mutually agreed upon by the Sheriff and Crystal River. Both CROs will supplement each ~~other's~~other's duties as necessary. Both CROs will be trained and equipped to perform interactive and proactive patrols, and emerging practices, which may include but not limited to making contacts with citizens and businesses to build rapport to solve community crime problems, meeting with individuals to explain crime prevention techniques, and public safety concerns. ~~Sheriff agrees to provide advanced notice to the City Manager or designee at any time the community resource officers may find it necessary to be assigned for duty outside the Crystal River City limits;~~

b. The Sheriff will provide the necessary and appropriate level of enhanced law enforcement services in and for Crystal River by providing six (6) deputies with patrol vehicles for twenty~~-~~-four (24) consecutive hours each day to serve as law enforcement officers within Crystal River. Said deputies shall be provided within Crystal River based on one (1) deputy at all times, not to include the community resource officers, supplemented by scheduling overlap. The Sheriff will, to the extent practicable, maintain a consistent roster of the six deputies and provide the roster to the City Manager upon request. Sheriff will, to the extent practicable, maintain a roster as such that the minimum average tenure for a deputy assigned to Crystal River City is 12 months. Deputies assigned within Crystal River will not patrol unincorporated areas of the County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. ~~Sheriff agrees to provide advanced notice to the City Manager or designee at any time Crystal River is to be without at least one deputy within the city limits.~~

c. The Sheriff will provide two (2) part-time (minimum 20 hours per week per position) Public Service Officers for utilization in the enforcement of Crystal ~~River's~~River's Codes and Ordinances and provide general support to the ~~Sheriffs~~Sheriff's law enforcement efforts.

d. The Sheriff will provide one (1) full-time Records Clerk.

e. The Sheriff, or his designee, will meet quarterly, or more often as necessary if the need arrives, with the City Manager to review the progress of this contract, review and develop schedules and work programs to best fit the needs of Crystal River, and review crime statistics and trends. ~~Sheriff agrees to provide advanced notice to the City Manager or designee at any time there is a deviation from the aforementioned agreed upon schedule and/or work program that would result in a reduction of the number of deputies working within the City.~~

f. The Sheriff will provide supervision of deputies, interactive community service to communicate law enforcement activities to City businesses and residents, school security services, investigative services, and public relations. Deputies, CROs and PSOs shall also be authorized, and will be expected, to enforce all City regulations, ordinances and codes to include writing Crystal River City citations, both on and off the water. ~~During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings,~~

~~hazardous waste spills, nuclear accidents, chemical accidents and other occurrences of similar scope and magnitude, the Citrus County Sheriff's Office shall provide such additional deputies and additional response as is warranted by the event according to standard law enforcement practices.~~

g. The Sheriff will make all basic services of the ~~Sheriffs~~Sheriff's Office available to Crystal River during the term of this Agreement at the same level of service provided to the unincorporated areas of Citrus County. These services include but are not necessarily limited to marine patrol, K-9, helicopter patrol, detective division, vice and narcotics unit, forensics, S.W.A.T., hostage negotiation/crisis team, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of Crystal River's vehicular traffic. Any specific problems with marine infractions that are reported to the Sheriff will be handled as a law enforcement complaint or as a code enforcement complaint as appropriate.

~~a. The Sheriff will provide technical assistance to Crystal River in it's effort's to establish new or updateded codes, ordinances, and policies that would be enforced under this contract as to improve compliance and enforceability.~~

6. **ANCILLARY SCHOOL CROSSING GUARD SERVICES.**

a. The School Crossing Guards shall remain employees of the Sheriff's Office and will remain under direct supervision, control and chain of command of the Sheriff. The Sheriff shall be responsible for the recruitment and performance evaluation of the School Crossing Guards.

b. If the principal of a school believes that a School Crossing Guard assigned to that school has not been performing his/his duties in a professional and responsible manner, the principal may report and recommend to the Sheriff and/or his designee that the School Crossing Guard be removed or reassigned in a manner that the Sheriff deems just and proper.

c. The Sheriff, with permitted input from the principal at each school, will determine the number of personnel needed at each post/zone/time to successfully execute

the obligations of this ancillary crossing guard service and meet the desired safety conditions for the various schools and at the various times as noted in the School Zone/Times schedule attached hereto and incorporated herein by reference as Exhibit "A."

~~6.7.~~ **CONSIDERATION.**

a. Crystal River shall pay to the ~~Citrus~~ County ~~Board of County Commissioners~~, as payment in full for the enhanced law enforcement and ancillary school crossing guard services described herein, and agreed to be performed by the Sheriff, the sum of ~~Nine Hundred Sixty-Four Thousand, Five Hundred Sixty-Six and No~~one million four hundred thirty four thousand five hundred sixty five and 65/100 ~~Dollars ($964,566.00.)~~dollars ($1,434,565.65) for the term October 1, ~~2019~~2025, through September 30, ~~2020~~2026, to be paid in twelve (12) equal monthly installments beginning October 1, ~~2019~~2025, and continuing on the first day of each month thereafter.

b. Crystal River shall provide and fully maintain two (2) agreed upon ~~Watercrafts~~watercrafts for use on City waters to assist in enforcing marine and waterway violations as well as boater safety inspections.

~~7.~~8. **LAWS ENFORCED.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within Crystal River, and Crystal River municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The City shall be responsible for the prosecution of any such violators of municipal ordinances. The Sheriff shall, to the extent provided by federal and/or state law, enforce applicable federal and/or state law as well as county or Crystal River city ordinances within federal or state lands, waters or preserves within Citrus County.

~~ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Crystal River City Ordinances within Federal or State lands, waters or preserves within Citrus County.~~

~~8.~~9. **FINES AND FORFEITURES**.

a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Citrus County, Florida and designated for use by Crystal River pursuant to ~~F.S.~~section 943.25, Florida ~~Statutes~~Statute, shall be assigned by Crystal River to Sheriff for payment directly from the Clerk of the Court for Citrus County, Florida to Sheriff. Crystal River hereby authorizes~~,~~ empowers and assigns Sheriff to take such actions on behalf of Crystal River to obtain such funds directly from the

Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of Crystal River. The Sheriff will request from the Clerk of Courts a report to provide to the ~~the~~ City Manager on a quarterly basis of the collections from this fund as they relate to Crystal River specifically.

b. Fines. Pursuant to ~~Section~~section 316.660, Florida ~~Statutes~~Statute, Crystal River hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of Crystal River to obtain such funds directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the benefit of Crystal River. The Sheriff will request from the Clerk of Courts a report to provide to the City Manager on a Quarterly basis of the collections from this fund as they relate to Crystal River specifically.

~~b. Seized Funds. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statues within Crystal River and subsequently forfeited to Sheriff shall be deposited in a special law enforcement trust fund established by Citrus County, Florida and notification will be made to City Manager of said funds. Proceeds therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. Such funds may be expended upon request by the Sheriff to the Citrus County Board of County Commissioners pursuant to section 932.705, Florida Statutes. The Sheriff will make a good faith effort to ensure that any request for expenditure of funds seized within the city limits of Crystal River is intended to benefit Crystal River or, when possible, directed to fund projects identified by Crystal River as priorities.~~

~~c.~~ Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with Crystal River and, to the extent allowable by law, act as the law enforcement agent on behalf of Crystal River in the continued application, maintenance, and accounting of grants and entitlements ~~as well as aggressively pursuing additional grant program funds as they become available.~~. Crystal River will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and Crystal River.

~~9.~~10. ~~:~~**PERFORMANCE REPORTS AND CRIME REPORTING**. The Sheriff shall maintain performance reports and statistical records regarding police activity within Crystal River and shall provide such to Crystal River ~~so that Crystal River may review Sheriff's performance under this Agreement.~~. These records will include, but will not necessarily be limited to, the number and type of crimes committed, the number of arrests made for each type of crime, the number of calls for service, offense reports, alarm responses, location and nature of calls, response times, number and type of traffic or marine patrol citations number and type of vehicle accidents, and number and type of Crystal River City code

violations. The Sheriff or his designee will present these performance reports and statistical records to Crystal River City Council at least once each quarter. Records shall also be provided in a format that is readily publishable to the City's website.

c. Additionally, the sheriff shall, upon request of the City Manager, make available to the City Manager daily Computer Aided Dispatch (CAD) reports and Law Enforcement Records Management System (LERMS) reports occurring in Crystal River of all deputies assigned to this contract and not assigned to the contract on specified random dates.

2. **HIRING DECISIONS.** The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees.

3. **VEHICLES/PERSONAL PROPERTY.** It is specifically intended by the parties that certain personal property owned by Crystal River was transferred to Sheriff for the Sheriff's use in benefit of Crystal River during the term of the initial Agreement Qanuary 14, 2008). The parties anticipate that Sheriff will use, maintain and replace such property during the term of this Agreement. At the conclusion of this Agreement, such property or replacements of proportionate equivalency and utility will be returned to Crystal River in substantially similar condition as when transferred to Sheriff. Any remaining lease payments, for vehicles procured by the Sheriff for the benefit of Crystal River pursuant to this Agreement, will be assumed by Crystal River until such leases are satisfied. If Sheriff determines such property is no longer needed, damaged beyond repair, or no longer useful, Sheriff may dispose of such property and apply any proceeds to other such property as is needed for the benefit of Crystal River.

10.11. **UNIFORMS AND VEHICLE MARKINGS.** The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs and School Crossing Guards performing law enforcement services under this Agreement and the marking of patrol units, however, the Sheriff agrees to place the Crystal River Insignia, as shown on Exhibit "A", on public service officer's vehicles and community resource officers' officers' vehicles associated with this contract. The insignia shall aesthetically fit the current decal scheme and be no less than 8" " in diameter and displayed on each side of the vehicle.

12. **INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of Sheriff's Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time

shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall ~~indemnify and~~ hold Crystal River harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims~~,~~ and demands~~, costs and expenses,~~ of any kind whatsoever, in law or in equity, which may result from or arise out of ~~Sheriff's use of Crystal River property or the intentional or~~Sheriff's negligent acts of the Sheriff, ~~Sheriff's~~Sheriff's deputies and ~~Sheriff's~~Sheriff's employees. Crystal River agrees to ~~indemnify and~~ hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims~~,~~ and demands~~, costs and expenses,~~ of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted

by Crystal River and enforced by the Sheriff or from acts or omissions attributable to Crystal River that occurred prior to the execution of this Agreement, and Crystal River agrees to the extent provided by Florida law, to indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of Ordinances enacted by Crystal River and enforced by the Sheriff or from acts or omissions attributable to Crystal River that occurred prior to the ~~execution of this Agreement~~commencement of the term for the provision of law enforcement services as expressed herein. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Crystal River to the extent provided by Florida law. The Sheriff agrees to name the City of Crystal River as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the City of Crystal River a copy of same. By agreeing to the provisions of this paragraph ~~13~~, the ~~parties~~Parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and City intend to avail themselves ~~to the benefits~~ of ~~Section~~section 768.28, Florida Statute, and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to insure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, Crystal River ~~shall~~ have the duty to continue to defend any actions including workers compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

~~11.~~13. **REVENUE SOURCES**. The ~~parties~~Parties agree that this Agreement does not constitute a general indebtedness of Crystal River within the meaning of ~~anyconstitutiona~~any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the ~~parties~~Parties that neither the Sheriff nor ~~Citrus~~ County will ever have the right to require or compel the exercise of ad valorem taxing power of Crystal River or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the ~~parties~~Parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of Crystal River, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of Crystal River and Citrus County.

~~12.~~14. **NOTICES**.

a. All notices, requests, consents and other communications required or permitted under this ~~agreement~~Agreement shall be in writing (including electronic mail or

facsimile) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by ~~Registered~~registered or ~~Certified Mail~~certified mail (postage pre-paid), ~~Return Receipt Requested,~~return

receipt requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

If to CITRUS COUNTY: ~~Randy Oliver~~Steven Howard, County Administrator and Denise Lyn, County Attorney, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450.

If to CITY OF CRYSTAL RIVER: ~~Ken Frink~~Audra Curts, City Manager, and ~~Jennifer Rey, City Attorney, The Hogan Law Firm, 20 S. Broad Street, Brooksville, FL 34601~~Robert Batsel Jr., 1531 Southeast 36th Avenue, Ocala, Florida 34471.

If to CITRUS COUNTY SHERIFF: ~~Mike Prendergast~~David Vincent, Sheriff, and ~~Robert W. Batsel, Jr.,~~Charles Hughes, General Counsel, Citrus County ~~Sheriffs~~Sheriff's Office, 1 Dr. Martin Luther King Jr., Avenue, Inverness, Florida 34450.

b. Each such notice shall be deemed delivered:

i. On the dated delivered if by personal delivery;

ii. On the date facsimile transmission occurs if by facsimile, unless such date is not a business day, or such transmission occurs after 5:00 p.m., in which case such notice shall be deemed delivered on the business day immediately following the day on which the facsimile transmission occurs; and

iii. If the notice is mailed, on the earlier of: (a) ~~11? e~~the date upon which the ~~Return Receipt~~return receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.

c. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.

d. If the above provisions require notice to be delivered to more than more person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.

~~13.~~15. **TERM**. This Agreement shall take effect on October 1, ~~2019~~2025, at 12:01

a.m. and continue in effect thereafter through September 30, ~~2020~~2026. This Agreement shall automatically renew for additional 12-month terms, unless either party sends a notice as

provided for herein to the non-terminating party of its intent to terminate, no less than ninety (90) days and no more than one hundred and fifty (150) days prior to the expiration of the term then in effect. Notwithstanding the foregoing, the Sheriff reserves the right to notify the City no later than June 1 of the current term, of the consideration required to fund the next term of this Agreement. The City shall agree in writing to the required consideration no later than July 15. In the event the Sheriff and the city cannot agree of the consideration to be paid, this Agreement and any renewals hereof shall terminate effective 11:59 p.m., September 30, of the term then in effect.

4. **BOCC JOINDER:** The Citrus County Commissioners hereby joins in the execution of this Agreement to indicate its concurrence with the terms and provisions hereof and its support for the plan set out herein. Said Board agrees to amend the Citrus County Sheriffs Office budget, after payments of the referenced amounts herein by Crystal River, to provide the funds necessary to accomplish the purposes of this Agreement and agrees to cooperate in every way reasonably possible to ensure that the purposes stated herein are fulfilled.

14.16. **NO PROHIBITIONS**. Each partyParty represents unto the other that there are no lawful prohibitions, whether grounded in Federal, State, Countyfederal, state, county or Municipalmunicipal law, which prevents either party from entering into this Agreement. Further, and to the extent provided by Florida law, each party agrees to defend, indemnify and hold each other harmless should any challenge of whatever nature be brought challenging the right or ability of the City of Crystal River, the Citrus County Sheriff's OfficeSheriff, or Citrus County to enter into this Agreement.

15.17. **NO UNINTENDED BENEFICIARIES**. In no event shall this Agreement confer upon any third person, corporation or entity the right to any cause of action or damages against any party hereto.

16.18. **SCOPE OF AGREEMENT**. This document reflects the full and complete understanding of the partiesParties, supersedes any other agreements entered into by and between the partiesParties hereto and may be modified or amended only by a written document signed by all of the partiesParties hereto.

17.19. **GOVERNING LAW**. This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Fifth Judicial Circuit, in and for Citrus County, Florida.

18.20. **JOINT USE**. In further effort to ensure the success and continuity of this

undertaking, ~~the City~~Crystal River agrees to make office space available in its City Hall for the ~~Sheriffs Office~~ Sheriff to conduct ~~of~~ law enforcement ~~purposes~~. It is contemplated by the ~~parties~~Parties hereto that this space ~~shall be that which is currently occupied by~~ temporarily remains as office space to house the supervisory members of the ~~Sheriffs~~Sheriff's Office assigned to oversee the administrative task necessarily accompanied as directed in this Agreement. Upon completion of a "new" City Hall facility, Crystal River agrees to provide sufficient space for the complete recreation of a Sheriff's Office ~~as of the date of execution~~substation, sufficient in size to provide office space for all staff members to carry out the requirements of this Agreement. The Sheriff agrees to pay for any utility expenses related to their use of this office space, including, but not limited to, electricity, water, sewer, and telephone services. The Sheriff

has the right to make internal modifications to this office space to meet their needs, however, these modifications must (i) be made at the ~~Sheriff's~~Sheriff's expense, and (ii) shall be approved by the ~~City~~Crystal River for the purpose of ensuring that the modifications do not diminish the structural integrity of City Hall. ~~City of~~ Crystal River shall be responsible for all repairs to the structure of the building, to include the roof, ~~walls~~walls, and other basic structural components.

IN WITNESS WHEREOF, the ~~parties~~Parties to this Agreement have caused the same to be signed by their duly authorized representatives this _____ ~~\ day of~~ day of ~~N V:::::~~ ~~, 2019~~ _____, 2025.

CITY OF CRYSTAL RIVER, FLORIDA~~, a Florida municipal corporation~~

_____ _____

_____

~~MAIN STREET/LINE STREET CITRUS HIGH~~		~~8:30am – 9:30am~~ ~~3:00pm – 4:00pm~~
~~ELLA STREET/TURNER CAMP RD. INVERNESS MIDDLE SCHOOL~~		~~7:00am – 8:00am~~ ~~1:50pm – 2:50pm~~

NE 8th Ave & 7th St/ Crystal River Primary		8:30am – 9:30am 3:00pm – 4:00pm
NE 8th Ave & Crystal St./ Crystal River Primary		8:30am – 9:30am 3:00pm – 4:00pm

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 10.B.**

Requested Motion: Motion to adopt Resolution No. 25-R-23 and award a contract to Sean M. Gerrits, Inc. for Surface Depression Restoration in accordance with R.F.P. No. 25-RFP-05 in an amount not to exceed $297,710.50

Summary:
During the storm event Hurricane Helene, staff identified a number of surface depressions impacting several city roads and R.O.W.s. In accordance with our purchasing policy and continuing professional services agreement, these areas were investigated by Kimley-Horn, along with Geo-Tech. The reports identified three major areas needing restoration, with one more still under investigation. The city issued a Request for Proposals (R.F.P.) on June 6th, 2025, and the opening was held on June 23rd, 2025. The City received a total of 3 proposals, also reviewed by Kimley-Horn, and all were deemed responsive bids. Attached, is a bid tabulation of the submitted proposals.

Based on staff review of the submitted documents, Sean M. Gerrits, Inc. has been determined to be the lowest responsive bidder, with a base bid amount of $294,350.50 and an alternative bid of $297,710.50. The total costs listed in the proposal (base and alternative) included the $11,000.00 geotechnical allowance. Staff recommends issuing a Notice
of Intent to Award to Sean M. Gerrits, Inc. for completion of this project.

Staff Recommendation:
Adoption of Resolution No. 25-R-23 and award of a contract to Sean M. Gerrits, Inc. for Surface Depression Restoration in accordance with R.F.P. No. 25-RFP-05 in an amount not to exceed $297,710.50

Project Cost:
$297,710.50

Funding Source:
001-01599-49013-HELEN (General Fund Non-Departmental - Hurricane Expenses)

Amount Available:
$292,569.17

Funding Source:
001-01541-49013-HELEN (General Fund Roads & Streets - Hurricane Expenses)

Amount Available:
$5,141.33

ATTACHMENTS:
Description

Lts250625ajg_25-RFP-5_Bid Recommendation.pdf
RESOLUTION_#25-R-23 Sean Gerrits Surface Depression Restoration 7-14-2025.doc
BA #21434 Res #25-R-23 Sean Gerrits, Inc Surface Depression 25-RFP-05 7-14-2025.pdf

June 27, 2025

Mr. Troy Slattery
City of Crystal River
123 NW HWY 19
Crystal River, FL 34428

RE: ***Crystal River Surface Depression Restoration 25-RFP-5 Bid Recommendation Letter***
Kimley-Horn Project No. 142004038

Dear Mr. Slattery:

Kimley-Horn reviewed the construction bids received for the above-referenced Project. As of the deadline on June 23, 2025, at 11:00 am, 3 bids were received and opened at 11:05 am. The bids received were all responsive bids. Attached is a bid tabulation of the submitted bids.

Based on our review of the submitted documents, Sean M. Gerrits, Inc. is the lowest responsive bidder, with a base bid amount of $294,350.50 and an alternative bid of $297,710.50. The bid amounts evaluated includes the $11,000.00 geotechnical allowance. Kimley-Horn does not object to the City issuing a Notice of Intent to Award to Sean M. Gerrits, Inc. for this Project.

Sincerely,
KIMLEY-HORN

Alan J. Garri, PE

AJG/sab

Attachment: Bid Tabulation

Cc: File

https://kimleyhorn.sharepoint.com/sites/AlanGarrisTeamCoordination/Shared Documents/General/Crystal River Geotech 142004038/Documents/Bid Admin/Bid Rec Letter/Lts250625ajg_25-RFP-5_Bid Recommendation.docx

BID FORM
CITY OF CRYSTAL RIVER
SURFACE DEPRESSION RESTORATION

PAY ITEM #:	DESCRIPTION:	QTY:	UNIT:	UNIT COST:	TOTAL COST:	UNIT COST:	TOTAL COST:	UNIT COST:	TOTAL COST:
GENERAL				Hartman Civil		Sean M. Gerrits, Inc.		KM2H, LLC	
1	MOBILIZATION FOR ALL THREE SITES	1	LS	$ 17,048.00	$ 17,048.00	$ 7,500.00	$ 7,500.00	$ 35,900.00	$ 35,900.00
2	BONDS AND INSURANCE FOR ALL THREE SITES	1	LS	$ 12,000.00	$ 12,000.00	$ 2,500.00	$ 2,500.00	$ 17,000.00	$ 17,000.00
3	MAINTENANCE OF TRAFFIC FOR ALL THREE SITES	1	LS	$ 6,000.00	$ 6,000.00	$ 12,000.00	$ 12,000.00	$ 8,000.00	$ 8,000.00
4	SURVEY LAYOUT AND RECORD DRAWINGS FOR ALL THREE SITES	1	LS	$ 12,000.00	$ 12,000.00	$ 11,000.00	$ 11,000.00	$ 14,000.00	$ 14,000.00
5	PROFESSIONAL SITE VIDEO TAPING (PRE & POST CONSTRUCTION) FOR ALL THREE SITES	1	LS	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 2,900.00	$ 2,900.00
	Restoration per Report No. 25-1729.124.1 for NE 10th Street								
6	EXCAVATION AND DISPOSAL OF UNSUITABLE SOILS	10	CY	$ 200.00	$ 2,000.00	$ 58.00	$ 580.00	$ 550.00	$ 5,500.00
7	SANDY CLAY BACK FILL AND COMPACTION	7	CY	$ 180.00	$ 1,260.00	$ 114.00	$ 798.00	$ 550.00	$ 3,850.00
8	STRUCTURAL FILL MATERIAL AND COMPACTION	3	CY	$ 160.00	$ 480.00	$ 114.00	$ 342.00	$ 550.00	$ 1,650.00
ALT 7&8	EXCAVATABLE FLOWABLE FILL	10	CY	$ 550.00	$ 5,500.00	$ 450.00	$ 4,500.00	$ 220.00	$ 2,200.00
9	LIMEROCK -8 INCH THICK, LBR 100	7	CY	$ 250.00	$ 1,750.00	$ 68.00	$ 476.00	$ 550.00	$ 3,850.00
10	ASPHALT -1.25 INCH THICK, TYPE SP 9.5	2	TON	$ 750.00	$ 1,500.00	$ 1,125.00	$ 2,250.00	$ 5,200.00	$ 10,400.00
11	SOD AND RESTORATION	25	SY	$ 50.00	$ 1,250.00	$ 12.00	$ 300.00	$ 200.00	$ 5,000.00
	Restoration per Report No. 25-1729.126.1 for Copeland Park								
12	INJECTION PIPES - INCLUDES ALL WORK OUTLINED IN REPORT FOR PIPE INSTALTION	25	EA	$ 900.00	$ 22,500.00	$ 1,007.50	$ 25,187.50	$ 1,000.00	$ 25,000.00
13	GROUT	300	CY	$ 365.00	$ 109,500.00	$ 383.50	$ 115,050.00	$ 330.00	$ 99,000.00
13	LIMEROCK -8 INCH THICK, LBR 100	11	CY	$ 250.00	$ 2,750.00	$ 68.00	$ 748.00	$ 550.00	$ 6,050.00
14	ASPHALT -1.5 INCH THICK, TYPE SP 9.5	4	TON	$ 750.00	$ 3,000.00	$ 1,125.00	$ 4,500.00	$ 2,700.00	$ 10,800.00
14	SOD AND RESTORATION	26	SY	$ 50.00	$ 1,300.00	$ 12.00	$ 312.00	$ 200.00	$ 5,200.00
15	SIDEWALK - 4 INCH THICK / 5 FT WIDE	15	LF	$ 300.00	$ 4,500.00	$ 254.00	$ 3,810.00	$ 165.00	$ 2,475.00
15	PARKING LOT STRIPING - 6 INCH WIDE, WHITE THERMOPLASTIC	18	LF	$ 30.00	$ 540.00	$ 200.00	$ 3,600.00	$ 13.00	$ 234.00
16	STOP BAR STRIPING - 24 INCH WIDE, WHITE THERMOPLASTIC	12	LF	$ 50.00	$ 600.00	$ 200.00	$ 2,400.00	$ 26.00	$ 312.00
	Restoration for Report No. 25-1729.127.1 for Jim LeGrone Park								
17	INJECTION PIPES - INCLUDES ALL WORK OUTLINED IN REPORT FOR PIPE INSTALTION	18	EA	$ 900.00	$ 16,200.00	$ 643.50	$ 11,583.00	$ 700.00	$ 12,600.00
18	GROUT	180	CY	$ 365.00	$ 65,700.00	$ 383.50	$ 69,030.00	$ 330.00	$ 59,400.00
19	ASPHALT BASKETBALL COURT - 2 INCH THICK SP-9.5	4	TON	$ 750.00	$ 3,000.00	$ 1,125.00	$ 4,500.00	$ 2,600.00	$ 10,400.00
20	LIMEROCK -8 INCH THICK, LBR 100	8	CY	$ 250.00	$ 2,000.00	$ 68.00	$ 544.00	$ 500.00	$ 4,000.00
21	SOD AND RESTORATION	70	CY	$ 50.00	$ 3,500.00	$ 12.00	$ 840.00	$ 200.00	$ 14,000.00
	ALLOWANCE FOR GEOTECHNICAL ENGINEER MONITORING	1	LS	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00	$ 11,000.00
	BASE BID CONSTRUCTION TOTAL			**Hartman BASE**	**$ 304,378.00**	**Sean M. Gerrits BASE**	**$ 294,350.50**	**KM2H BASE**	**$ 368,521.00**
	ALTERNATE BID CONSTRUCTION TOTAL			**Hartman ALT**	**$ 308,138.00**	**Sean M. Gerrits ALT Bid**	**$ 297,710.50**	**KM2H ALT**	**$ 365,221.00**

Bidder	Stated Base Bid	Stated Bid Alternative	Actual Base Bid	Actual Bid Alt	Notes	PUBLIC ENTITY CRIMES	DRUG FREE	Addendum
Hartman Civil	$293,378.00	$297,138.00	$304,378.00	$308,138.00	Both actual vs stated is $11K difference which is the amount of	x	x	x
Sean M. Gerrits, Inc.	$294,350.00	$297,710.00	$294,350.50	$297,710.50		x	x	x
KM2H, LLC	$357,521.00	$354,221.00	$368,521.00	$365,221.00	Both actual vs stated is $11K difference which is the amount of	x	x	x

RESOLUTION 25-R-23

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, APPROVING A TRANSFER FROM THE GENERAL FUND HURRICANE HELEN EXPENSES IN THE AMOUNT OF $292,569.17 TO AWARD A CONTRACT TO SEAN M. GERRITS, INC. FOR THE SURFACE DEPRESSION RESTORATION PROJECT IN THE TOTAL AMOUNT OF $297,710.50.

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

WHEREAS, During the storm event Hurricane Helene, staff identified a number of surface depressions impacting several city roads and R.O.W.s. In accordance with our purchasing policy and continuing professional services agreement, these areas were investigated by Kimley-Horn, along with Geo-Tech. The reports identified three major areas needing restoration, with one more still under investigation. The city issued a Request for Proposals (R.F.P.) on June 6th, 2025, and the opening was held on June 23rd, 2025. The City received a total of 3 proposals, also reviewed by Kimley-Horn, and all were deemed responsive bids. Attached, is a bid tabulation of the submitted proposals; and,

Based on staff review of the submitted documents, Sean M. Gerrits, Inc. has been determined to be the lowest responsive bidder, with a base bid amount of $294,350.50 and an alternative bid of $297,710.50. The total costs listed in the proposal (base and alternative) included the $11,000.00 geotechnical allowance. Staff recommends issuing a Notice of Intent to Award to Sean M. Gerrits, Inc. for completion of this project; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 14th day of July 2025 that the Budget Amendment be made as shown in Exhibit A .

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

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2025.

Attest:_____ By:_____
Mia Fink, City Clerk Joe Meek, Mayor

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

VOTE OF COUNCIL:
Meek _____
Holmes _____

Satchell _____
Frink _____
Ensing _____

_____
Robert W. Batsel, Jr. City, Attorney

CRYSTAL RIVER CITY
JOURNAL ENTRY
JE: 0000021434

Post Date: 07/14/2025 Entered By: MRUSSELL
Entry Date: 07/08/2025 Journal: BA
Description: RES #25-R-23 SGERRITS, INC 25-RFP-05

GL #	Description	DR	CR
001-01541-49013-HELEN	SURFACE DEPRESSION RESTORATION	0.00	292,569.17
001-01599-49013-HELEN	SURFACE DEPRESSION RESTORATION	292,569.17	0.00
	Journal Total:	292,569.17	292,569.17

APPROVED BY: _____

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 10.C.**

Requested Motion: Motion to adopt Resolution No. 25-R-24 and authorize the Mayor to execute a purchase agreement and related closing documents for acquisition of the property located at 41 N. Crystal Street in the amount of $197,000

Summary:
Several months ago, staff identified a parcel of land located at 41 NE Crystal Street that is contiguous with the City-owned property located at 109 NE Crystal Street (historic train depot site). Staff determined that the parcel could be utilized for a variety of public purposes, including parking, and allow for greater accessibility to that portion of the downtown area, as well as greater utilization of existing public facilities, including the historic train depot site, and the Crosstown Trail.

Following discussions with the current property owner L&T Cattle, LLC (Justin Lamb), options related to acquisition of the parcel were identified and brought before Council for consideration at the City Council meeting held June9, 2025. Staff was authorized to proceed with negotiations of a purchase agreement for acquisition of the property located at 41 NE Crystal Street owned by L&T Cattle, LLC in the proposed amount of $197,000. Staff has received a partially executed purchase agreement and is now requested authorization for the Mayor to sign the agreement and any related closing documents associated with the purchase. Staff is also requesting Council adoption of a resolution appropriating funding in the amount of $197,000 to cover the purchase. Funding from the the Three Sisters Springs Enterprise Fund will be utilized, as the Three Sisters Springs Visitors Center operations will be relocated to the Historic Train Depot, with parking to be located on the newly purchased lot.

Staff Recommendation:
Adoption Resolution No. 25-R-24 and authorization for the Mayor to execute a purchase agreement and related closing documents for acquisition of the property located at 41 N. Crystal Street in the amount of $197,000

Project Cost:
$197,000.00

Funding Source:
407-47575-99020 (Three Sisters Undesignated Reserves)

Amount Available:
$535,576.61

ATTACHMENTS:
Description
L&T Cattle- Contract.pdf
RESOLUTION_#25-R-24 41 N Crystal St property acquisition 7-14-2025.doc
BA #21435 41 N Crystal St Land Purchase 7-14-2025.pdf

Commercial Contract

1. **PARTIES AND PROPERTY:** The City of Crystal River, a Florida municipal corporation **("Buyer")** agrees to buy and L & T Cattle LLC, a Florida limited liability company **("Seller")** agrees to sell the property at:

Street Address: 41 NE CRYSTAL ST , CRYSTAL RIVER, FL 34428

Legal Description: Lot 48 and the West 1/2 of 1st Avenue N.E., lying adjacent thereto, and Lots 49 and 50, and that part of 1st Avenue N.E. lying adjacent thereto, all in the Townsite of Crystal Park, as recorded in Plat Book 1, Page 2, Public Records of Citrus County, Florida; LESS the easterly 25 feet of Lot 50 deeded to the Atlantic Coastline Railroad and the following Personal Property: _____

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

2. PURCHASE PRICE: $ 197,000.00

(a) Deposit held in escrow by: Gooding & Batsel, PLLC ("Escrow Agent") (checks are subject to actual and final collection) $ 10,000.00

Escrow Agent's address: 1531 SE 36th Avenue, Ocala, FL 34471 Phone: 352-579-1290

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

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

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

(e) Other _____ $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 187,000.00

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

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before July 15, 2025, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on or before September 19, 2025 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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

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

5. THIRD PARTY FINANCING:

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

_____.

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

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

_____;

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

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☑ **Seller's** ☐ **Buyer's** expense and within 14 days after Effective Date or at least 45 days before Closing Date deliver to **Buyer** (check one) ☑ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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

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

(c) Survey: (check applicable provisions below)

(i.) ☑ **Seller** will, within 7 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: Phase 1 Environmental Site Assessment, prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

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

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

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

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

☑ **(b) Due Diligence Period: Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. DEFAULT:

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

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

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

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

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17. DISCLOSURES:

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

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

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

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

18. RISK OF LOSS:

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

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

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

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

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

(a) Seller's Broker: NA
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

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

(b) Buyer's Broker: NA
(Company Name) (Licensee)
(Address, Telephone, Fax, E-mail)

Buyer (_____) (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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

_____

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

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

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

23. ADDITIONAL TERMS:

The parties agree that Land Title of Citrus County, Inc. will act as the Closing Agent.

City's acceptance of this Contract is conditioned on City Council approval.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER

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ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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

By: _____ Date: _____
(Signature of Buyer

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

Title: Mayor _____ Telephone: _____

_____ Date: _____
(Signature of Buyer

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

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

By: _____ Date: 7/2/2025
(Signature of Seller)

Justin Lamb _____ Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: Manager _____ Telephone: _____

_____ Date: _____
(Signature of Seller)

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

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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RESOLUTION 25-R-24

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, APPROVING A TRANSFER FROM THE THREE SISTERS SPRINGS ENTERPRISE FUND UNDESIGNATED RESERVES IN THE AMOUNT OF $197,000 TO THE THREE SISTERS SPRINGS - LAND FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 41 N. CRYSTAL STREET FOR THE TOTAL AMOUNT OF $197,000.00.

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

WHEREAS, Several months ago, staff identified a parcel of land located at 41 NE Crystal Street that is contiguous with the City-owned property located at 109 NE Crystal Street (historic train depot site). Staff determined that the parcel could be utilized for a variety of public purposes, including parking, and allow for greater accessibility to that portion of the downtown area, as well as greater utilization of existing public facilities, including the historic train depot site, and the Crosstown Trail; and,

Following discussions with the current property owner L&T Cattle, LLC (Justin Lamb), options related to acquisition of the parcel were identified and brought before Council for consideration at the City Council meeting held June9, 2025. Staff was authorized to proceed with negotiations of a purchase agreement for acquisition of the property located at 41 NE Crystal Street owned by L&T Cattle, LLC in the proposed amount of $197,000. Staff has received a partially executed purchase agreement and is now requested authorization for the Mayor to sign the agreement and any related closing documents associated with the purchase. Staff is also requesting Council adoption of a resolution appropriating funding in the amount of $197,000 to cover the purchase. Funding from the the Three Sisters Springs Enterprise Fund will be utilized, as the Three Sisters Springs Visitors Center operations will be relocated to the Historic Train Depot, with parking to be located on the newly purchased lot; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 14th day of July 2025 that the Budget Amendment be made as shown in Exhibit A .

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

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2025.

Attest:_____ By:_____

Mia Fink, City Clerk

Joe Meek, Mayor

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

_____
Robert W. Batsel, Jr. City, Attorney

VOTE OF COUNCIL:
Meek _____
Holmes _____
Satchell _____
Frink _____
Ensing _____

CRYSTAL RIVER CITY
JOURNAL ENTRY
JE: 0000021435

Post Date: 07/14/2025 Entered By: MRUSSELL
Entry Date: 07/08/2025 Journal: BA
Description: RES #25-R-24 ACQUISITION 41 N CRYSTAL ST

GL #	Description	DR	CR
407-47575-61000	41 N CRYSTAL ST PROPERTY/TRAIN DEPOT SIT	0.00	197,000.00
407-47575-99020	41 N CRYSTAL ST PROPERTY/TRAIN DEPOT SIT	197,000.00	0.00
	Journal Total:	197,000.00	197,000.00

APPROVED BY: _____

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 10.D.**

Requested Motion: Citrus County Impact Fee Study Update

Summary:
The Board of County Commissioners of Citrus County and the City Council of the City of Crystal River have determined that future growth and new development should contribute its fair share of the cost of providing capital infrastructure improvements reasonably attributable to the future growth and impact-generating land development. The County and the City entered into an interlocal agreement for the collection and use of impact fees within the City on April 12, 2016.
Citrus County is in the process of updating their impact fees based on the findings of an impact fee study. This would result in an increase in impact fees charged for new impact-generating land development. This update follows the County's completion in an Extraordinary Needs Study dated May 30, 2023, that demonstrated the County is experiencing unusually rapid growth.
Citrus County will hold a second workshop on July 29, 2025, at 9:00a with a final decision made during the public hearing at 1:15p. If approved, these rates would go into effect 90 days after the approval on October 27, 2025.

ATTACHMENTS:
Description
Exh A- impact fee draft schedule Apr 2025.pdf
citrus_impact_fee_presentation_20250612.pdf

Total Impact Fee by Property Class

Schedule 17

Land Use	Schools Impact Fee Per Unit	Libraries Impact Fee Per Unit	Parks and Recreation Impact Fee Per Unit	Law Enforcement Impact Fee Per Unit	Transportation Impact Fee Per Unit	Public Buildings Impact Fee Per	Fire Impact Fee Per Unit	EMS Impact Fee Per Unit	Total Impact Fee Per Unit	Existing	Change %
Single Family	$5,298	$398	$698	$628	$6,604	$436	$402	$77	**$14,541**	*$ 7,949.00*	82.9%
Accessory Dwelling Unit	$1,526	$243	$426	$382	$1,965	$265	$243	$47	**$5,097**	*$ 2,976.00*	71.3%
Single Family Det., Age-Restricte	$0	$284	$498	$448	$2,095	$311	$287	$55	**$3,978**	*$ 2,658.00*	49.7%
Single Family Det., Low Income	$4,567	$318	$558	$502	$4,306	$348	$322	$61	**$10,982**	*$ 5,951.00*	84.5%
Multi Family	$3,128	$289	$506	$456	$2,579	$316	$292	$56	**$7,622**	*$ 4,049.00*	88.2%
Multi-Family, Age-Restricted	$0	$200	$351	$316	$953	$219	$202	$39	**$2,280**	*$ 1,713.00*	33.1%
Mobile Homes	$4,686	$399	$699	$629	$2,201	$436	$403	$77	**$9,530**	*$ 5,076.00*	87.7%
Hotel/Motel	$0	$0	$0	$263	$1,592	$182	$168	$32	**$2,237**	*$ 1,340.00*	66.9%
Retail/Commercial	$0	$0	$0	$848	$3,884	$588	$543	$104	**$5,967**	*$ 3,656.00*	63.2%
Office	$0	$0	$0	$403	$4,505	$279	$258	$49	**$5,494**	*$ 3,003.00*	83.0%
Industrial	$0	$0	$0	$117	$1,463	$81	$75	$14	**$1,750**	*$ 1,132.00*	54.6%
Warehouse	$0	$0	$0	$75	$742	$52	$48	$9	**$926**	*$ 565.00*	63.9%
Mini Warehouse	$0	$0	$0	$16	$630	$11	$10	$2	**$669**	*$ 404.00*	65.6%
Public/Institutional	$0	$0	$0	$171	$1,411	$118	$109	$21	**$1,830**	*$ 1,114.00*	64.3%



Citrus County, FL
Impact Fee Study

Stantec

Background

- Impact fees allow new development to *“pay its own way”*
  - Funds expansion related capital costs
  - Not for personnel, operations, maintenance, or replacement

- Without impact fees:
  1) Facilities may not be constructed
  2) Facilities may be funded by existing taxpayers



Background

- Citrus County charges 8 governmental impact fees based on a 2021 Study
  - EMS
  - Fire
  - Law Enforcement
  - Libraries
  - Parks and Recreation
  - Public Buildings
  - Schools
  - Transportation

Scope of Study: Re-calculate all existing impact fees

Background

Fee schedule (adopted in 2021)

	Single-Family	Multi-Family	Mobile Home Park	Retail/ Commercial
EMS	$62	$448	$59	$78
Fire	$281	$216	$268	$355
Law Enforcement	$416	$320	$397	$160
Libraries	$308	$237	$293	N/A
Parks & Recreation	$661	$509	$628	N/A
Public Buildings	$298	$229	$284	$377
Schools	$2,059	$1,035	$1,940	N/A
Transportation	$3,864	$1,455	$1,207	$2,320
Total	**$7,949**	**$4,049**	**$5,076**	**$3,656**

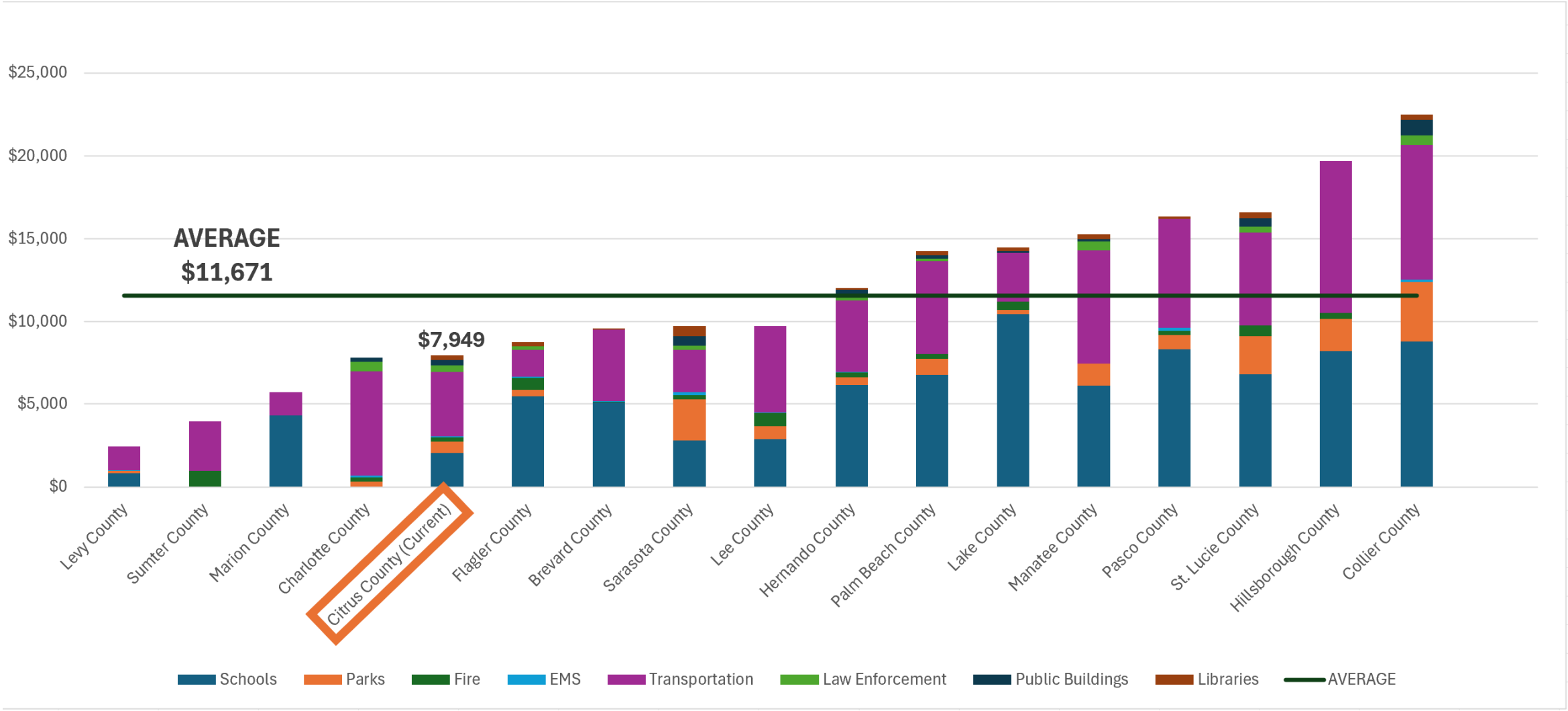
Residential: Dwelling Unit
Non-Res: 1,000 ft^2

Background

Fee schedule (adopted in 2021)

Land Use	Unit	Transportation	Schools	Parks	Library	Fire	EMS	Law Enforcemen	Public Buildings	Total
Single-Family Detached	Dwelling	$3,864	$2,059	$661	$308	$281	$62	$416	$298	$7,949
Accessory Dwelling Unit	Dwelling	$1,150	$593	$403	$188	$170	$38	$253	$181	$2,976
Single-Family, Low Income	Dwelling	$2,550	$1,778	$529	$246	$225	$50	$334	$239	$5,951
Single-Family, Age- Restricted	Dwelling	$1,216	$0	$469	$219	$200	$44	$297	$213	$2,658
Multi-Family	Dwelling	$1,455	$1,035	$509	$237	$216	$48	$320	$229	$4,049
Multi-Family, Age-Restricted	Dwelling	$636	$0	$350	$163	$150	$33	$222	$159	$1,713
Mobile Home Park	Pad/Space	$1,207	$1,940	$628	$293	$268	$59	$397	$284	$5,076
RV Park	Pad/Space	$1,207	0	0	0	$268	$59	$397	$284	$2,215
Hotel/Motel	Room	$993	0	0	0	$108	$24	$160	$115	$1,340
Retail/Commercial	1,000 sq ft	$2,320	0	0	0	$355	$78	$526	$377	$3,656
Office	1,000 sq ft	$2,368	0	0	0	$169	$37	$250	$179	$3,003
Industrial/Manufacturing	1,000 sq ft	$858	0	0	0	$73	$16	$108	$77	$1,132
Warehousing	1,000 sq ft	$442	0	0	0	$33	$7	$48	$35	$565
Mini Warehouse	1,000 sq ft	$385	0	0	0	$5	$1	$8	$5	$404
Public/Institutional	1,000 sq ft	$812	0	0	0	$80	$18	$119	$85	$1,114

Single Family Impact Fee Survey



Reforms to Florida Impact Fee Law



"Phase-In Limitations" on Impact Fee Increases

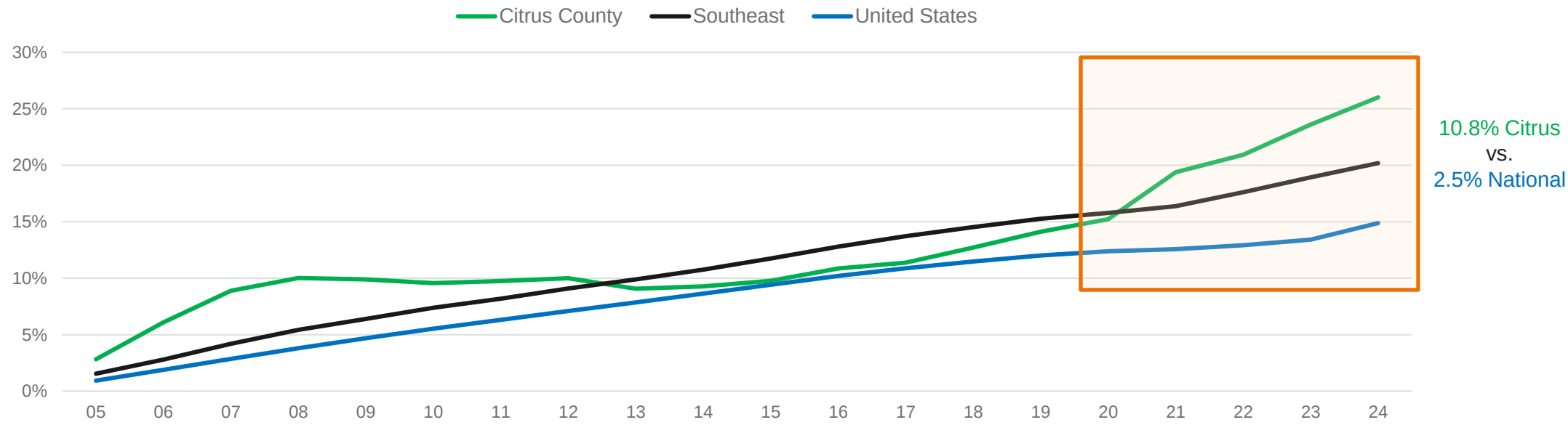
Exceeding the Limitations

1. A "Demonstrated Need" Study that outlines ***extraordinary circumstances***
2. Two publicly noticed workshops
3. Two-thirds approval

Extraordinary Circumstances

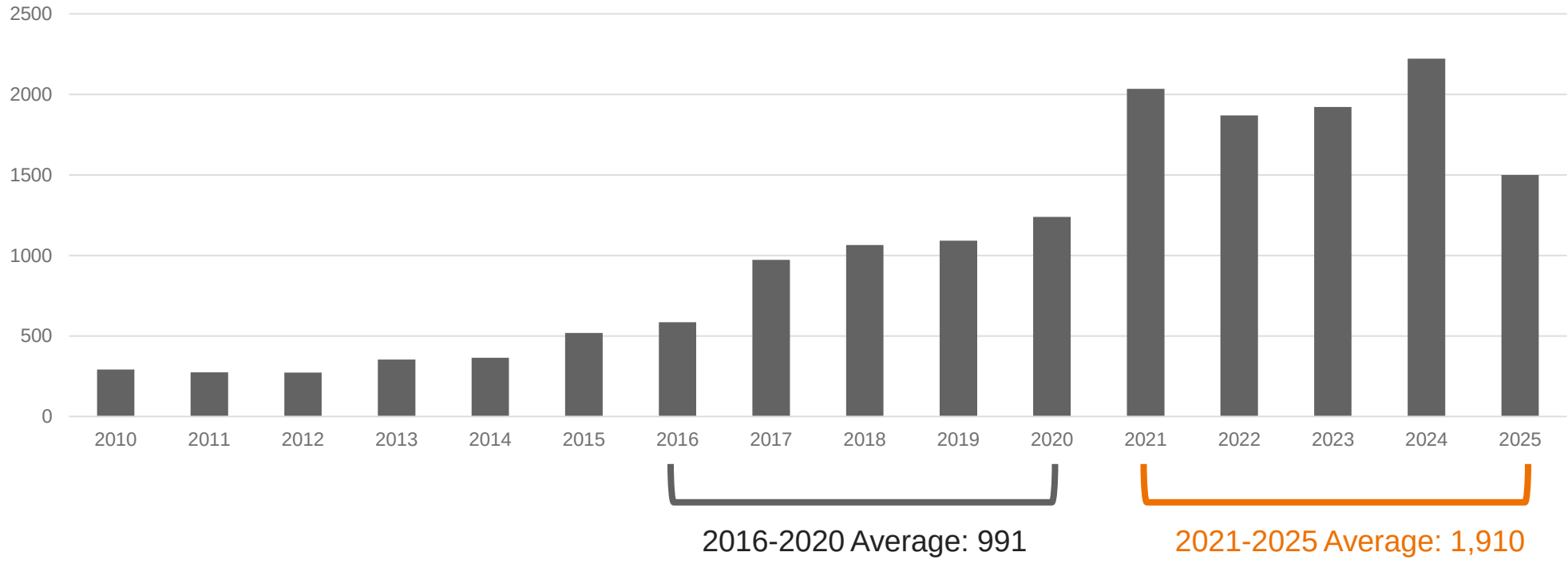
Population Growth, 2005-2024

- From 2021 to 2024 the County experienced population growth that exceeded regional and national averages.
- Sustained levels of significant population growth are beyond regional, and national trends and underscores the County's need to invest in its infrastructure to accommodate growth.



Extraordinary Circumstances

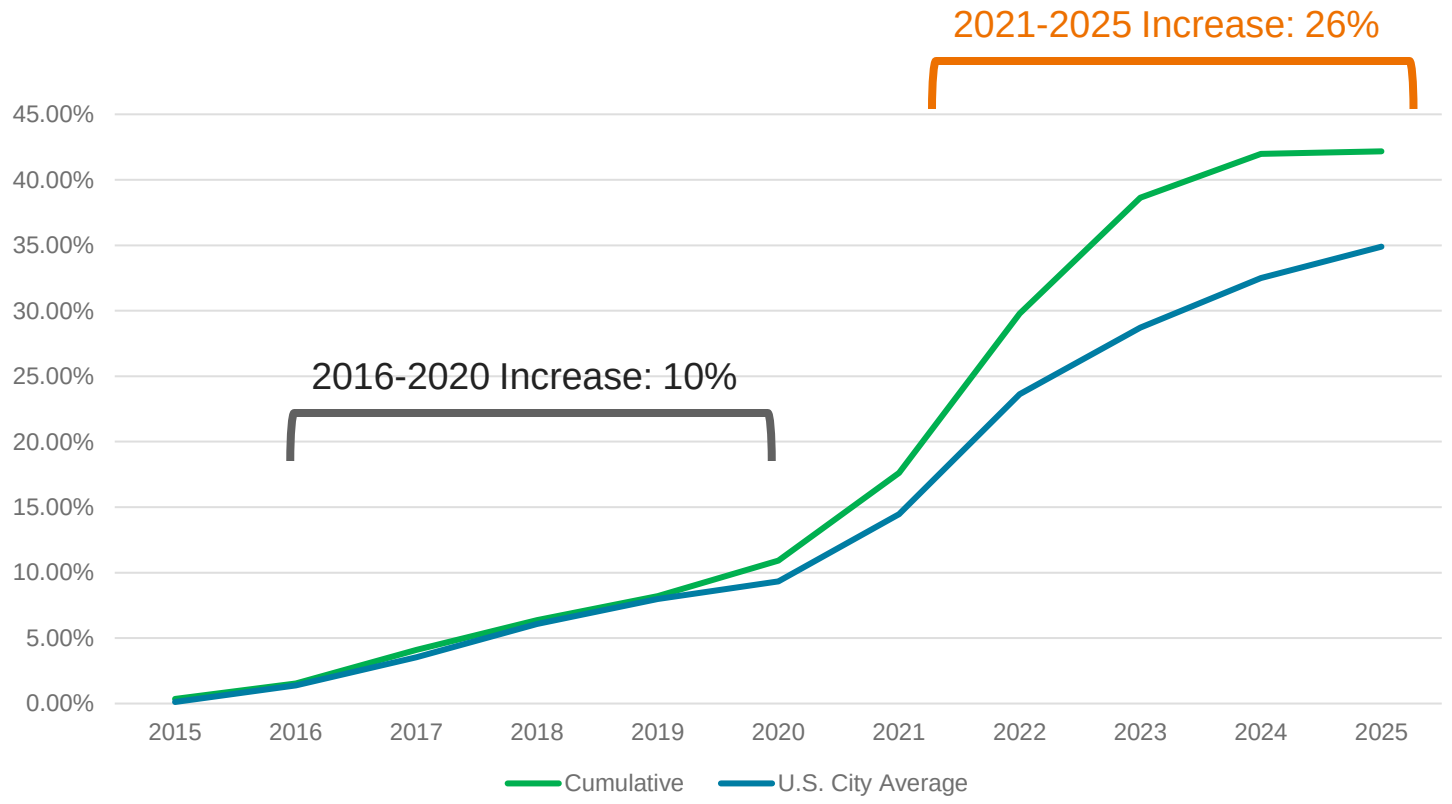
Housing Units Permitted, 2010-2025



Extraordinary Circumstances

Cost Increases, 2014-2025

- The Consumer Price Index (CPI) for the Tampa-St. Petersburg-Clearwater, FL region



Calculation

	Cost Basis *	Capacity	Method	Single Family Impact Fee	Existing Impact Fee	%
EMS	$7.6M	127,273	Existing	**$77.00**	$62.00	*24%*
Fire	$40.7M	129,923	Includes Growth	**$406.00**	$281.00	*45%*
Law Enforcement	$57.1M	127,273	Existing	**$581.00**	$461.00	*40%*
Libraries	$33.8M	108,130	Residential Only	**$405.00**	$308.00	*32%*
Parks & Recreation	$52.4M	95,491	Residential Only	**$710.00**	$661.00	*7%*
Public Buildings	$43.1M	127,723	Existing	**$439.00**	$298.00	*47%*

* Grants / Donated / Sales Tax Funding removed from Cost Basis

Calculation

	Net Cost/Student*	Student Generation Rate	Single Family Impact Fee	Existing Impact Fee	%
Schools	$25,213	0.210	**$5,298.00**	$2,059.00	*157%*

* Excludes State Funding and Capital Improvement Property Tax Credit

'21 Proposed	%
$4,117.00	*29%*

	Vehicle Miles of Travel **	Net Road Cost per VMT ***	Single Family Impact Fee	Existing Impact Fee	%
Transportation	35.23	$147.40	**$5,193.00**	$3,864.00	*34%*

** Based on assumptions from the ITE Trip Generation Manual and national surveys

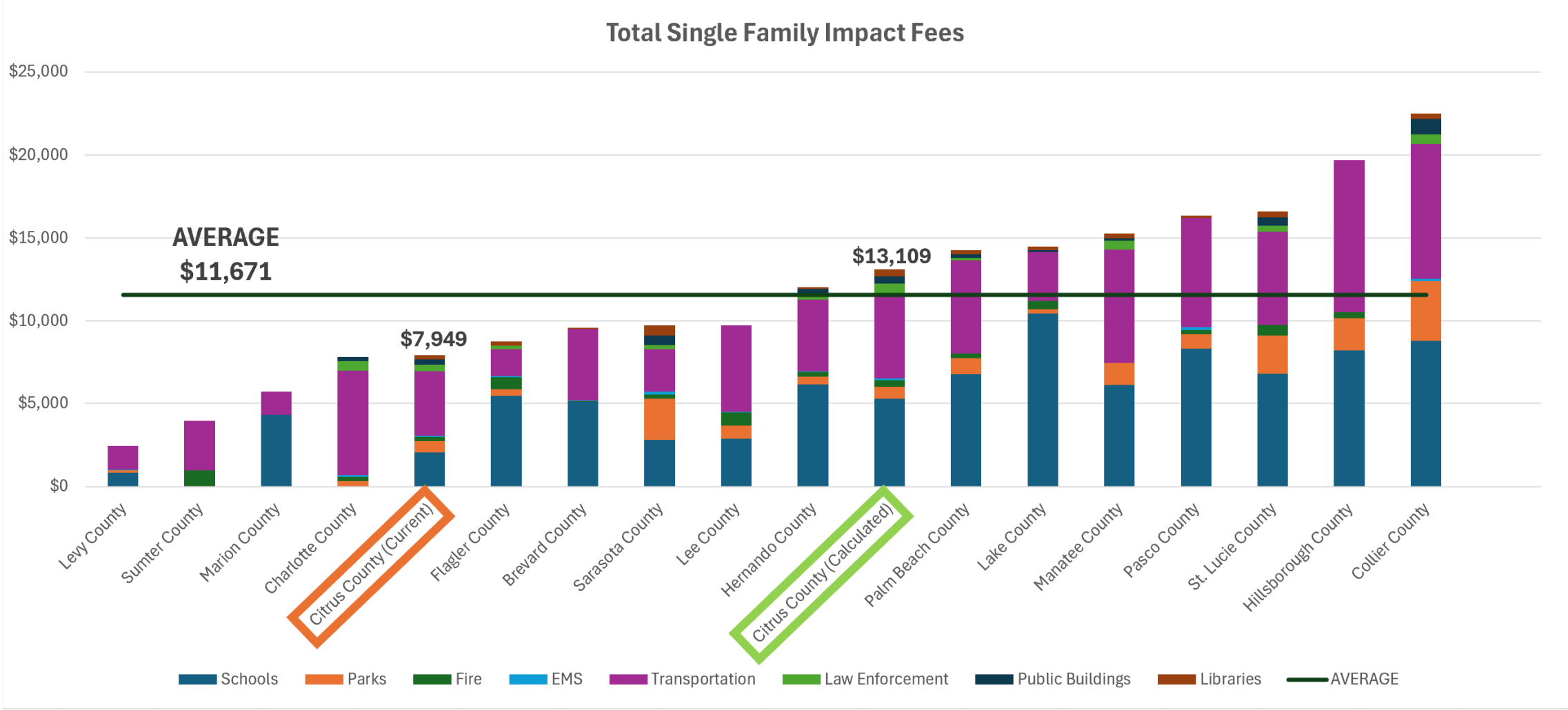
*** Excludes Debt / Sales Tax / Gas Tax

Proposed Fee Schedule

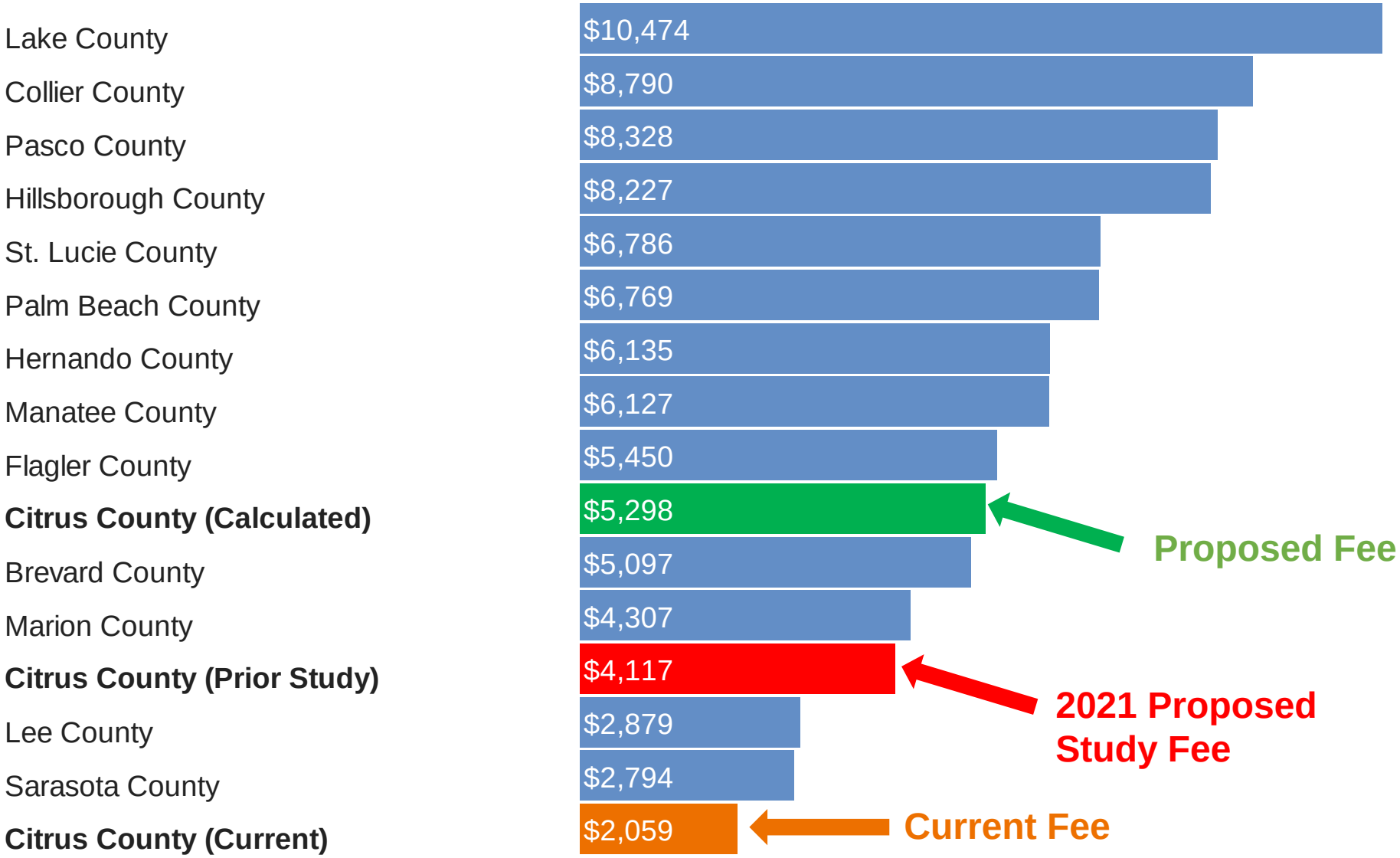
Land Use	EMS Impact Fee Per Unit	Fire Impact Fee Per Unit	Law Enforcement Impact Fee Per Unit	Libraries Impact Fee Per Unit	Parks and Recreation Impact Fee Per Unit	Public Buildings Impact Fee Per Unit	Schools Impact Fee Per Unit	Transportation Impact Fee Per Unit	Proposed Total Impact Fee Per Unit	Change %
Single Family	$ 77	$ 406	$ 581	$ 405	$ 710	$ 439	$ 5,298	$ 5,193	**$ 13,109**	64.9%
Accessory Dwelling Unit	$ 47	$ 246	$ 353	$ 247	$ 433	$ 267	$ 1,526	$ 1,545	**$ 4,664**	56.7%
Single Family Det., Age-Restricted	$ 55	$ 290	$ 414	$ 289	$ 507	$ 313	$ -	$ 1,647	**$ 3,515**	32.2%
Single Family Det., Low Income	$ 62	$ 325	$ 464	$ 324	$ 568	$ 351	$ 4,567	$ 3,425	**$ 10,086**	69.5%
Multi Family	$ 59	$ 311	$ 444	$ 310	$ 543	$ 336	$ 3,128	$ 2,030	**$ 7,161**	76.9%
Multi-Family, Age-Restricted	$ 41	$ 216	$ 308	$ 215	$ 377	$ 233	$ -	$ 749	**$ 2,139**	24.9%
Mobile Homes	$ 70	$ 369	$ 528	$ 368	$ 646	$ 399	$ 4,686	$ 1,732	**$ 8,798**	73.3%
Hotel/Motel	$ 33	$ 174	$ 248	$ -	$ -	$ 188	$ -	$ 1,203	**$ 1,846**	31.9%
Retail/Commercial	$ 107	$ 561	$ 802	$ -	$ -	$ 607	$ -	$ 5,257	**$ 7,334**	100.6%
Office	$ 51	$ 266	$ 381	$ -	$ -	$ 288	$ -	$ 3,835	**$ 4,821**	60.5%
Industrial	$ 15	$ 78	$ 111	$ -	$ -	$ 84	$ -	$ 1,455	**$ 1,743**	54.0%
Warehouse	$ 9	$ 50	$ 71	$ -	$ -	$ 54	$ -	$ 738	**$ 922**	63.2%
Mini Warehouse	$ 2	$ 11	$ 15	$ -	$ -	$ 12	$ -	$ 626	**$ 666**	64.9%
Public/Institutional	$ 21	$ 113	$ 161	$ -	$ -	$ 122	$ -	$ 1,545	**$ 1,962**	76.1%

Biggest Drivers

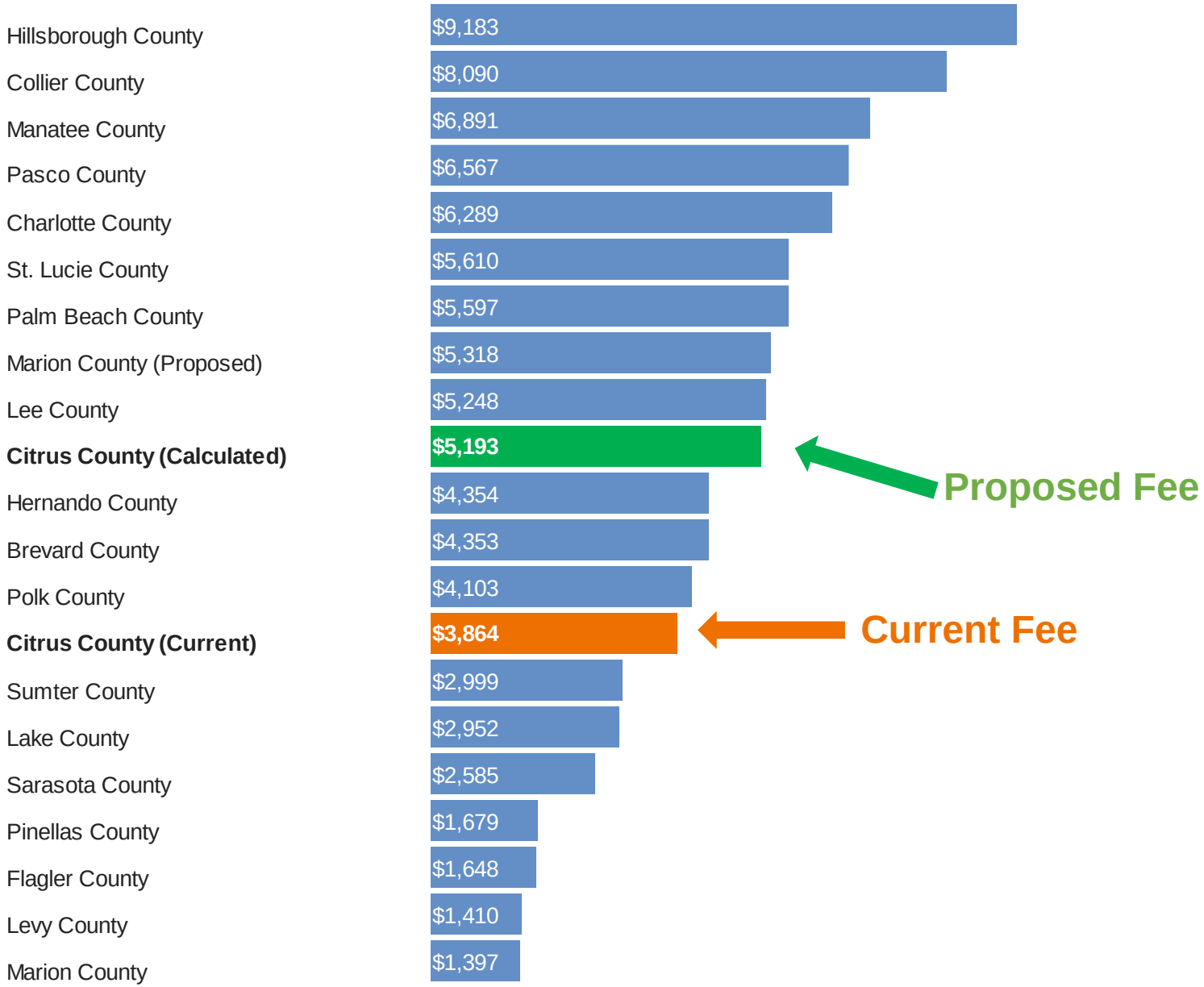
Land Use	Schools Impact Fee Per Unit	Transportation Impact Fee Per Unit
Single Family	157%	34%
Accessory Dwelling Unit	157%	34%
Single Family Det., Age-Restricted		35%
Single Family Det., Low Income	157%	34%
Multi Family	202%	40%
Multi-Family, Age-Restricted		18%
Mobile Homes	142%	43%
Hotel/Motel		21%
Retail/Commercial		127%
Office		62%
Industrial		70%
Warehouse		67%
Mini Warehouse		63%
Public/Institutional		90%


Total Single Family Impact Fees
$25,000
$20,000
$15,000
$10,000
$5,000
$0
AVERAGE
$11,671
$7,949
$13,109
Levy County
Sumter County
Marion County
Charlotte County
Citrus County (Current)
Flagler County
Brevard County
Sarasota County
Lee County
Hernando County
Citrus County (Calculated)
Palm Beach County
Lake County
Manatee County
Pasco County
St. Lucie County
Hillsborough County
Collier County
Schools
Parks
Fire
EMS
Transportation
Law Enforcement
Public Buildings
Libraries
AVERAGE

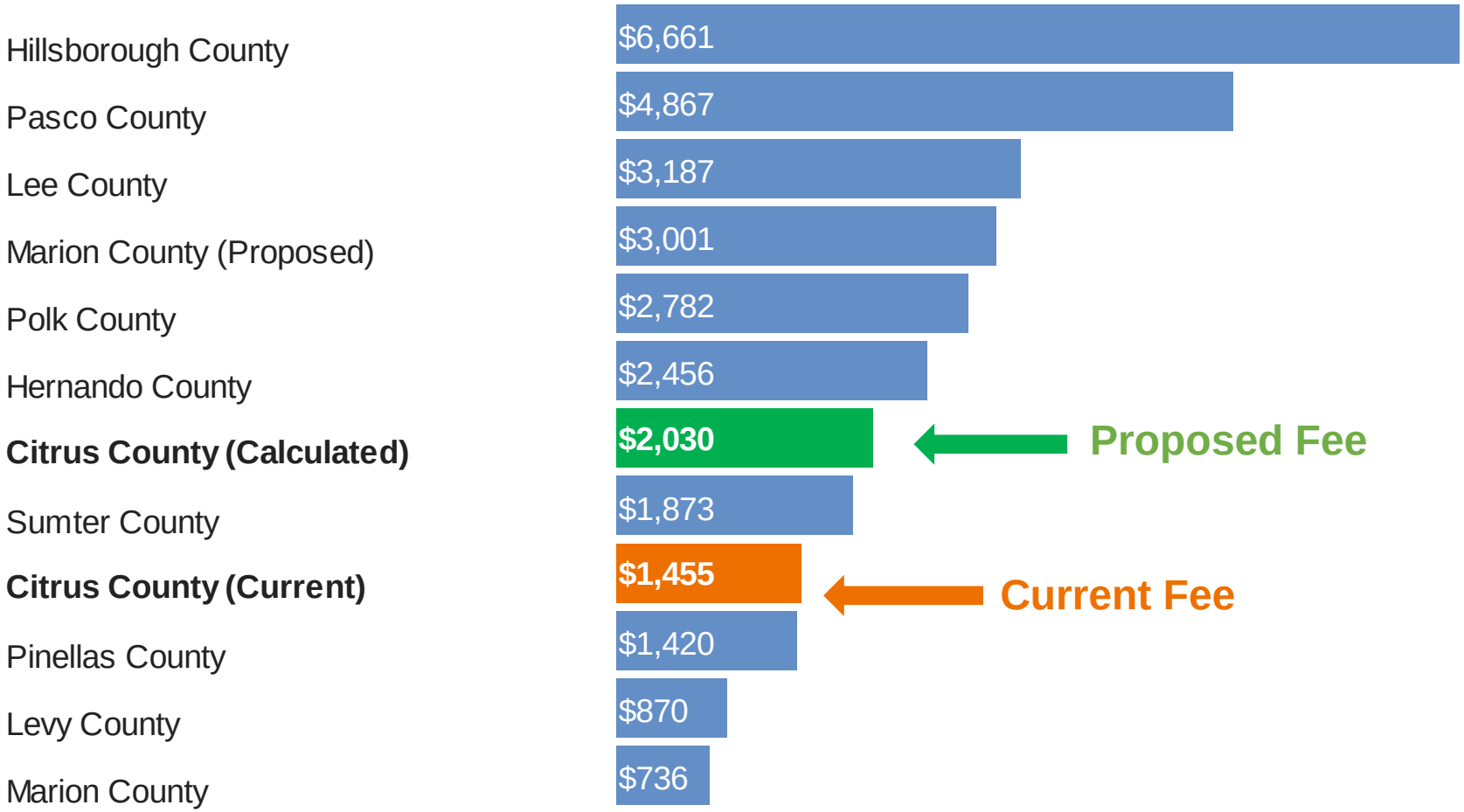
Single Family Schools Impact Fee Survey



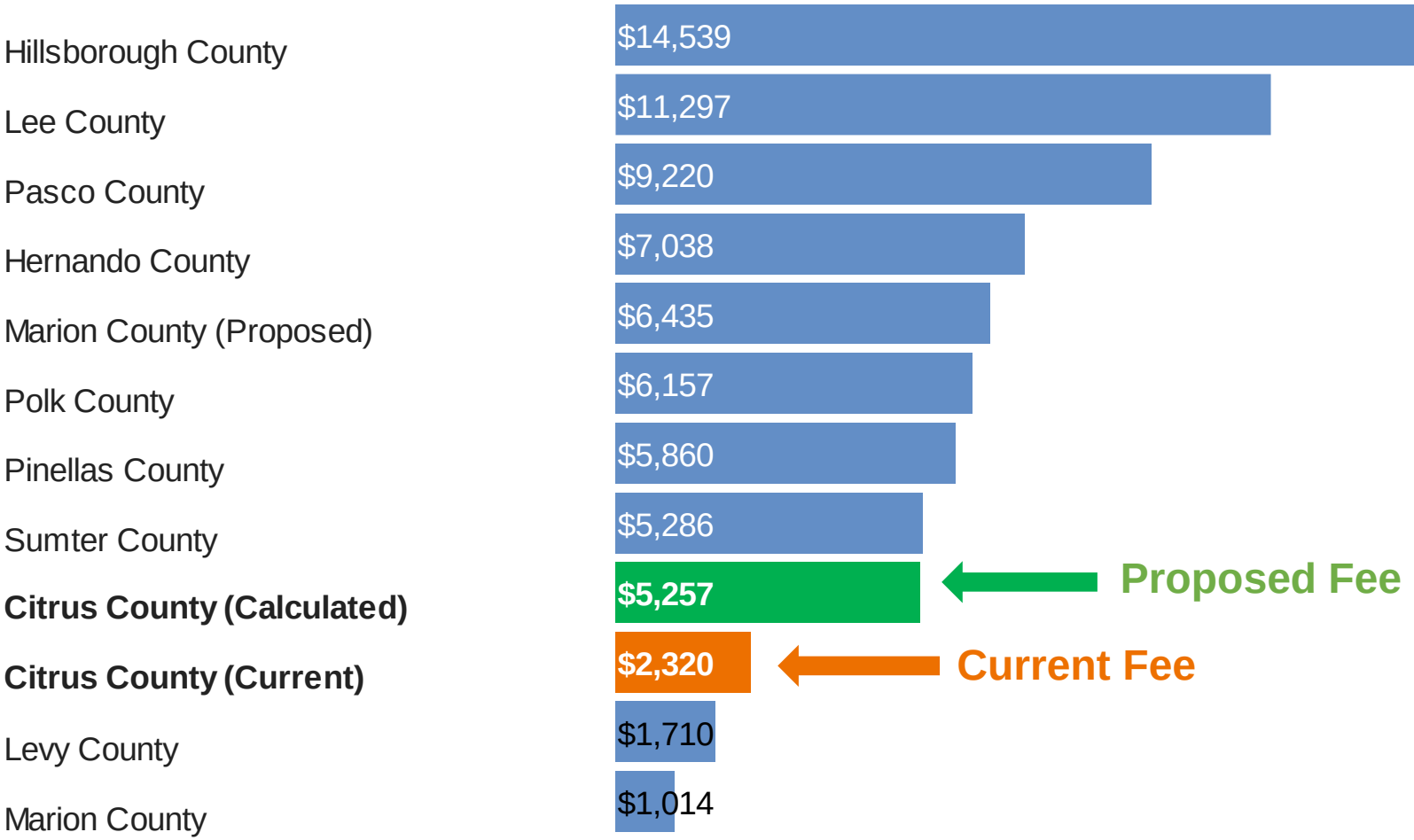
Single Family Transportation Impact Fee Survey



Multi Family Transportation Impact Fee Survey



Retail Commercial Transportation Impact Fee Survey



Next Steps

- Consider adopting the updated schedule of calculated impact fees as presented herein
- Two publicly noticed workshops
- Notice required **90 days** before the effective date
- Update impact fees in four years



Questions?

Peter Napoli
Senior Manager
Peter.Napoli@stantec.com

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 10.E.**

Requested Motion: Lion's Club Discussion

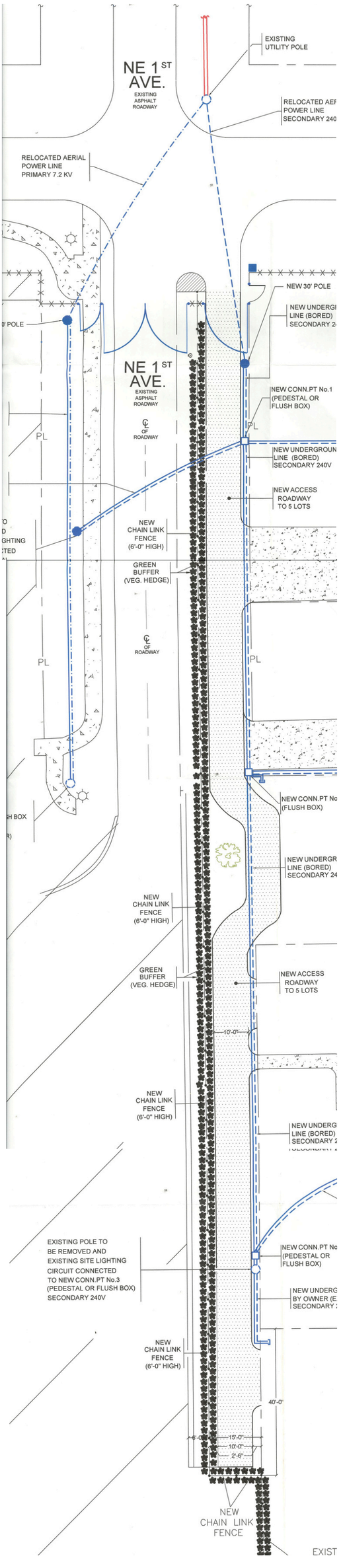
CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: July 14, 2025 **Agenda Item Number: 10.F.**

Requested Motion: Discussion of Developer's Agreement between Edward Sinz and the City of Crystal River for Vacation of NE 1st Ave at Hunter Springs Park

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ATTACHMENTS:
Description
DRAFT VACATION PLANS.pdf


NE 1 ST AVE.
EXISTING ASPHALT ROADWAY
EXISTING UTILITY POLE
RELOCATED AEF POWER LINE SECONDARY 240
RELOCATED AERIAL POWER LINE PRIMARY 7.2 KV
NEW 30' POLE
NEW UNDERGI LINE (BORED) SECONDARY 2
NEW CONN.PT No.1 (PEDESTAL OR FLUSH BOX)
NEW UNDERGROUN LINE (BORED) SECONDARY 240V
NEW ACCESS ROADWAY TO 5 LOTS
NEW CHAIN LINK FENCE (6'-0" HIGH)
GREEN BUFFER (VEG. HEDGE)
℄ OF ROADWAY
PL
NEW CONN.PT No (FLUSH BOX)
NEW UNDERGR LINE (BORED) SECONDARY 24
10'-0"
EXISTING POLE TO BE REMOVED AND EXISTING SITE LIGHTING CIRCUIT CONNECTED TO NEW CONN.PT No.3 (PEDESTAL OR FLUSH BOX) SECONDARY 240V
NEW CONN.PT No (PEDESTAL OR FLUSH BOX)
NEW UNDERG BY OWNER (E SECONDARY
40'-0"
6'-0"
15'-0"
10'-0"
2'-6"
NEW CHAIN LINK FENCE
EXIST