Agenda

Crystal River City Council Meeting
Regular Meeting Agenda
Monday, October 13, 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

A. Florida Cities Week Proclamation

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

(Three Minute Time Limit)

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council meeting held September 22, 2025

B. Motion to approve Lease Agreement with Crystal River Mainstreet for use of the City-owned building located 532 N. Citrus Avenue (former Coastal Heritage Museum)

C. Motion to approve the purchase of 2017 Starcraft Allstar 24+2 Bus in the total amount of $67,500.00 from Model 1 Commercial Vehicles, Inc.

7. PUBLIC HEARING

8. INTRODUCTION AND FIRST READING OF ORDINANCES

A. Introduction of Ordinance No. 25-O-14 amending Chapter 19 of the City of Crystal River Code of Ordinances, entitled "Hazardous Material"; amending Article III. entitled "Florida-Friendly Use of Fertilizer on Urban Landscapes" to further regulate the use of fertilizers near waterways and during various months of the year, and set a public hearing on October 27, 2025, at 5:30 p.m.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING CHAPTER 19 OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, ENTITLED “HAZARDOUS MATERIAL”, AMENDING ARTICLE III. ENTITLED “FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

9. CITY ATTORNEY

A. Riverwalk Update

B. 579 US Highway 19, LLC Update

10. CITY MANAGER

A. Motion to approve additional funding in the amount of $13,440.00 for additional parts not identified in the AquaWorx scope of work for the replacement of splashpad control station for a total project amount of $48,030.18.

11. CITY COUNCIL

A. Motion to approve the Crystal River City Council meeting schedule for calendar year 2026

B. Council discussion regarding City Banking Services

C. Council discussion regarding City Lobbying Services

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: October 13, 2025 **Agenda Item Number: 3.A.**

Requested Motion: Florida Cities Week Proclamation

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 6.A.**

Requested Motion: Motion to approve minutes of the City Council meeting held September 22, 2025

ATTACHMENTS:
Description
September 22, 2025 Minutes.pdf

Minutes

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

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1. CALL TO ORDER

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

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

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

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

2. ADOPTION OF AGENDA

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

3. PRESENTATIONS

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council meeting held September 8, 2025

B. Monthly Departmental Report Summary for the Month of August

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

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

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

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

7. PUBLIC HEARING

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

City Clerk Fink read the ordinances (25-O-08 and 25-O-09) by title only.

Staff Presentation: Fire Chief Frank Melillo presented and addressed questions regarding food truck inspections.

Public Hearing: No one spoke for or against.

Motion to adopt Ordinance No. 25-O-13 amending Chapter 6 of the City of Crystal River Code of Ordinances, entitled "Buildings"; revising Article III "Fire Prevention and Protection" to provide updated code references, establish a process for fire inspection, and establish fees for malfunction or nuisance fire alarm was made by Council member Frink; seconded by Council member Satchell. Motion carried 5-0

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

Finance Director Michelle Russell-Maynard presented the item, noting statutory requirements, and workshops held.

Public Hearing: No one spoke for or against.

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

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

Finance Director Michelle Russell-Maynard presented the item and discussed adjustments made based on workshop discussions.

Public Hearing: No one spoke for or against.

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

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

Finance Director Michelle Russell-Maynard presented the item and Mayor Meek noted daily efforts, in addition to ongoing recovery efforts.

Public Hearing: No one spoke for or against.

Motion to adopt Resolution No. 25-R-22 Adopting the Final Budget for the Community Redevelopment Agency for FY2025/2026 on Final Public Hearing for Adoption of the Final CRA Budget for FY2025/2026 was made by Council member Frink; seconded by Council member Ensing. Motion carried 5-0.

8. INTRODUCTION AND FIRST READING OF ORDINANCES

9. CITY ATTORNEY

A. Riverwalk Update

City Attorney Batsel provided an update regarding the project, noting riparian easement finalization and status of procurement documents. He also provided a status update regarding the riparian easement agreement negotiations.

B. 579 US Highway 19 Update

City Attorney Batsel confirmed payment made and demolition underway.

City Attorney Batsel also provided an update regarding the McDaniels case and school zone speed cameras and related enforcement.

10. CITY MANAGER

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

City Manager Curts presented the item, noting recent statutory revision, and City Attorney Batsel provided background information, noting upcoming ordinance to improve plat process. He also provided clarification regarding currently proposed process.

Motion to adopt Resolution No. 25-R-31 to designate an administrative authority to receive, review, and process plat or replat submittals; designating an administrative official responsible for approving, approving with conditions or denying a proposed plat or replat was made by Council member Ensing; seconded by Council member Frink. Motion carried 5-0.

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

City Manager Curts presented the item.

Motion to approve Scorpio (CMAR Contract) for preconstruction services proposal - City of Crystal River New City Hall in the amount of $92,660 was made by Council member Satchell; seconded by Council member Frink. Motion carried 5-0

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

City Manager Curts presented the item and addressed questions regarding subsequent project specific approvals and related spending.

Motion to approve GrantWorks, Inc. "Agreement with the City of Crystal River to Utilize (Piggyback) Existing Agreement No. RFQ 25-127 with Citrus County for On-Call Grant Research and Writing" was made by Vice Mayor Holmes; seconded by Council member Frink. Motion carried 5-0.

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek discussed recent 9/11 stair climb tribute event and CRHS homecoming parade.

B. Vice Mayor Holmes requested workshop regarding city hall and elimination of printed agenda packets. He also discussed cell phone use and upcoming presentation at U.F.

C. Council member Satchell concurred with proposals made by Vice Mayor Holmes.

D. Council member Frink discussed collaboration with community partners to establish a CRHS Dental education program. City Attorney Batsel noted similar program in Marion County and related funding sources.

E. Council member Ensing discussed TDC short-term rental compliance software.

13. PUBLIC INPUT
(Five Minute Time Limit)

14. ADJOURNMENT
Mayor Meek adjourned the meeting at 6:27 p.m.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 6.B.**

Requested Motion: Motion to approve Lease Agreement with Crystal River Mainstreet for use of the City-owned building located 532 N. Citrus Avenue (former Coastal Heritage Museum)

Summary:

Staff recommends approval of a lease agreement between the City of Crystal River and Crystal River Main Street, Inc. for the use of the building located at 532 North Citrus Avenue, formerly known as the Coastal Heritage Museum.

Main Street collaborates with local businesses, community members, and government partners to promote the area's historic significance and strengthen the district's economic vitality, with a focus on the Community Redevelopment Area (CRA).

The lease agreement reflects the City's ongoing partnership with Crystal River Main Street, Inc. and supports the organization's continued efforts to preserve and utilize the historic building (former Coastal Heritage Museum). Its location in the heart of the CRA makes it an ideal base for Main Street's operations and outreach.

The City Manager, Director of Parks and Recreation, and City Attorney's office have worked alongside the Executive Director and Board of Crystal River Main Street, Inc. to finalize the terms of the lease for Council consideration.

ATTACHMENTS:
Description
Museum-Main Street Lease Agreement-JTH 9-9-25v2 FINAL.pdf

LEASE CONCERNING COASTAL HERITAGE MUSEUM

THIS LEASE CONCERNING COASTAL HERITAGE MUSEUM ("Lease") is entered into and effective on this _____ day of _____, 2025 by and between the CITY OF CRYSTAL RIVER, a Florida municipal corporation ("City"), and CRYSTAL RIVER MAIN STREET, INC., a Florida not for profit corporation ("Tenant").

WHEREAS:

A. City owns the property located at 532 North Citrus Avenue, Crystal River, FL 34428, which is more particularly described on the attached **Exhibit A** (the "Property"), which contains a building known as the Coastal Heritage Museum (the "Building").

B. Tenant is a non-profit organization organized to preserve, maintain, and improve the historic downtown district of Crystal River, Florida.

C. Tenant desires to lease from City, and City desires to lease to Tenant, a portion of the Building (the "Premises") on the terms and conditions herein.

IN CONSIDERATION of the exchange of the mutual promises set forth herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto agree as follows:

1. **Lease of Premises.**

1.1. Premises. City leases to Tenant, and Tenant leases from City, the Main Room and Room 2 (the "Premises") as shown on the floor plan of the Building (the "Floor Plan") which is attached hereto as **Exhibit B**.

1.2. City Occupied Areas of Building. The City shall occupy Room 3[i].

1.3. Common Areas - Definition. The term "*Common Areas"* is defined as the portion of the Property outside of the Premises and Room 3 for the general non-exclusive use of Tenant and City.

1.4. Common Areas - Tenant's Rights. City hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, customers, contractors and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by the City under the terms hereof. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of City or City's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, City shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and to charge the cost to Tenant, which cost shall be immediately payable upon demand by the City.

1.5. Common Areas - Rules and Regulations. City, or such other persons as the City may appoint, shall have the exclusive control and management of the Common Areas, and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable rules

[i] Room 3 is depicted as "Jail Cell" on the Floor Plan.

and regulations with respect thereto. Tenant agrees to abide and conform to all such rules and regulations, and to cause its employees, agents, suppliers, shippers, customers, and contractors to so abide and conform.

1.6. Common Area - Changes. City shall have the right, in City's reasonable discretion and considering the nature of Tenant's business, from time to time:

1.6.1. To close temporarily any of the Common Areas for maintenance purposes or for special events so long as reasonable access to the Premises remains available.

1.6.2. To designate other land outside the boundaries of the Premises to be part of the Common Areas, whether temporarily or permanently.

1.6.3. To add additional buildings and improvements to the Common Areas.

1.6.4. To use the Common Areas while engaged in making additional improvement repairs or alterations to the Premises, or any portion thereof.

1.6.5. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas or Premises as City may, in the exercise of sound business judgment, deem to be appropriate.

2. **Term.** The term of this Lease is for five (5) years beginning on _____ _____, 2025 ("Commencement Date") and ending at 5:00 p.m. on the fifth (5th) anniversary thereof ("Initial Term").

2.1. So long as Tenant is not in default hereunder, the Initial Term of Lease may be renewed for an additional five-year term upon the agreement of both parties ("Renewal Term"). In order to exercise the option to seek renewal, Tenant shall provide written notice to City of such request at least ninety (90) days before the end of the Initial Term and City, in its sole discretion, shall consent within thirty (30) days thereafter, or the Renewal Term shall be considered denied. During such thirty (30) day period ("Base Rent Negotiation Period"), Tenant and City shall mutually agree upon the Base Rent for the upcoming Renewal Term. Time is of the essence concerning such notice. If Tenant does not provide such notice, Tenant shall be deemed to have waived its right to renew the Lease. All provisions of this Lease shall apply to the Renewal Terms unless expressly set forth herein.

3. **Base Rent.**

3.1. Tenant shall pay rent ("Base Rent") in the amount of One Dollar ($1.00) per year which shall be paid in full for the Initial Term on or before the Effective Date.

3.2. Commencing on the first day of each subsequent Renewal Term, Base Rent shall be the amount mutually agreed upon during the immediately preceding Base Rent Negotiation Period.

4. **Responsibility for Additional Payments.**

4.1. Utility or Service Charges. Tenant shall pay charges for electricity, water, sewer, security, solid waste removal, natural gas, Internet, and other utilities or similar services for the Premises which may become payable during the Term.

4.2. No Liability for Interruption of Services. City shall not be liable for full or partial stoppage or interruption of the above services or utilities.

4.3. Ad Valorem Taxes and Assessments. Tenant shall reimburse City, for all ad valorem taxes and assessments, if any, on the Premises that accrue during the Term.

4.4. Sales and Use Taxes. At the time Rent payments are made, Tenant agrees to pay to City all sales and use taxes, if any, that arise because of payment of Rent to City.

4.5. Tenant's Taxes. Tenant further covenants and agrees to pay promptly when due all taxes, if any, assessed against all fixtures, furnishings, equipment, and stock-in-trade placed in or on the Premises during the term of this Lease.

4.6. Amounts Advanced by City. Any amount advanced by City pursuant to the terms and provisions of this Lease shall be repaid to City by Tenant within thirty (30) days following the date of such advance unless otherwise specifically provided in this Lease.

5. **Use of Premises.**

5.1. Primary Use

5.1.1. The Premises shall be used and occupied by the Tenant as a multifunctional and community-serving environment that supports both Tenant's mission and operational needs, as further described on the attached **Exhibit C**.

5.1.2. When reasonably practicable, City shall give the Tenant a thirty (30) day notice when repairs are needed on the Premises that would require the Tenant closing for more than one day.

5.1.3. Tenant shall be responsible for providing adequate security in connection with any use of the Premises.

5.1.4. Tenant agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of City of Crystal River, County of Citrus, State of Florida, the United States or any department, bureau, or agency thereof. Tenant will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.

5.1.5. Tenant shall not serve or sell alcoholic beverages of any kind at any time on the Premises, unless authorized in writing by City and Florida Division of Alcoholic Beverages and Tobacco for a special event. In such event, Tenant shall obtain consent from the City and additional insurance covering same with limits and terms acceptable to City.

5.1.6. Tenant shall not vacate nor abandon the Premises at any time during the Lease Term, nor permit the Premises to remain unoccupied during the Lease Term provided, however, that this restriction shall not apply if Tenant is unable to occupy the Premises due to an emergency or because the Premises have been materially damaged or destroyed by casualty. If Tenant shall abandon, vacate or surrender the Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Premises shall after thirty (30) days' notice to Tenant and an opportunity to cure such default, at the option of City and in addition to all other remedies available to City, be deemed abandoned and may be used, sold (without public notice or auction), destroyed or otherwise disposed of by City without accountability whatsoever to Tenant.

5.1.7. Tenant may not store product or belongings outside of the Premises.

5.2. Nuisance/Hazardous Substances.

5.2.1. Tenant shall not commit any nuisance, nor permit the admission of any objectionable noise, or odor, nor burn any trash or refuse within the Premises, nor bring on, deposit or allow to be brought on or deposited on the Premises any asbestos materials or any other Hazardous Substance or materials as the same may be defined by State, Federal or local laws, rules, statutes, or regulations; nor make any use of the Premises or any part thereof or equipment therein which is improper, offensive or contrary to any law.

5.2.2. Tenant shall not cause or commit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees, without first obtaining City's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless City from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, but without limitation, a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees, and costs) arising during or after the Lease Term and arising as a result of such contamination by Tenant. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all actions necessary to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain City's approval for any such remedial action.

5.2.3. As used herein "Hazardous Substance" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances which are defined as "Hazardous Substance" pursuant to State, Federal, or local government law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum.

5.3. AS IS. Tenant agrees to accept the Premises in its physical condition "AS IS." City has afforded Tenant the opportunity for full and complete investigation, examination and inspection of the Premises, and Tenant has personally inspected the Premises. City makes, and has made, no representations or warranties to Tenant or Tenant's agents with respect to the Premises, except as are specifically set forth in this Lease unless otherwise agreed in writing, City has made all corrections, repairs, improvements, alterations, and additions to the Premises required by Tenant prior to entering into this Lease. Tenant shall not make any claim against City for any defects as of the date of this Lease. Tenant has fully inspected the Premises to Tenant's satisfaction prior to signing this Lease and Tenant shall deliver the Premises at the expiration or earlier termination of this Lease in like order and condition, reasonable wear and tear excepted.

5.4. No smoking or vaping shall be allowed anywhere on the Property.

6. **Improvements.**

6.1. *Generally.* Tenant may not make any improvements, alterations, or additions to the Premises, including but not limited to cutting the walls, ceiling, roofs, or floors, changing the exterior color, or altering the architecture, without on each occasion obtaining City's prior written consent that may be withheld or conditioned upon such conditions as City deems appropriate in its sole discretion.

6.2. *Signage.* Upon approval by City, Tenant may place a sign on the Premises in conformity with the City of Crystal River Code of Ordinances, subject to any applicable requirements concerning permitting or governmental approvals.

6.3. *Consent of City*. In the event Tenant desires to make any improvements, alterations or additions to the Premises, Tenant shall give written notice to City accompanied by plans and specifications, and City shall thereafter state in writing any objections to such request, which objection may be based strictly on aesthetics.

6.4. *Completion of Tenant's Work*. Upon completion of any alterations, improvements or additions by Tenant, Tenant shall: (i) deliver to City an affidavit by Tenant stating that Tenant's alterations, improvements or additions have been completed in accordance with the plans and specifications approved in writing by City, and deliver to City a final release of lien from Tenant's general contractor, together with an affidavit from such general contractor that all bills for labor and materials furnished to the Premises have been paid, which affidavit shall also state the names and addresses of all those in privity with such general contractor. It is understood that any deliberately false statement by Tenant therein shall constitute a breach of this Lease; (ii) deliver to City the affidavit of the general contractor performing Tenant's alterations, improvements or additions, stating that Tenant's alterations, improvements or additions have been completed substantially in accordance with the plans and specifications approved by City, that all subcontractors, sub-subcontractors, laborers and materialmen supplying labor or materials for Tenant's alterations, improvements or additions have been paid in full, and that all liens therefor that have been or might be filed have been discharged of record or waived, and that no security interests relating thereto are outstanding; (iii) deliver to City written certifications and approvals with respect to Tenant's alterations, improvements or additions and Tenant's right to use and occupy the Premises that may be required by any government authority, City's mortgagees and any board of fire underwriters or similar body; (iv) deliver to City records demonstrating the actual costs of all Tenant Improvements described herein; and (v) permit City to inspect the Premises to confirm that Tenant's alterations, improvements or additions have been completed in accordance with the plans and specifications approved in writing by City.

6.5. *Reimbursement*. Tenant shall not be reimbursed by City for the cost of any Tenant improvements.

6.6. *Restoration*. Tenant shall promptly restore the Premises to the condition that existed prior to the making of any alterations, improvements or additions that have not been approved in writing by City.

6.7. *Property of City.* All fixtures installed, and permanent alterations, improvements or additions made, by Tenant shall become the property of City upon the expiration or earlier termination of this Lease or, if so elected in writing by City within 30 days prior to the expiration of the Lease term, Tenant shall remove all its trade fixtures and any alterations, improvements or additions which City requests to be removed before surrendering the Premises and shall repair any damage to the Premises caused thereby. Tenant hereby agrees to waive any claim for improvement or betterment made to the Premises, upon expiration

or termination of this Lease. Tenant's inventory, machinery, equipment, and all signs installed by Tenant shall be excluded from the term "fixtures and permanent alterations, improvements or additions." Provided Tenant is not in default under the terms and conditions of this Lease, Tenant shall be entitled to remove Tenant's machinery, equipment, inventory, signs, and other personal property (other than fixtures), on or before the date of expiration of this Lease. Failure of Tenant to remove such items within such time shall, at the sole option of City, be considered an abandonment of any such items by Tenant, with time declared to be of the essence.

7. **Condition of Premises.**

7.1. Tenant's Acceptance and Maintenance of Premises. Upon Tenant's occupancy of the Premises, Tenant will be deemed to have accepted the Premises in the then-condition on such date. Subject to City's obligations set forth in this Lease, Tenant agrees to maintain the Premises in the same condition, order, and repair as they are on that date, except for reason.

7.2. Tenant Maintenance Obligations.

7.2.1. The Tenant shall keep and maintain the Premises and appurtenances in good and sanitary condition and repair.

7.2.2. Tenant shall keep the Premises neat, clean and free from rubbish, insects and pests at all times, and properly place all trash and garbage in designated receptacle(s) for regular pickup and removal.

7.2.3. Tenant shall provide janitorial service to the Premises as needed at its sole expense, and the parties will share equally in janitorial services provided to the Common Areas.

7.2.4. Tenant shall engage exterminators to control vermin and pests and enter into a service contract for, at a minimum, quarterly routine service.

7.2.5. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

7.2.6. If Tenant fails to perform its obligation to repair or maintain according to the provisions of the preceding subparagraphs above within a reasonable time after notice from City of the need for such repair or maintenance, City may, in addition to all other remedies available under this Lease, make the repairs or perform the maintenance, or have the repairs made or maintenance performed at its own expense. Tenant shall, within ten days of demand, reimburse City for the expense of the repair or maintenance.

7.3. Landlord Maintenance Obligations.

7.3.1. City may, at its own expense and risk maintain, repair, or replace the foundation, exterior walls, ceilings, and roof of the Premises, and any other non-routine repair or replacement of any capital component of the Premises the cost of which is reasonably anticipated to exceed $2,500.00. City is entitled to reimbursement from Tenant for any expenses reasonably incurred in connection with any maintenance, repair, or replacement required of City under this paragraph if the need for the maintenance, repair, or replacement resulted from the negligence or fault of Tenant or its agents, servants, officers, or employees.

7.3.2. City shall not be liable for any damage or inconvenience that may arise through repair or alterations of any part of the Premises.

7.3.3. If City fails to perform its obligation to repair or maintain according to the provisions of the preceding subparagraphs above within a reasonable time after notice from the other party of the need for such repair or maintenance, Tenant's sole remedy shall be termination of this Lease.

7.4. Storm Preparation and Emergency Access.

7.4.1. Tenant shall be solely responsible, at Tenant's sole cost and expense, for preparing the Premises for storms, hurricanes, and other severe weather events, including but not limited to securing the Premises against wind and water intrusion, elevating or removing personal property, and taking appropriate precautions to prevent or minimize flooding damage. Tenant shall not store or leave any loose or unsecured items outside the Premises during a storm watch or warning.

7.4.2. Tenant acknowledges that all personal property brought onto the Premises is at Tenant's sole risk, and the City shall have no liability for any damage to or loss of such property resulting from any storm, flooding, or other natural event.

7.4.3. In the event of a declared weather emergency, or when the City determines in its reasonable discretion that storm preparations are necessary to protect the property or public safety, the City and its agents shall have the right, but not the obligation, to enter the Premises without prior notice to take such protective or preventative measures as may be deemed necessary, including securing structures or removing hazardous or unsecured items. Any such entry shall not be deemed a breach of this Lease or a waiver of Tenant's obligations.

7.5. Condition at End of Term. At the earlier of the expiration of this Lease term or the termination of this Lease, Tenant shall surrender the Premises (including all Improvements and fixtures) in the same condition as the Premises were in upon the completion of Improvements pursuant to this Lease, reasonable wear arising from Tenant's permitted use of the Premises as specified herein excepted, and shall surrender all keys for the Premises to City. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

7.6. Damage to Premises. Except for the negligence of City or City's employees, agents or contractors, City shall not be responsible for any damage to property of Tenant or of others located in or about the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or misappropriation or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatever nature. City shall not be liable for any such damage caused by occupants of adjacent property, occupants of the Property, or the public. Notwithstanding anything set forth in this paragraph 8, on City's demand, Tenant shall pay for all damages the Premises, or any portion thereof that are caused by the act or neglect of Tenant, its invitees, or any persons in Tenant's employ or control.

8. **Entry and Inspection of Premises.**

8.1. City is entitled to enter the Premises during all reasonable hours for the following reasons:

8.1.1. To provide services or fulfill other obligations hereunder.

8.1.2. To examine the Premises.

8.1.3. To make all repairs, additions, or alterations that City reasonably deems necessary for safety, comfort, or preservation of the Premises.

8.1.4. To display, within six (6) months prior to the expiration of the term of this Lease, a "For Rent" or "For Lease" sign(s), and all of such signs shall be placed upon such part of the Premises, as City shall require. Subject to approval by Tenant as to time and date, such approval not to be unreasonably withheld by Tenant, City or City's designated agent may show the Premises to prospective purchasers or Tenants.

8.1.5. To remove any signs, fixtures, alterations, or additions that do not conform to this Lease, provided that City has given Tenant notice of such nonconformity and Tenant has failed to correct the same within a reasonable period of time, taking into account the nature of the nonconformity.

8.1.6. To secure the Building in anticipation of severe weather or natural disaster.

8.1.7. As otherwise expressly set forth in this Lease.

8.2. City shall at all times have and retain a key with which to unlock all doors in and on the Premises, excluding Tenant's vaults, safes and file cabinets.

8.3. City shall have the right to use any means that City may deem proper to open doors in an emergency to obtain entry to the Premises. Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss in, upon, or arising from City's entry onto the Premises in an emergency.

8.4. Tenant shall allow entry, during normal business hours, by authorized government representatives or representative of insurance companies to make inspections of the Premises for public health and safety, or insurance, purposes.

8.5. Any entry to the Premises obtained by City for any of the above stated purposes and by any of such means, or otherwise, shall not be construed or deemed a forcible or unlawful entry onto the Premises, or an eviction of Tenant from the Premises or any part of the Premises.

9. **Insurance.**

9.1. Liability. Tenant agrees that City shall not be held responsible or liable to Tenant, Tenant's employees, customers, invitees, licensees, or others for any damage to personal property or personal injury caused by or arising out of Tenant's operation, conduct and use of the Premises, or the acts or omissions of Tenant, its employees, clients, invitees, licensees or others or by catastrophe. Tenant shall hold City harmless and indemnify City from and against any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by City its agent, employees and contractors.

9.2. Liability Insurance. Tenant shall maintain general liability insurance, with combined single limits of not less than $1,000,000 per occurrence shall be provided and maintained by Tenant.

9.2.1. If the Commercial General Liability form is used:

9.2.1.1 Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

9.2.1.2 Coverage B - shall include personal injury.

9.2.1.3 Coverage C - medical payments, is not required.

9.2.2. If the Comprehensive General Liability form is used, it shall include at least bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (TCU) exposures.

9.3. Workers' Compensation. Tenant shall purchase and maintain Workers' Compensation insurance for statutory requirements and employer's liability limits of at least $1,000,000 each accident and $1,000,000 each employee, $1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City need not be named as an Additional Insured, but a subrogation waiver endorsement is required. Workers' Compensation coverage is not required if a Verification of Automatic Exempt Status Certificate from the State of Florida is submitted.

9.4. Required Provisions of Insurance.

9.4.1. City and its designees must be named as additional insured in all third-party coverage policies of insurance.

9.4.2. All policies must be delivered to City, together with evidence of premium payment, not less than 10 days before the start of the Lease term. All renewal policies must be delivered to City not less than 30 days before expiration of the policy.

9.4.3. No policy of insurance will be subject to cancellation or reduction in amount unless at least 30 days' written notice is given to City.

9.4.4. All insurance required hereunder shall be in addition to insurance maintained by Tenant on other locations or shall provide separate limits of liability for the Premises.

9.4.5. Insurance written on a "claims made" form or provision is not acceptable without City's prior approval.

9.4.6. Insurance of Tenant shall include or be endorsed to include a severability of interest/cross liability provision so that City, where named as additional insured, will be treated as if a separate policy were in existence but without increasing the policy limits.

9.4.7. Tenant's deductibles/self-insured retentions shall be disclosed to City and may be disapproved by City. Tenant is responsible for the amount of any deductible or self-insured retention.

9.4.8. These insurance requirements shall not relieve or limit the liability of Tenant. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interest or liabilities.

9.4.9. Insurance required of Tenant, or any other insurance of Tenant shall be considered primary and insurance or self-insurance of City shall be considered excess, as may be applicable to claims against City which arise out of this contract.

9.5. Certificates. Tenant shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating of at least B+, showing the "City of Crystal River" as an additional insured. City of Crystal River, 123 NW US Highway 19, Crystal River, FL 34428, should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

9.6. Prohibited Conduct Effecting Insurance. Tenant may not perform or fail to do any act with respect to the Premises, may not use or occupy the Premises, and may not conduct or operate Tenant's business, in any manner that causes City's insurance carriers to void or suspend any insurance, or that causes them to increase the premiums above the amounts that would usually have been in effect for the occupancy under this Lease. Tenant may not permit or suffer another person to do so with respect to the Premises. City agrees that Tenant's use as of the commencement date shall not be deemed to cause any such cancellation or increase.

9.7. Tenant's Insurance. Tenant shall be responsible for carrying such insurance as Tenant may desire to protect Tenant's own equipment, contents, personal property and other property on the Premises, and business loss insurance.

9.8. Indemnification. Tenant agrees to indemnify and save City harmless from and against any and all liabilities or damages for any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of Tenant, its invitees, agents and employees, or by a default by Tenant under this Lease. Tenant agrees to indemnify City against all loss, claims, fines, penalties, or damages resulting from any generation, use, treatment, storage, or release of any hazardous or toxic materials or substances or wastes at the Premises during the Lease Term or resulting from any violation during the Lease Term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon. Tenant's grant of indemnity to City hereby survives expiration of this Lease.

9.9. Waiver of Subrogation. City and Tenant hereby release each other from any and all liability or responsibility (to the other or any one claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties covered by the insurance on the Premises, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudice the right to the releasor to recover thereunder. City and Tenant each agree that their policies will include such clause or endorsement so long as the same is obtainable and if not obtainable, shall so advise the other in writing and such notice shall release both parties from the obligation to obtain such a clause or endorsement.

9.10. No Waiver of Sovereign Immunity. Notwithstanding any other provision set forth in this Lease, nothing contained in this Lease shall be construed as a waiver of City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on City's potential liability under state or federal law. As such, City shall not be liable under this Lease for punitive damages or interest for the period before judgment. Further,

City shall not be liable for any claim or judgment, or portion thereof, which exceeds the applicable limit of liability under applicable law (currently Section 768.28(5), Florida Statutes). This paragraph shall survive termination of this Lease.

9.11. Tenant Responsibility. Tenant is responsible at all times for precautions to achieve the protection of all persons, including employees and property. Tenant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to City's Risk Management Director.

10. **Liens on Premises.**

10.1. Construction Liens Incurred by Tenant. Tenant shall not subject City's interest or estate to any liability under any construction or other lien law. Upon request of City, Tenant agrees to execute, acknowledge, and deliver without charge a memorandum of lease in recordable form, containing a confirmation that the interest of City shall not be subject to liens as set forth herein. No provisions of this Lease may be construed as to imply that City has consented to Tenant incurring such a lien. If any construction lien, lis pendens, or other lien is filed against the Premises or the building for any work, labor, services, or materials that a lienor claims to have performed or furnished for Tenant or any person holding through or under Tenant, Tenant must cause that lien to be canceled and discharged of record, or transferred to security, within thirty days after City gives notice to Tenant. If such a lien is filed, City may satisfy the lien, or transfer the lien to security, after giving notice to Tenant as provided in this paragraph and without limiting City's rights or remedies under this Lease. Tenant shall promptly reimburse City for any amounts expended to satisfy or transfer the lien and for any expenses incurred in connection with that satisfaction or transfer. Tenant has no right of setoff against City. Tenant's failure to cancel and discharge or transfer any lien under to this paragraph is a default by Tenant under the provisions of this Lease.

10.2. Memorandum of Lease. If so requested by City, Tenant shall execute a short form or memorandum of this Lease, which may, in City's discretion be recorded in the Public Records for the purpose of protecting City's estate from construction liens, as provided in Section 713.10, Florida Statutes. In the event such short form or Memorandum of Lease is executed, Tenant shall simultaneously execute and deliver to City an instrument terminating Tenant's interest in the Property upon which the Premises are located, which instrument may be recorded by City at the expiration of the term of this Lease, or such earlier termination hereof. The security deposit paid by Tenant may be used by City for the satisfaction or transfer of any construction claim of lien, as provided in this paragraph.

11. **Assignments and Sublets.**

11.1. No Assignments. Tenant may not assign this Lease to another person or entity without obtaining City's prior written consent. City may withhold such consent in the exercise of its sole discretion.

11.2. Subleases. Tenant may not sublease the Premises, or license or grant any concession for the use of the Premises, to another person.

11.3. No Leasehold Mortgages. Tenant may not grant a leasehold mortgage to any third party without obtaining the City's prior written consent. City may withhold or condition such consent in the exercise of its sole discretion.

11.4. Continued Liability of Tenant. If Tenant makes any assignment, sublease, license, or grant of a concession under the preceding paragraphs, Tenant will nevertheless remain unconditionally liable for the performance and financial obligations of all of the terms, conditions, and covenants of this Lease.

11.5. City's Right to Collect Rent from Any Occupant. If Tenant is in default on any payments under this Lease and any other person is subletting or occupying the Premises, or if Tenant assigns this Lease, City may collect Rent from the assignee, subtenant, or occupant. City may apply the net amount collected to the Rent required under this Lease. City's collection of the Rent does not waive the covenant against assignment and subletting under this Lease nor does it constitute City's acceptance of the assignee, subtenant, or occupant as a tenant, nor City's waiver of Tenant's further performance of the covenants contained in this Lease.

11.6. Assignment by City. If City assigns this Lease in conjunction with a transfer of the ownership of the Premises, then the rights and obligations of City shall be automatically transferred and assigned to the transferee of the Premises, and Tenant shall therefore look solely and exclusively to the assignee of City for all future performances by City. Such transfer and assignment shall operate as a complete release of City under this Lease.

12. **Default By Tenant.**

12.1. Events of Default. Upon the happening of one or more of the events set forth below (any of which is referred to hereinafter as an "Event of Default"), City shall have any and all rights and remedies hereinafter set forth:

12.1.1. If Tenant should fail to pay any one or more payments of Rent as and when the same become due and fails to cure such default within ten (10) days after written notice from City.

12.1.2. If Tenant violates any other term, condition or covenant herein on the part of Tenant to be performed and such failure continues for 30 days (or two (2) business days in the event of a failure to provide insurance required hereunder) after City provides Tenant with written notice of such failure; provided, however, if the default is one which cannot be cured within such time period, Tenant will have such additional time as may be required so long as Tenant diligently pursues the remedy. Notwithstanding the foregoing, if Tenant has previously violated a term, condition, or covenant of this Lease, and is provided with notice of and an opportunity to cure such violation, any subsequent violation of the same term, condition, or covenant shall constitute an Event of Default without further notice or opportunity to cure.

12.1.3. If a petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) be filed by or against Tenant and such petition is not dismissed within thirty (30) days from the filing thereof, or if Tenant is adjudged a bankrupt.

12.1.4. If an assignment for the benefit of creditors is made by Tenant; or

12.1.5. If of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) days from such

No reentry or taking possession of the Premises by City shall be construed as an election on City's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting without termination, City may at all times thereafter elect to terminate this Lease for such previous default. Tenant shall allow any such reentry without hindrance, and City shall not be liable in damages for any such reentry, or guilty of trespass or forcible entry.

12.1.6. City May Cure Tenant's Defaults. If Tenant shall default in the performing of any covenant or condition of this Lease, City may, at its sole discretion, perform the same for the account of Tenant and Tenant shall reimburse City for any expense incurred therefore together with interest thereon at the highest legal rate. This provision imposes no duty on City nor waives any right of City otherwise provided in this Lease.

13. **Default By City.**

13.1. City's Default. City will be deemed in default or this Lease if City fails to perform or observe any agreement or condition of this Lease on its part to be performed or observed and if such failure continues for thirty days after Tenant provides City with written notice of such failure. If the default is one that cannot be cured within thirty days, City will have such additional time as may be required so long as City diligently pursues the remedy.

13.2. Remedies upon City's Default. If City defaults in the performance of any of the obligations or conditions required to be performed by City under this Lease, Tenant's sole remedy shall be termination this Lease. This Lease shall terminate upon the date specified in the notice, unless City has meanwhile cured the default to the satisfaction of Tenant.

14. **Early Termination:** City may terminate this Lease for convenience and without cause upon ninety (90) days' notice, to Tenant, in writing.

15. **Destruction or Damage to Premises from Casualty.**

15.1. If the Premises or any part thereof are damaged or destroyed by any casualty or any other cause of any kind or nature, ordinary or extraordinary, foreseen, or unforeseen, insured, or uninsured, Tenant shall give City immediate notice thereof, and:

15.1.1. City shall promptly repair, restore, or rehabilitate the Premises at City's own expense to an extent that, upon the completion of such repairs, restoration or rehabilitation, the Premises shall be in the same condition as it was prior to the casualty. Any insurance proceeds available under insurance coverage for the Premises shall be paid to City for such purpose; or

15.1.2. City may, in lieu of repairing, restoring, or rehabilitating the Premises, terminate this Lease whereupon all insurance proceeds shall be the sole and exclusive property of City.

15.2. For avoidance of doubt, any insurance maintained by Tenant for Tenant's personal property, trade fixtures, equipment, or other tangible property shall be for the sole benefit of Tenant, and Tenant shall be entitled to any proceeds therefrom.

15.3. City shall have no obligation or liability whatsoever to Tenant because of such casualty or for interruption in Tenant's quiet enjoyment, and Tenant shall not be entitled to, nor recover any damages whatsoever against City for any loss occasioned by such injury or damage.

16. **Quiet Enjoyment.** City covenants that so long as Tenant is not in default beyond any applicable cure period, Tenant is entitled to peaceful and quiet possession and enjoyment of the Premises for the Lease term, subject to the Lease provisions.

16.1. Recording of Lease. Except as expressly set forth in this Lease, neither this Lease nor any notice or memorandum of this Lease shall be recorded in the public records.

16.2. Accord and Satisfaction. If Tenant pays or City receives any amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. City may accept any check or payment without prejudice to City's right to recover the balance due or to pursue any other available remedy.

16.3. Public Entity Crimes. As provided in Sections 287.132 through 287.133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof,Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor listmaintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the effective date hereof. This noticeis required by Section 287.133(3)(a), Florida Statutes.

16.4. 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.

16.5. Broker Representation.

16.5.1. City covenants to and represents to Tenant that City has not dealt with any real estate broker, salesperson, or agent in connection with this Lease, and agrees to indemnify and hold harmless Tenant from and against any real estate brokers claiming by, through or under City.

16.5.2. Tenants' covenants to and represents to City that Tenant has not dealt with any real estate broker, salesperson, or agent in connection with this Lease, and agrees to indemnify and hold harmless City from and against any real estate brokers claiming by, through or under Tenant.

16.6. Entity Tenant. If Tenant is a corporation, limited liability company or other entity, the persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is duly organized or duly qualified (if foreign) entity and is authorized to do business in the State where the Premises is located (a copy of evidence thereof to be supplied to City upon request); and that the person or persons executing this Lease on behalf of Tenant is duly authorized to execute, acknowledge, and deliver this Lease to City (a copy of a resolution to that effect to be supplied to City upon request).

16.7. Enforcement. All of the terms and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.

16.8. Exclusive Venue. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Citrus County, Florida.

16.9. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS LEASE WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

16.10. Notices.

16.10.1. All notices, requests, consents and other communications (each a "Communication") required or permitted under this Agreement shall be in writing (including emailed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, emailed 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 Communication complying with the terms of this paragraph:

16.10.1.1. If to Tenant: Attn: Executive Director, 532 N. Citrus Avenue, Crystal River, FL 34428; email: director@crystalrivermainstreet.com

16.10.1.2. If to City: City of Crystal River, Attn: Audra Curts, City Manager, 123 NW US Hwy 19 Crystal River, FL 34428; email: acurts@crystalriverfl.org.

16.10.2. Each such Communication shall be deemed delivered:

16.10.2.1. On the date of delivery if by personal delivery.

16.10.2.2. On the date of email transmission if by email (subject to paragraph 17.10.5); and

16.10.2.3. If the Communication is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; or (b) the date upon which delivery is refused.

16.10.2.4. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday, or legal holiday.

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

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

16.10.5. Concerning Communications sent by email:

16.10.5.1. The Communication shall not be deemed to have been delivered if the sender receives a message from the sender's or the recipient's internet service provider or otherwise that the email was not delivered or received but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

16.10.5.2. If the sender receives an automatic reply message indicating that the recipient is not present to receive the email (commonly referred to as an "out of the office message"), the email shall not be deemed delivered until the recipient returns but, if the email was sent by the sender on the last day of a deadline or other time period established by this Agreement, the time for the sender to re-send the Communication by a different authorized means shall be extended one (1) business day;

16.10.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.

16.10.5.4. The sender must print the email to establish that it was sent (though it need not do so at the time the email was sent); and

16.10.5.5. The sender shall maintain the digital copy of the email in its email system for a period of no less than one year after it was sent.

16.11. Governing Laws. This Lease and all transactions contemplated by this Lease shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

16.12. Attorney's Fees. If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Lease, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16.13. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.14. Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition

to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

16.15. Severability Clause. Provisions contained in this Lease that are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

16.16. Waiver.

16.16.1. A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

16.16.2. No payment by Tenant or receipt by City or its agents of a lesser amount than the Rent and other charges stipulated in this Lease shall be deemed to be other than a payment on account thereof, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and City or its agents may accept such check or payment without prejudice to City's right to recover the balance of the amount due or to pursue any other remedy provided in this Lease or by applicable law.

16.17. Time.

16.17.1.1. Time is of the essence of all of the provisions and terms of this Agreement.

16.17.1.2. If a time period is five (5) days or less, intervening Saturdays, Sundays orlegal holidays will be excluded from the calculation.

16.17.1.3. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 p.m. on the next ensuing business day.

16.17.1.4. For purposes of this Agreement, "legal holiday" means: (a) the day set aside by Section 110.117, Florida Statutes, for observing New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day; (b) the Friday after Thanksgiving; (c) Christmas Eve; (d) if Christmas is on weekend, the Monday after Christmas Day; and (e) any other day upon which the Clerk of the Court of Citrus County, Florida, is closed for ordinary business.

16.18. Signatures by Facsimile or Digital Execution. It is the intent and agreement of the parties hereto that the signatures, initials and handwritten or typewrittenmodifications to this Lease shall be as legally binding upon the parties if in theform of a facsimile or digital execution (such as scanning and emailing) as if the original signatures, initials, and modifications were present on the documents inthe hands of each party. Neither party shall assert the statute of frauds norunenforceability or invalidity of this Lease, or any addendum or modification ofthis Lease, because of the use of facsimile or digital copies and not originals in any litigation; both parties simply waive and relinquish any such

defense.

16.19. Entire Understanding. This Lease represents the entire understanding and Lease between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties. The provisions of this Lease may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Lease signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought.

16.20. Exhibits.

16.20.1.1. All exhibits attached are incorporated by reference.

16.20.1.2. The following exhibit are attached to this Lease.

a. **Exhibit A** – Property Description

b. **Exhibit B** – Building Floor Plan

c. **Exhibit C** – Use of Premises

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IN WITNESS WHEREOF, the parties have executed this Lease on the dates set forth below.

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

ATTEST:

_____
Mia Fink
City Clerk

Approved as to form and legality

_____
Robert W. Batsel, Jr.
City Attorney

CITY OF CRYSTAL RIVER, a Florida municipal corporation

By: _____
Joe Meek, Mayor

_____
Witness

_____
Print Witness Name

_____
Witness

_____
Print Witness Name

CRYSTAL RIVER MAIN STREET, INC. a Florida not for profit corporation

By:_____
Juli Kelley, Board President

EXHIBIT A
Property Description

LOT 72, SYLVAN GLEN ADDITION TO THE TOWNSITE OF CRYSTAL RIVER, ACCORDING TO THE PLAT THEREOF RECRODED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

ALTKEY: 1074207
532 N CITRUS AVE , CRYSTAL RIVER

Exhibit B
Building Floor Plan

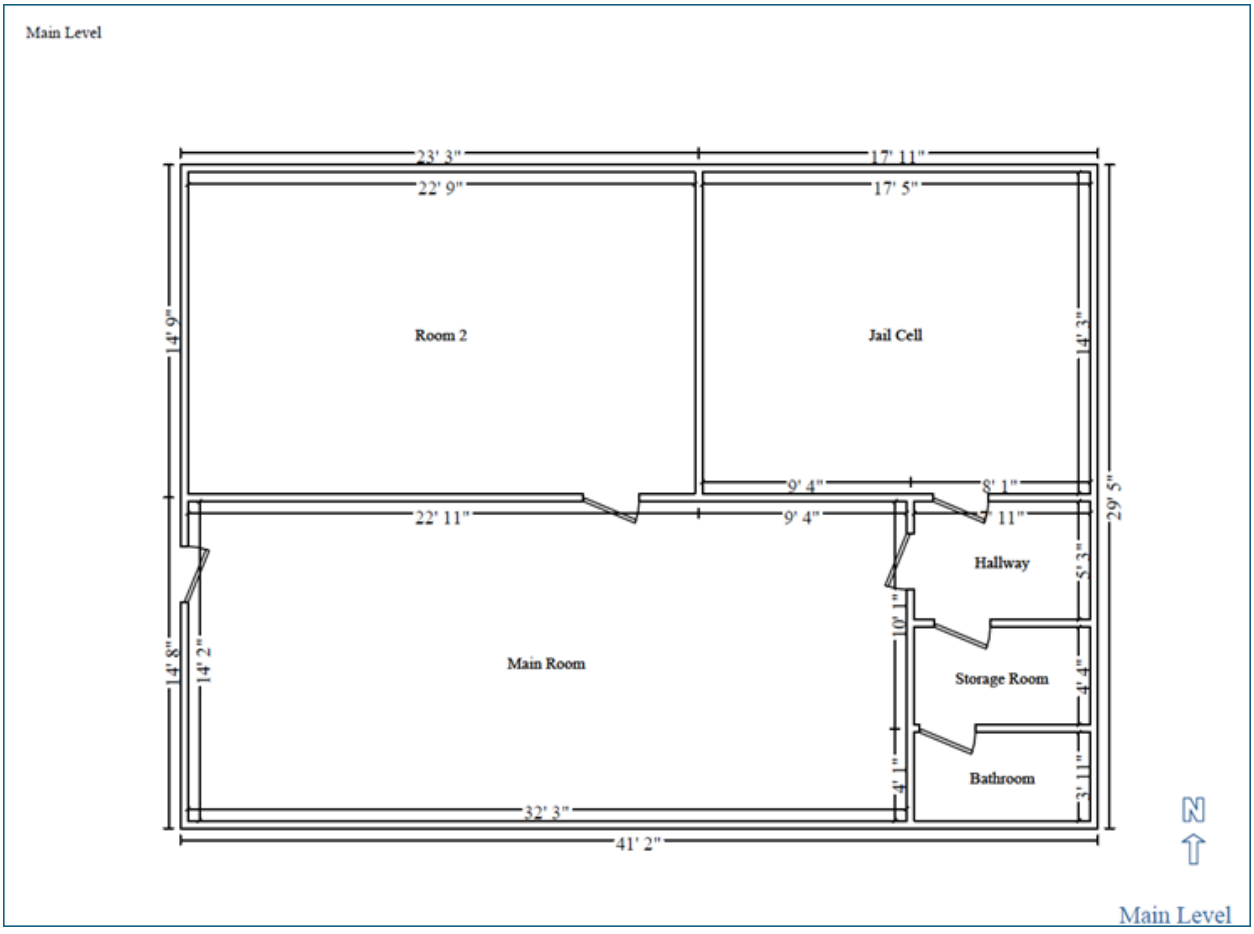


Exhibit C
Use of Premises

1. History Center & Retail Area (Main Room)

· Serve as a community history center with interpretive exhibits, rotating displays, and cultural storytelling focused on Crystal River's heritage.

· Open to the public several days a week and designed to encourage downtown exploration.

· Feature a small retail corner offering local goods, Crystal River-themed items, and tickets to events—with all proceeds supporting Main Street initiatives.

· Host occasional programs like walking tours, small receptions, and educational displays in partnership with local historians, schools, and artists.

2. Main Street Office, Storage & Meeting Space (Room 2)

· Provide a central hub for staff, volunteers, and board members to coordinate projects, hold meetings, and manage daily operations.

· Include organized storage for supplies such as promotional materials, banners, signs, and event equipment.

· Allow for a functional work environment with internet, printer, secure file storage, and a small meeting area.

3. Utility & Maintenance Storage (Storage Room)

· Designated area to house a **deep freezer** used for Main Street-hosted events that involve food and beverage service.

· Secure, organized storage of **building maintenance items**, tools, and cleaning supplies needed for upkeep and responsible stewardship of the space.

· Access is limited to Main Street staff, rangers, or approved volunteers to ensure safety and organization.

ADDENDUM TO LEASE AGREEMENT

This Addendum ("Addendum") is made and entered into as of the ___ day of _____, 2025, and is incorporated into and shall amend the Lease Concerning Coastal Heritage Museum ("Lease") between the City of Crystal River, Florida ("City") and Crystal River Main Street, Inc. ("Tenant").

1. City Right to Occupy Additional Space.

Notwithstanding any provision of the Lease to the contrary, the City shall have the right, upon written notice to Tenant, to occupy and use a portion of the Premises for office space for City employees as the need may arise.

2. Scope and Location.

The exact location within the Premises to be occupied by the City, as well as the duration of such occupancy, shall be determined by the City in consultation with Tenant and confirmed in writing.

3. Rent and Costs.

Such occupancy by the City shall not result in additional rent to Tenant. The City shall be responsible for the ordinary costs directly attributable to its use (e.g., utilities, equipment, or furnishings specific to its occupied area).

4. Condition and Access.

Tenant shall cooperate in providing reasonable access and accommodation for City staff. The City shall maintain its occupied portion of the Premises in a clean and tenantable condition and shall comply with all applicable laws and ordinances.

5. No Waiver.

Except as expressly amended by this Addendum, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

CITY OF CRYSTAL RIVER, FLORIDA
By: _____
Joe Meek, Mayor
Date: _____

CRYSTAL RIVER MAIN STREET, INC.
By: _____
Juli Kelley, Board President
Date: _____

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 6.C.**

Requested Motion: Motion to approve the purchase of 2017 Starcraft Allstar 24+2 Bus in the total amount of $67,500.00 from Model 1 Commercial Vehicles, Inc.

Summary:
City Council approved $75,000 in the FY 26 budget for the purchase of a transit vehicle for Three Sisters Springs Center. Staff has reviewed the available options for this specialty type of vehicle and has solicited quotes from bussesforsale.com and Model 1 Commercial Vehicles Inc. Model 1 Commercial Vehicles, Inc is a contracted vendor through the Florida Sheriffs Association contract FSA25-VEH23.0, Heavy Trucks and Busses. Staff is recommending the purchase of 2017 Starcraft Allstar Bus with current mileage of 62,037. The vehicle has a capacity of 26 with 22 seated and 2 ADA spots with an ADA lift on the rear curbside of the vehicle. The bus uses gas with a 6.8 V-10 ford engine.

The city is looking to increase its fleet in anticipation of transitioning to the Train Depot at a later date. This addition of a bus will allow the Three Sisters Springs Center to bring more visitors to the refuge and downtown without long periods of waiting for a shuttle. This purchase and operation is a self-sufficient enterprise fund at no cost to taxpayers of Crystal River.

Staff Recommendation:
Staff recommends approval of the purchase of 2017 Starcraft Allstar 24+2 Bus in the amount of $67,500.00 from Model 1 Commercial Vehicles, Inc.

Project Cost:
$67,500..00

Funding Source:
407-47575-66000 (Three Sisters Springs - Equipment/Vehicles)

Amount Available:
$75,000.00

ATTACHMENTS:
Description
Model1 contract.pdf
2017 starcraft allstar photos.pdf
bussesforsale.com quote.pdf

Model 1 Commercial Vehicles, Inc.
8600 Atlantic Blvd
Jacksonville, FL 32211

Phone: (904) 241-6004
Fax: (904) 241-0507
model1.com

BUYER'S ORDER CONTRACT

Date:	September 29, 2025	**Unit #(s):**	1271691
Buyer Name:	City of Crystal River		
Contact:	Andrea Hullstrung	**Phone:**	352-586-4988
Address:	123 NW US Hwy 19	**Fax:**	
City, State, Zip:	Crystal River, FL 34429	**E-Mail:**	ahullstrung@crystalriverfl.org
Buyer ID:		**Salesperson:**	Les Burres
Ship To Address:	Attn: Andrea Hullstrung - City of Crystal River - 123 NW US Hwy 19		
Ship To Address Cont'd:	Crystal River, FL 34429		
Ship To Phone:	352-586-4988	**Ship To Email:**	ahullstrung@crystalriverfl.org
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**County:**	
Description of Vehicle:	Pre Owned 2017 Starcraft Allstar 24+2		
VIN #:	1FDFE4FS2HDC49346		
Engine Type:	Gas	**Shipping Terms:**	CPT Shipping
Number of Passengers:	24	**Wheelchair Positions:**	2
Estimated Delivery Date:	October 31, 2025	**Payment Terms:**	Prepay

		Unit Price	$ 66,850.00
		Delivery	$ -
Possession State:	**FL**	Incentive (Non-Taxable)	$ -
		Rebates (Taxable)	$ -
		Doc Prep Fee (Taxable)	$ 150.00
		Base Selling Price	**$ 67,000.00**
			$ -
		Total Taxable Amount	$ 67,000.00
		Sales Tax* (Estimated)	**$ -**
0.000%			$ -
			$ -
			$ -
		DMV Fees* (Estimated)	$ 500.00
		DMV Electronic Filing Fee	$ -
		Tire Fee	$ -
		Fees Sub-Total	**$ 500.00**
		Total Price Per Unit	**$ 67,500.00**
		Quantity	1
		Contract Total	**$ 67,500.00**
		0.00	
		Customer Net Trade	$ -
		Customer Deposit	$ -
			$ -
		Balance Due	**$ 67,500.00**

Notes:
*** The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.**

All rebates and incentives will be signed over to Dealer.

Remit To: PO Box 713176, Chicago, IL 60677-0376

General Terms and Conditions of Dealer Vehicle Sale

1. Applicability. These General Terms and Conditions of Dealer Vehicle Sale (these "**Terms**") are the only terms that govern the sale of all vehicles and any services thereto ("**Vehicle**") by Model 1 Commercial Vehicles, Inc. ("**Dealer**") to the buyer named on the Buyer's Order Contract (as defined below) to which these Terms are attached ("**Buyer**" or "**You**"). Collectively Buyer and Dealer are referred to as the "**Parties**" and individually as "**Party**." The accompanying Buyer's Order Contract setting forth the Vehicle to be purchased (the "BOC") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or such terms. Dealer expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of this Agreement by Buyer shall be deemed as the earlier of (i) Buyer's signature to the BOC and (ii) Buyer's acceptance of the Vehicle. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Vehicle ("**Master Agreement**"), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms.

2. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express, except as noted in Section 3. All warranties on this Vehicle are made by the manufacturer, and not the Dealer. DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. Buyer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Buyer is purchasing a "new" Vehicle as indicated above, Buyer acknowledges that "new" means that the Vehicle has not been previously titled to an end user although the Vehicle may have been used in a demo or a show. Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, will be provided by Dealer at the time of Vehicle delivery, or made available earlier upon Buyer's request. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties. Buyer understands and agrees that if either of Buyer or Dealer should breach this Agreement or if Buyer institutes any claim arising out of the purchase of the Vehicle, the statute of limitations for any such claim is limited to one (1) year from the date of sale

3. LIMITED SERVICE WARRANTY. Dealer represents and warrants to Buyer that it shall perform any services performed to the Vehicle using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Dealer shall not be liable for a breach of this Section 3 unless Buyer gives written notice of the defective services, reasonably described, to Dealer within seven (7) days of the time when Buyer discovers or ought to have discovered that the services were defective, and in no event shall Dealer be responsible for any defective services later than sixty (60) days following Notification (as set forth in Section 8). Dealer shall, in its sole discretion, either (a) repair or re-perform such services; or (b) credit or refund the price of such services at the pro rata contract rate. THE REMEDIES SET FORTH IN THIS SECTION 3 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DEALER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICE WARRANTY SET FORTH IN THIS SECTION 3. If the services include the installation of accessories, parts or components manufactured by third parties, Dealer makes no warranty whatsoever regarding such third-party accessories, parts and components. Dealer will pass through any third-party warranties on such accessories, parts and components.

4. DEALER NOT AGENT OF MANUFACTURER. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a Vehicle, or if a rebate to be received by Dealer is reduced or eliminated, or the Vehicle becomes subject to a tariff, the Buyer's price will be increased by a like amount. If the Vehicle price increases by more than 10% (excluding price increases due to tariffs) and Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the Vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer's Vehicle, even if such changes are made prior to delivery of the Vehicle.

5. DEPOSIT; PAYMENT. Unless otherwise other payment terms are indicated on the BOC, (i) a deposit is due at the time of signing this Agreement and before the Vehicle will be ordered or prepared for delivery by Dealer, and (ii) the balance due shall be paid in full within 48 hours of Notification (as set forth in Section 8) and before the Vehicle will be released to the Buyer. For any payment terms, in the event Buyer does not make timely payment in full, Dealer may charge Buyer interest on any overdue amount at a rate of 10% per annum or the maximum allowable rate under applicable law, whichever is less, until the overdue amount is paid in full. The Vehicle will not be titled to the Buyer until the contract total for such Vehicle plus any interest charges indicated herein are paid in full.

6. CANCELLATION; CHANGE FEES. There is no "cooling off" or other cancellation period for vehicle sales or services. Therefore, Buyer cannot later cancel this Agreement without the agreement of Dealer, or for legal cause. Further, if either party wishes to change any term of this Agreement or the details of the Vehicle set forth on the BOC after acceptance of this Agreement, neither party shall be bound by such changes after the date of this Agreement unless mutually agreed upon in writing. If Buyer wishes to change any detail of the BOC related to the Vehicle being purchased, Buyer shall submit details of the requested change to the Dealer in writing. Dealer shall, within a reasonable time after such request, respond to Buyer's request indicating (i) the acceptance or denial of the change, (ii) the likely impact to timing of the Vehicle's delivery, and (iii) any necessary variations to the fees (including any change fees that may be charged by Dealer). Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of the change.

7. DELAYS. Buyer will not hold Dealer liable for any failure or delay in performing this Agreement if such failure or delay is caused by any event outside of Dealer's reasonable control, including, without limitation, (a) any act or omission of the Vehicle manufacturer or any component part manufacturer; (b) Buyer's delay to respond promptly to any Dealer request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Dealer to perform services in accordance with the BOC, (c) acts of God, natural disasters, flood, fire, earthquake, or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) government order, law, or action; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) telecommunication breakdowns or power outages or shortages; (i) epidemics, pandemics, or acts of quarantine; and (j) other similar events beyond the reasonable control of Dealer.

8. DELIVERY; INSPECTION; RISK OF LOSS. The method of delivering the Vehicle ("Delivery") shall be set forth in the BOC and if no such method is defined, then Buyer is responsible for picking up the Vehicle at the Dealer location within forty-eight (48) hours after being notified that the Vehicle is ready for delivery ("Notification"). Unless otherwise set forth in the BOC, the Vehicle will be delivered ExWorks (Dealer location) and full risk of loss will pass upon Notification that the Vehicle is ready for Delivery. If the Buyer delays Delivery of the Vehicle more than five (5) days after Notification, Dealer will have the right to charge a storage fee of $50 per day for storage of the Vehicle.

9. BUYER'S INSPECTION. If the Vehicle is delivered via a transportation carrier, Buyer shall immediately inspect the Vehicle upon arrival and report any defects resulting from transportation of the Vehicle directly to the transportation carrier through such carrier's reporting processes. Separately, within forty-eight (48) hours after Delivery, Buyer shall inspect the Vehicle for conformance to the BOC and report any issues to Dealer ("Inspection"). Upon Delivery and Inspection, Buyer acknowledges: (i) having received ample opportunity for, and actually inspecting the Vehicle as fully as Buyer desires and (ii) utilizing and relying solely upon Buyer's own judgment to inspect and determine that the Vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer. Buyer further acknowledges that Buyer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer for the Vehicle. Consequently, Buyer has not relied upon Dealer's skill or judgment in the selection or delivery of the Vehicle. Buyer acknowledges that Dealer has not made any representation regarding the Vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

10. FINANCING OR INSTALLMENT SALES CONTRACTS. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOUNEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.

11. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Vehicle may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

12. TRADE-IN. If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement. If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

13. FAILURE TO COMPLETE PURCHASE. Failure to timely accept Delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase; further, Dealer may make the Vehicle available for sale to other customers. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

14. EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL DEALER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. Such excluded damages may include, but are not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other consequential, indirect, incidental, special, exemplary, punitive or enhanced damages. Buyer acknowledges that Buyer shall not seek or recover such damages from Dealer. Buyer acknowledges this disclaimer of damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy. DEALER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED TOTAL CONTRACT PRICE OF THE VEHICLE BEING SOLD UNDER THIS AGREEMENT.

15. PATENT LIABILITY. Where Dealer supplies goods to Buyer's specifications and/or manufactured or fabricated from Buyer's blueprint, sketch, specifications, or tooling Buyer, at its own expense, shall defend any suit or proceeding of any kind whatsoever brought against Dealer in any capacity if such suit or proceeding involves a claim that any goods or any part thereof constitutes an infringement of any patent, copyright or trademark and Buyer shall pay or indemnify any and all judgments, expenses and costs which may be awarded against or incurred by Dealer related to such legal action.

16. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of Delivery. Buyer understands that Buyer is not covered by insurance on the Vehicle until Buyer's insurance company accepts coverage on the Vehicle. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Vehicle.

17. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer brings an action based on this Agreement and does not prevail, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

18. WAIVER OF JURY TRIAL; CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

19. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

Authorized Customer's Representative

Signature: Andrea Hullstrung

Name: Andrea Hullstrung

Title: Director of Visitor Services

Date: 09-29-2025

Model 1 Commercial Vehicles, Inc.

Signature: _____

Name: _____

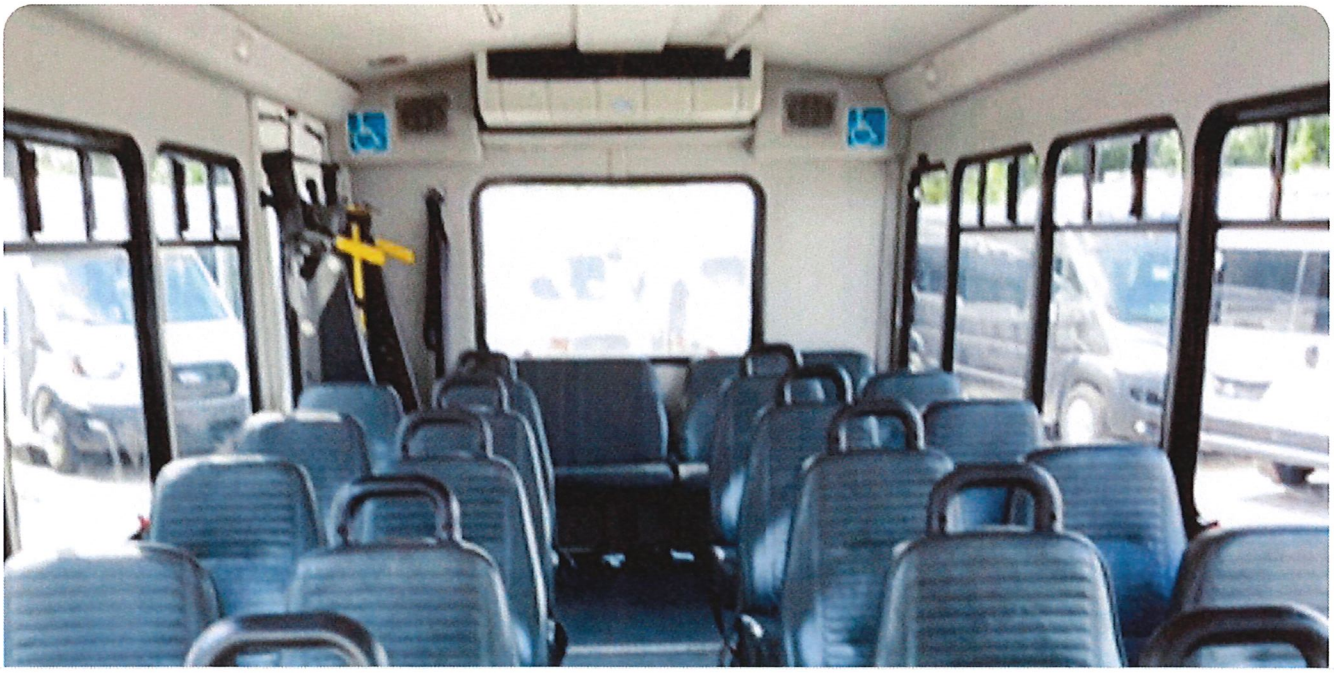
Title: _____

Date: _____

2017 STARCRAFT ALLSTAR 27 WHEELCHAIR BUS – 24 PASSENGER 2 WHEELCHAIR

Dual Rear Wheel | Upgraded Seating | Improved Passenger Access | Flexible Seating | Wheelchair Accessible





Starting at $66,850

Request a Quote

Click to Call

Manage consent

2017 STARCRAFT ALLSTAR 27 WHEELCHAIR BUS – 24 PASSENGER 2 WHEELCHAIR

Dual Rear Wheel | Upgraded Seating | Improved Passenger Access | Flexible Seating | Wheelchair Accessible





Starting at $66,850

Request a Quote

Click to Call

Manage consent

2017 STARCRAFT ALLSTAR 27 WHEELCHAIR BUS – 24 PASSENGER 2 WHEELCHAIR

Dual Rear Wheel | Upgraded Seating | Improved Passenger Access | Flexible Seating | Wheelchair Accessible





Starting at $66,850

Request a Quote

Click to Call

Manage consent

Call Now 877-287-7253

Available 8AM-6PM EST

BUSESFORSALE.COM

BUSES / MINI BUSES

Stock: 10349

2025 Ford E450 Starcraft Allstar

$ 128,900













We ship worldwide

Vehicle Details

Price	Year
$ 128,900	2025
Mileage	Passengers
1,300	26

Make	Model	Body
Ford	E450	Allstar Starcraft

Call Now 877-287-7253 Available 8AM-6PM EST

BUSESFORSALE.COM

Vehicle Information

This 2025 Ford E450 Starcraft Allstar is a medium-sized bus with seating for 26 passengers.It features a 7.3L V-8 gas engine, 1300 miles, and is 25 feet long. The bus is painted in white with blue and silver trim.

Features

- Overhead Luggage Racks (full length both sides) with LED Reading Lights
- High-back Berkshire Recliner Seats with Retractable Seat Belts
- Level Five Upgrade Fabric: 34701 Blue Wave
- Arm Rests at Aisle
- Side Sliders
- Deluxe Driver's Seat (recline)
- 6" x 16" Interior Mirror
- Gray Gerflor Flooring
- Padded Vinyl Interior (Walls & Ceiling)
- Right Hand Entrance Grab Rail
- Safety Package (Reflector Triangles & Fire Extinguisher)
- 36" x 36" T-Slider Windows (T-Slider at Top)
- Electric Double-Leaf Entrance Door with Exterior Key Switch
- Driver's Running Board
- Stainless Steel Wheel Inserts with Valve Stem Extensions
- 65,000 BTU Rear Heater
- 70,000 BTU Rear A/C with Dual Compressors
- Tilt Wheel/Cruise Control
- AM/FM/Bluetooth/USB w 4 Speakers (Ford OEM)
- Back-up Camera
- Ford OEM Alternator (240 Amp)
- LED Interior and Exterior Lights
- Three (3) Dual USB Chargers (Mounted to Seat Frame) (Rows 2, 3, & 4 on Driver's side)
- Exterior Length: 28 ft
- Exterior Width: 8 ft
- Exterior Height: 10.5 ft
- Interior Length: 22 ft
- Interior Width: 7.5 ft
- Interior Height: 6.5 ft

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2023 Ford E450 Starcraft Allstar

Year	Mileage	Passengers
2023	84,800	13

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Ask about this bus



Stock #: 24662

2025 Ford E450 Starcraft Allstar Shuttle Bus

Year	Mileage	Passengers
2025	N/A	13

Contact for Price

Ask about this bus



Stock #: 24658

2025 Ford E450 Starcraft Allstar Shuttle Bus

Year	Mileage	Passengers
2025	N/A	21

Contact for Price

Ask about this bus



Stock #

2025 F

Bus

Year
2025

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CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 8.A.**

Requested Motion: Introduction of Ordinance No. 25-O-14 amending Chapter 19 of the City of Crystal River Code of Ordinances, entitled "Hazardous Material"; amending Article III. entitled "Florida-Friendly Use of Fertilizer on Urban Landscapes" to further regulate the use of fertilizers near waterways and during various months of the year, and set a public hearing on October 27, 2025, at 5:30 p.m.

Summary:
The Sierra Club presented information to Citrus County and the City of Crystal River on reducing pollution of our springs and aquifer specifically as it relates to fertilizer usage. Based on Citrus County's water quality goals and current measurements of nitrogen pollution per year, the Sierra Club recommended to us that the Fertilizer Ordinance should be strengthened to:

- Expand the prohibited application period for fertilizer containing nitrogen and phosphorous to include a strict rainy season (June, July, August, and September) in addition to the ban already in place during the dormant months of November, December, January, February and March; and any time period during which a flood watch or warning, tropical storm watch or warning or hurricane watch or warning is in effect for any portion of the city, issued by the National Weather Service.
- Further define fertilizer free zones 25 feet from any waterbodies,
- Limit the maximum amount of nitrogen used annually to 4 pounds per 1,000 square feet,
- Require that 65% of the amount of nitrogen in any fertilizer product be in a slow release formulation,
- Limit phosphorus fertilizer to when a soil deficiency has been verified by an approved test,
- And remove the exemption from this ordinance for commercial applicators.

These proposed revisions ensure our Fertilizer Ordinance remains consistent with the updates to the Citrus County Code of Ordinances in protection of our waterways.

Staff Recommendation:
Introduction of Ordinance No. 25-O-14, and set a public hearing on October 27, 2025, at 5:30 p.m.

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING CHAPTER 19 OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, ENTITLED “HAZARDOUS MATERIAL”, AMENDING ARTICLE III. ENTITLED “FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES”; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:
Description
25-O-14_FERTILIZER.pdf

Attachment A - Strikethrough.pdf
Attachment A - Clean.pdf

ORDINANCE NO. 25-O-14

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING CHAPTER 19 OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES, ENTITLED "HAZARDOUS MATERIAL", AMENDING ARTICLE III. ENTITLED "FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Crystal River is located on the "springs coast" in the heart of the largest concentration of springs in the world and is home to more than one hundred (100) spring vents, geologic karst, caves, and underground stream systems found nowhere else in the world; and

WHEREAS, the City of Crystal River contains, or is in close proximity to, three (3) of only thirty-three (33) first-magnitude Florida springs, including the Kings Bay Group, Homosassa Group, and Chassahowitzka Group; and

WHEREAS, springs are a highly valued resource due to the widely recognized environmental, historical, and cultural importance to the city, county, and the state; and

WHEREAS, the City of Crystal River is concerned with the current and future impacts of loading of excess nutrients, especially nitrogen and phosphorus compounds, into these relatively low-nutrient adapted springs, rivers, and coastal waters; and

WHEREAS, nearly all lands within the City's boundaries are located within the spring shed recharge areas of springs groups located both within and outside the city, and further that lands within its boundaries are also located within, or in close proximity to, the watersheds of the Withlacoochee River and coastal estuaries and waters of the Gulf of Mexico and Florida outstanding waterways; and

WHEREAS, for these reasons, the Council hereby finds that the regulations of use of fertilizers near waterways and during various months of the year is in the best interest of the citizens of the City.

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

SECTION 1. PURPOSE

The purpose of this Ordinance is to update Chapter 19, Article III of the Crystal River, Florida Code of Ordinances to further regulate the use of fertilizers near waterways and during various months of the year.

SECTION 2. AUTHORITY

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

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

The City Council of the City of Crystal River, Florida, hereby adopts this Ordinance by amending Chapter 19, Article III, as shown in **Exhibit A**, attached hereto, and incorporated herein by reference.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION

It is the intention of the City Council of the City of Crystal River, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the Code of Ordinances City of Crystal River. The City Manager, in conjunction with the City Clerk and the City Attorney, are hereby granted the authority to take any and all necessary and appropriate actions to accomplish the provisions of this Section. The Exhibits to this Ordinance are hereby incorporated herein by the references thereto as if fully set forth herein verbatim.

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE

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

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

ATTEST: **CITY OF CRYSTAL RIVER**

_____ _____

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

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

_____
Robert W. Batsel, Jr., City Attorney

VOTE OF COUNCIL:

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

ATTACHMENT "A"

ARTICLE III. FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES

(in part)

Sec. 19-54. Definitions.

As used in this article, the following terms shall have the meanings set forth in this article unless the context clearly indicates otherwise.

Administrator means the city manager of the City of Crystal River, Florida, or any other official by the city manager to administer and enforce the provisions of this article.

Application or *apply* means the actual physical deposit of fertilizer to turf or landscape plants.

Applicator means any person who applies fertilizer on turf and/or landscape plants in Crystal River, Florida.

Best management practices means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

Board or *governing board* means the city council of the City of Crystal River, Florida.

City means the City of Crystal River, Florida.

City of Crystal River approved best management practices training program means a training program approved per F.S. § 403.9338, or any more stringent requirements set forth in this article that includes the most current version of the Florida Department of Environmental Protection's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2010," as revised, and approved by the city manager.

Code enforcement officer, official, or *inspector* means any designated employee or agent of the City of Crystal River, Florida, whose duty it is to enforce codes and ordinances enacted by Crystal River, Florida.

Commercial fertilizer applicator, except as provided in F.S. § 482.1562(9), means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

Fertilize, fertilizing, or *fertilization* means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one (1) or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Institutional applicator means any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

Landscape plant means any native or exotic tree, shrub, or groundcover (excluding turf).

Low maintenance zone means an area a minimum of ten (10) feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

Person means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

Prohibited application period means that the application of fertilizer containing nitrogen **and/or phosphorus** to turf and/or landscape plants is prohibited during the following periods: the dormant months of November, December, January, February and March; any time period during which a flood watch or warning, tropical storm watch or warning or hurricane watch or warning is in effect for any portion of the city, issued by the National Weather Service; and, ~~**any period of time during which heavy rain is likely.**~~ **the rainy months of June, July, August, and September.**

Saturated soil means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this article, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

Slow release, controlled release, timed release, slowly available, or *water insoluble nitrogen* means nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

Turf, sod, or *lawn* means a piece of grass-covered soil held together by the roots of the grass.

Urban landscape means pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this article, agriculture has the same meaning as in F.S. § 570.02.

Urban landscape commercial applicator means one who holds an active certificate issued by the Florida Department of Agriculture and Consumer Services pursuant to the requirements of F.S. § 482.1562, and F.A.C 5E-14.117.

(Ord. No. 17-O-08, § 3, 6-12-2017)

Sec. 19-57. Fertilizer free zones.

(a) Fertilizer **containing nitrogen and/or phosphorus** shall not be applied within twenty-five (25) feet of any spring, pond, stream, watercourse, waterway, lake, canal, sinkhole or wetland as defined by the Florida Department of Environmental Protection (F.A.C. Ch. 62-340) or within twenty-five (25) feet from the top of a seawall or embankment. If more stringent city regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations.

~~**(b) Newly planted turf and/or landscape plants may be fertilized in this zone only for a sixty-day period beginning thirty (30) days after planting if needed to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.**~~

(Ord. No. 17-O-08, § 3, 6-12-2017)

Sec. 19-59. Fertilizer content and application rates.

(a) Fertilizers applied to turf within the city shall be applied in accordance with requirements and directions provided by F.A.C. Rule 5E-1.003**, except the maximum amount of nitrogen used annually per 1,000 square feet of turf and/or landscape shall be four (4) pounds**.

(b) ~~**Application of nitrogen shall follow the nitrogen recommendations for "Central" Florida as provided by F.A.C. 5E-1.003. At least one-third (⅓)**~~ **Sixty-five (65%)** the amount of nitrogen in any fertilizer product applied to turf and/or landscape plants must be in a slow release formulation.

(c) Nitrogen ~~**or phosphorus**~~ fertilizer shall not be applied to turf or landscape plants except as provided in subsection (a) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

(d) Phosphorus fertilizer shall not be applied to turf or landscaping unless a soil deficiency has been verified by an approved test. Provided, however, where phosphorus deficiency has been demonstrated in the soil underlying the turf by a soil analysis test performed by a State of Florida-certified laboratory, phosphorus may be applied to turf at a rate no greater than one-quarter of one pound (0.25 lb.) of phosphorus per one thousand (1,000) square feet per application, not to exceed one-half pound (0.5 lb.) of phosphorus per one thousand (1,000) square feet per year.

(Ord. No. 17-O-08, § 3, 6-12-2017)

Sec. 19-62. Exemptions.

The provisions set forth above in this article shall not apply to:

(a) Bona fide farm operations as defined in the Florida Right to Farm Act, F.S. § 823.14;

(b) Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock;

(c) Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture;

(d) Land used in golf course operations;

(e) Land used for vegetable gardens;

~~**(f) Application of fertilizer by a licensed fertilizer commercial applicator;**~~

(~~**g**~~**f**) Application of fertilizer by an institutional applicator;

(~~**f**~~**g**) ~~**Urban landscape commercial applicators and**~~ **R**esidential homeowners possessing a Florida Department of Environmental Protection Green Industry-Best Management Practices Certificate of Training are exempt from the terms of the prohibited application period for dormant months, however, they are not exempt from the provisions of section 66-100(b). The exemption provided for certified residential homeowners applies only to the application of fertilizer on the homeowner's lawn.

(Ord. No. 17-O-08, § 3, 6-12-2017)

ATTACHMENT "A"

ARTICLE III. FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES

(in part)

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Fertilize, fertilizing, or *fertilization* means the act of applying fertilizer to turf, specialized turf, or landscape plants.

Fertilizer means any substance or mixture of substances that contains one (1) or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

Guaranteed analysis means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

Institutional applicator means any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

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Urban landscape commercial applicator means one who holds an active certificate issued by the Florida Department of Agriculture and Consumer Services pursuant to the requirements of F.S. § 482.1562, and F.A.C 5E-14.117.

(Ord. No. 17-O-08, § 3, 6-12-2017)

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(Ord. No. 17-O-08, § 3, 6-12-2017)

Sec. 19-59. Fertilizer content and application rates.

(a) Fertilizers applied to turf within the city shall be applied in accordance with requirements and directions provided by F.A.C. Rule 5E-1.003, except the maximum amount of nitrogen used annually per 1,000 square feet of turf and/or landscape shall be four (4) pounds.

(b) Sixty-five (65%) the amount of nitrogen in any fertilizer product applied to turf and/or landscape plants must be in a slow release formulation.

(c) Nitrogen fertilizer shall not be applied to turf or landscape plants except as provided in subsection (a) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

(d) Phosphorus fertilizer shall not be applied to turf or landscaping unless a soil deficiency has been verified by an approved test. Provided, however, where phosphorus deficiency has been demonstrated in the soil underlying the turf by a soil analysis test performed by a State of Florida-certified laboratory, phosphorus may be applied to turf at a rate no greater than one-quarter of one pound (0.25 lb.) of phosphorus per one thousand (1,000) square feet per application, not to exceed one-half pound (0.5 lb.) of phosphorus per one thousand (1,000) square feet per year.

(Ord. No. 17-O-08, § 3, 6-12-2017)

Sec. 19-62. Exemptions.

The provisions set forth above in this article shall not apply to:

(a) Bona fide farm operations as defined in the Florida Right to Farm Act, F.S. § 823.14;

(b) Other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock;

(c) Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture;

(d) Land used in golf course operations;

(e) Land used for vegetable gardens;

(f) Application of fertilizer by an institutional applicator;

(g) Residential homeowners possessing a Florida Department of Environmental Protection Green Industry-Best Management Practices Certificate of Training are exempt from the terms of the prohibited application period for dormant months, however, they are not exempt from the provisions of section 66-100(b). The exemption provided for certified residential homeowners applies only to the application of fertilizer on the homeowner's lawn.

(Ord. No. 17-O-08, § 3, 6-12-2017)

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 9.A.**

Requested Motion: Riverwalk Update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 9.B.**

Requested Motion: 579 US Highway 19, LLC Update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 10.A.**

Requested Motion: Motion to approve additional funding in the amount of $13,440.00 for additional parts not identified in the AquaWorx scope of work for the replacement of splashpad control station for a total project amount of $48,030.18.

Summary:
During Hurricane Helene 2024, the city's splashpad was submerged under flood waters. When this event occurred it damaged all equipment, (electronics and mechanical). The city has reached out for quotes to have the equipment repaired, and the only company in the area to be able to perform the repairs is Aquaworx, 10601 Oak St. NE, St. Petersburg, FL. After Aquaworx's initial evaluation of the equipment, they identified the issues, that the working components had been submerged in salt water for a period of time causing substantial damage to the electronics and mechanical equipment. The initial quote received from AquaWorx was in the total amount of $34,590.18.

With these findings Aquaworx will need to replace DMX Sequencing Show Program Control Panel, Nema 4, UL 508 Listed Control Panel; 42" x 36" x 12", Interactive touch-screen interface (and programmable logic controller as required), Sequencing Controller for Lights and Valves, DMX drivers, 24VDC power supplies, H.O.A selector switches (if applicable), labeled terminal strips for field connections, ventilation. The panel will have preloaded show sequences and operates in conjunction with customer pump controls. The panel is pre-wired, and factory tested prior to shipment. No components are mounted to the outside of the door but are mounted on an internal swing plate.

During the remediation of the splashpad, Aquaworx identified switches in the canisters as being corroded due to sitting in salt water for a lengthy period of time. The replacement switches, field labor, and drive time to location will result in an additional cost of $13,440.00 for a total project amount of $48,030.18.

Initial quote and subsequent quotes are included for reference.

Staff Recommendation:
Approval of additional funding in the amount of $13,440.00 for additional parts not identified in the AquaWorx scope of work for the replacement of splashpad control station for a total project amount of $48,030.18.

Project Cost:
$13,440.00

Funding Source:
001-01599-49013-HELEN (General Fund Non-Departmental - Hurricane Expenditures)

Amount Available:
$51,896.93 (FY2025 Estimated Rollforward Funding)

ATTACHMENTS:
Description
00CITY OF CRYSTAL RIVE_SO_0012385_Q_000.PDF
Aquaworx.pdf

Quote

10601 Oak Street NE
Saint Petersburg, FL 33716
SAINT PETERSBURG, FL 33716
Phone : (727) 329-8845 or 888-426-8511
Fax : (727) 289-7126

Date	Quote Number
9/26/2025	0012385

Terms	Rep	P.O. No.
COD	HOUS	

Name/Address	Ship To
CITY OF CRYSTAL RIVER 123 NW US19 Crystal River, FL 34428	CITY OF CRYSTAL RIVER 123 NW US19 Crystal River, FL 34428

Customer Contact	Customer Phone	Customer Fax	Job
TROY SLATTERY	(352) 795-4216		Crystal River Splash Pad

Ordered	Item Code	Description	Price	Amount
1.00	/CUSTOMP	(13) replacement switches	7,560.00	7,560.00
9.00	/DRIVE TIME	Drive Time to Location	120.00	1,080.00
24.00	/LABOR	Field Labor	200.00	4,800.00

"Be aware! Cyber crime is on the rise. Fraudsters are using phishing and spoofing email schemes as a ploy to redirect electronic payments into the fraudsters accounts rather than the intended payee. If you receive any correspondence that appears to be from our company and announces a change in bank details, please contact us before you pay. We will never send an email to change our banking instructions."

PLEASE RETURN SIGNED QUOTE FOR ORDER CONFIRMATION

Signature _____

Subtotal	13,440.00
Sales Tax	0.00
Order Total	13,440.00

Ownership of all materials listed on this invoice shall be vested in the seller, Aquaworx Inc until said materials are fully paid for. If the invoice has to be collected through an attorney then purchaser agrees to pay all reasonable costs for the making of the collection. Venue will be in St. Petersburg FL. Sellers liability is limited to buyers purchase price of the materials. Quoted prices are valid for 30 days with freight subject to change. Aquaworx adds a 3% service fee for credit or debit card payments. Cancellations or returns are not accepted without prior authorization in writing and are subject to a 40% Re-stocking fee. Notice of Commencement must accompany orders.

Thank You for Your Order

Please Choose: GREEN or WHITE
TEST CAPS or INSTALLED VALVES

DESIRED SHIP DATE: _____

Quote

AQUAWORX
A PLAYCORE Company

10601 Oak Street NE
Saint Petersburg, FL 33716
SAINT PETERSBURG, FL 33716
Phone : (727) 329-8845 or 888-426-8511
Fax : (727) 289-7126

Date	Quote Number
1/28/2025	0010774

Terms	Rep	P.O. No.
COD	HOUS	

Name/Address	Ship To
CITY OF CRYSTAL RIVER 123 NW US19 Crystal River, FL 34428	CITY OF CRYSTAL RIVER CITY OF CRYSTAL RIVER SPLASH PAD Crystal River, FL 34429

Customer Contact	Customer Phone	Customer Fax	Job
TROY SLATTERY	(352) 795-4216		SPLASH PAD REBUILD

Ordered	Item Code	Description	Price	Amount
1.00	/CUSTOMP	DMX Sequencing Show Program Control Panel, Nema 4, UL 508 Listed Control Panel; 42" x 36" x 12", Interactive touch-screen interface (and programmable logic controller as required), Sequencing Controller for Lights and Valves, DMX drivers, 24VDC power supplies, H.O.A selector switches (if applicable), labeled terminal strips for field connections, ventilation. Panel will have preloaded show sequences. Panel operates in conjunction with customer pump controls. The panel is pre-wired and factory tested prior to shipment. No components mounted to outside of door, mounted on internal swing plate. ONE YEAR WARRANTY	13,095.00	13,095.00
1.00	5005	SUB PANEL, MAIN LUG, 125A 1PH 12/24	271.54	271.54
1.00	6011	UV SANITIZER, SAG120	9,138.10	9,138.10
1.00	0025	CABINET LIGHT KIT	156.31	156.31
1.00	6006	CHEM CONTROLLER, MR1	2,716.60	2,716.60
1.00	2766	STENNER PUMP, 45M4	480.70	480.70
1.00	2765	STENNER PUMP, 45M3	480.70	480.70
3.00	5038	GFCI RCPT, 15A 125V, SELF TEST, WHITE	34.95	104.85
2.00	2006	INTELLIFLO XF VSF 3HP, 230V 1PH	2,303.19	4,606.38
1.00	/CUSTOMP	025A WIND CONTROLLER	900.00	900.00
4.00	/DRIVE TIME	Drive Time to Location	60.00	240.00
20.00	/LABOR	Field Labor	120.00	2,400.00

Continued

Quote

AQUAWORX
A PLAYCORE Company

10601 Oak Street NE
Saint Petersburg, FL 33716
SAINT PETERSBURG, FL 33716
Phone : (727) 329-8845 or 888-426-8511
Fax : (727) 289-7126

Date	Quote Number
1/28/2025	0010774

Terms	Rep	P.O. No.
COD	HOUS	

Name/Address	Ship To
CITY OF CRYSTAL RIVER 123 NW US19 Crystal River, FL 34428	CITY OF CRYSTAL RIVER CITY OF CRYSTAL RIVER SPLASH PAD Crystal River, FL 34429

Customer Contact	Customer Phone	Customer Fax	Job
TROY SLATTERY	(352) 795-4216		SPLASH PAD REBUILD

Ordered	Item Code	Description	Price	Amount

"Be aware! Cyber crime is on the rise. Fraudsters are using phishing and spoofing email schemes as a ploy to redirect electronic payments into the fraudsters accounts rather than the intended payee. If you receive any correspondence that appears to be from our company and announces a change in bank details, please contact us before you pay. We will never send an email to change our banking instructions."

PLEASE RETURN SIGNED QUOTE FOR ORDER CONFIRMATION

Signature _____

Subtotal	34,590.18
Sales Tax	0.00
Order Total	34,590.18

Ownership of all materials listed on this invoice shall be vested in the seller, Aquaworx Inc until said materials are fully paid for. If the invoice has to be collected through an attorney then purchaser agrees to pay all reasonable costs for the making of the collection. Venue will be in St. Petersburg FL. Sellers liability is limited to buyers purchase price of the materials. Quoted prices are valid for 60 days with freight subject to change. Aquaworx adds a 3% service fee for credit or debit card payments. Cancellations or returns are not accepted without prior authorization in writing and are subject to a 40% Re-stocking fee. Notice of Commencement must accompany orders.

Thank You for Your Order

Please Choose: GREEN or WHITE
TEST CAPS or INSTALLED VALVES

DESIRED SHIP DATE: _____

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 11.A.**

Requested Motion: Motion to approve the Crystal River City Council meeting schedule for calendar year 2026

Summary:

The City Charter establishes that City Council shall hold regular meetings at such times as it may determine but no less than one regular meeting per month. Council has established the 2nd and 4th Mondays of each month as the days when Council meetings are conducted, excluding the months of June, July, November, and December.

Attached, is a proposed 2026 schedule of the City Council meetings. Also attached, please find CRA and Planning Commission meeting schedules, along with the holiday schedule for the 2026 calendar year.

In accordance with the City's "Personnel Policy Manual", when a holiday falls on a Saturday, the holiday shall be observed on the previous Friday or when the holiday falls on a Sunday, the holiday shall be observed the following Monday.

Staff Recommendation:
Staff recommends approval of the Crystal River meeting schedule for 2026.

ATTACHMENTS:
Description
Council Meeting Dates 2026.docx
CRA Meeting Dates -2026.doc
Planning Commission Meeting Dates -2026.doc
Holiday_Schedule_2026.doc

2026
City of Crystal River
City Council Meeting Dates

Month	Day	Date
January	Monday	12
	Monday	26
February	Monday	9
	Monday	23
March	Monday	9
	Monday	23
April	Monday	13
	Monday	27
May	Monday	11
	Tuesday*	26
June	Monday	8
July	Monday	13
August	Monday	10
	Monday	24
September	Monday	14
	Monday	28
October	Monday	12
	Monday	26
November	Monday	9
December	Monday	14

***Monday May 25th is Memorial Day**

City of Crystal River
Community Redevelopment Agency
2026 Meeting Dates

Month	Day	Date
January	Monday	12
February	Monday	9
March	Monday	9
April	Monday	13
May	Monday	11
June	Monday	8
July	Monday	13
August	Monday	10
September	Monday	14
October	Monday	12
November	Monday	9
December	Monday	14

MEETINGS WILL BEGIN AT 5:00 P.M.
Tentative as needed schedule

City of Crystal River
Planning Commission Meeting Dates
2026 Schedule

Month	Day	Date
January	Thursday	8*
February	Thursday	5
March	Thursday	5
April	Thursday	2
May	Thursday	7
June	Thursday	4
July	Thursday	2
August	Thursday	6
September	Thursday	3
October	Thursday	1
November	Thursday	5
December	Thursday	3

*January meeting scheduled for January 8th due to New Years Day Holiday.

2026– Holiday Schedule

Month	Day	Date	Holiday
January	Thursday	1	New Year's Day
	Monday	19	Martin Luther King Jr. Day
February	Monday	16	President's Day
April	Friday	3	Good Friday
May	Monday	25	Memorial Day
July	Friday	3	Independence Day
September	Monday	7	Labor Day
November	Wednesday	11	Veterans' Day
November	Thursday	26	Thanksgiving Day
	Friday	27	Day After Thanksgiving
December	Thursday	24	Christmas Eve
December	Friday	25	Christmas Day

Personnel Policy Manual

Article Eleven Attendance and Leave
Section D. Holidays

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

When a holiday falls on a *Sunday, the holiday shall be observed on the following Monday* by employees who work a regular workweek. For employees who work other than a regular workweek, the holiday shall be observed on its traditional day.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 11.B.**

Requested Motion: Council discussion regarding City Banking Services

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CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: October 13, 2025 **Agenda Item Number: 11.C.**

Requested Motion: Council discussion regarding City Lobbying Services

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