



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

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

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

NOTICE TO PUBLIC

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

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

GENERAL MEETING PROCEDURES

1. In consideration of others, we ask that you follow a few basic rules:
 - A. Please turn cell phones off, or place on vibrate. If you must make a call, please step out into the hallway.
 - B. If you must speak to someone in the audience, please speak softly or go out into the hallway.
 - C. Personal comments/remarks, directed to Council or the public, are not allowed and are considered out of order.
2. Public Comment:
 - A. The general public will be allowed three (3) minutes to speak during the Public Input section at the beginning of the meeting and five (5) minutes to speak during the Public Input section at the end of the meeting.

1. **CALL TO ORDER**
 - A. Roll Call**
 - B. Invocation**
 - C. Pledge of Allegiance**
 - D. Recognition of Elected Officials in Attendance**
2. **ADOPTION OF AGENDA**

3. **PRESENTATIONS**

- A. Crystal River Fire Department Check Presentation

4. **UNFINISHED BUSINESS**

5. **PUBLIC INPUT**

(Three Minute Time Limit)

6. **APPROVAL OF CONSENT AGENDA**

- A. Motion to approve minutes of the City Council meeting held May 12, 2025
- B. Monthly Departmental Report Summary for the month of April

7. **PUBLIC HEARING**

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

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

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

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

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

9. CITY ATTORNEY

- A. Motion to approve settlement agreement between City of Crystal River and 579 US Highway 19, LLC
- B. Riverwalk update

10. CITY MANAGER

- A. Motion to approve Amendment No. 1 to the existing Pre-Design and Programming Services for the Crystal River Government Complex Phase 1 with Monarch Design Group at an additional lump sum cost of \$20,000
- B. Motion to authorize the Mayor to execute a Florida Housing Finance Corporation "Local Government Area of Opportunity Funding Form" and reallocate a previous loan commitment made to HTG Hidden Lake, LLC, in the amount of \$340,000.00 for the Fountains at Hidden Lake Phase II affordable housing development
- C. Motion to approve and authorize the Mayor to execute "Continuing Services Agreement Between Owner and Construction Manager" for the provision of Construction Manager at Risk (CMAR) Services by two previously selected firms (A.D. Morgan Corporation and Scorpio)
- D. Purchasing Policy Discussion

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

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

13. PUBLIC INPUT

(Five Minute Time Limit)

14. ADJOURNMENT

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 3.A.

Requested Motion: Crystal River Fire Department Check Presentation

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 6.A.

Requested Motion: Motion to approve minutes of the City Council meeting held May 12, 2025

ATTACHMENTS:

Description

[5.12.25 Minutes.pdf](#)



Minutes
Crystal River City Council
Regular Council Meeting
Monday, April 28th, 2025 5:30 p.m.
Citrus County Welcome Center
915 N. Suncoast Blvd.

1. CALL TO ORDER

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

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

Council members absent: Council member Chris Ensing

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

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

2. ADOPTION OF AGENDA

Mayor Meek requested the agenda be amended to combine item 11A with item 9A.

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

3. PRESENTATIONS

A. Safe Boating Week Proclamation

Mayor Meek presented the proclamation and Linda R. Jones, Past Division Commander, USCG Auxiliary - Div. 15 discussed the annual event and development of new station at Barge Canal.

B. 2024 Crystal River Annual Tourism Report

Citrus County Tourism Director Auvis Cole presented to Council and discussed proposed legislation that may effect TDC funding. He also addressed questions regarding proposed legislation and impact of certain local resort closures on tourism revenues.

4. UNFINISHED BUSINESS

A. Motion to approve modifications to the Human Resource Policy Manual dated May 1, 2025

City Manager Curts introduced the item, previously brought forth on consent agenda at the April 28, 2025 Council meeting.

Motion to approve modifications to the Human Resource Policy Manual dated May 1, 2025 was made by Council member Frink; seconded by Vice Mayor Holmes. Motion carried 4-0.

5. PUBLIC INPUT

Brooklyn Norman-Hunter Springs Kayaks-Crystal River- Discussed post-meeting interaction with a Council member in response to her public comments made during previous Council meeting. Matters related to Kings Bay Park facilities, including improvement project and paddle craft franchise program were discussed. Concerns related to post-meeting interaction and first amendment rights were also discussed.

Charlie Kish- Crystal River- Discussed concerns related to boat lift construction in canal near residence, related safety concerns and requested letter from City submitted to Army Corps of Engineers. He also requested that staff expand the notification radius related to the project.

Dave Perry- Hunter Springs Kayaks- Discussed interaction previously referenced by Ms. Norman, response and potential options to remedy.

Council member Frink addressed Ms. Norman and Mr. Perry's comments related to post-meeting interaction, discussing Kings Bay Park Master Plan project, facilities and paddle craft franchise program operated from the park, as well as local government administration.

Mayor Meek, Council member Satchell and Council member Holmes addressed Mr. Kish's comments and request, as well as public input received from Ms. Norman and Mr. Perry.

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council meeting held April 28, 2025

B. Motion to approve minutes of the Budget Workshop held April 30, 2025

C. Motion to approve a road closure for the 2025 4th of July Celebration

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

7. PUBLIC HEARING

8. INTRODUCTION AND FIRST READING OF ORDINANCES

9. CITY ATTORNEY

A. 579 US Highway 19, LLC Property Update/ 11A. Discussion regarding property located 579 U.S. Highway 19 and consideration of motion to proceed with foreclosure and demolition

City Attorney Hartley provided an update regarding 579 US Hwy 19, LLC property, noting status of draft developer's agreement (currently being negotiated, with draft to be provided to Council).

Mayor Meek introduced the item, providing background information regarding the parcel and efforts to address the blighted property, noting the previously commenced demolition project, and emergency meeting held in January during which Council authorized staff to proceed with Developer's Agreement negotiations with potential owner/developer. He proposed proceeding with foreclosure and demolition in the event that an agreement cannot be finalized and brought before Council for approval at the next meeting.

City Attorney Batsel provided a status update regarding agreement negotiations, noting multiple parties involved and contingencies related to the potential purchase of the property for redevelopment. project update, including the status of SHPO confirmation letter, permitting submission package and outstanding easement agreements. He suggested scheduling a meeting with himself, Ms. Curts, Mayor Meek, Mr. O'Hanrahan and Mr. Reeves to finalize agreement.

Consensus was reached by Council to schedule the meeting for finalization of an agreement to be brought back for Council approval at the May 27, 2025 Council meeting.

B. Riverwalk Update

City Attorney provided an update regarding the project, noting pending SHPO confirmation, permitting package submission, and outstanding easement agreements. He also confirmed CMAR agreements were ready.

Vice Mayor Holmes discussed the NW 3rd Avenue boat ramp relocation and Fort Island Trail Boat Ramp expansion project, which the County and City included with their legislative priorities.

10. CITY MANAGER

A. Motion to adopt Resolution No. 25-R-15 and approve a sole-source purchase in the amount of \$34,590.18 from Aquaworx for replacement of Splashpad control station

City Manager Curts presented the item, noting need to expedite project for upcoming summer season. She also discussed future options for upgrading the system for resiliency purposes, confirming an agreement for such engineering services will be brought back at a future Council meeting. Assistant City Manager/Public Works Director Troy Slattery confirmed 6 week timeline.

Motion to adopt Resolution No. 25-R-15 and approve a sole-source purchase in the amount of \$34,590.18 from Aquaworx for replacement of Splashpad control station was made by Vice Mayor Holmes; seconded by Council member Satchell. Motion carried 4-0.

City Manager Curts also provided a status update regarding the EPA grant funding for the Secondary Well Relocation project, noting cost share waiver granted by the agency.

11. CITY COUNCIL

A. Discussion regarding property located 579 U.S. Highway 19 and consideration of motion to proceed with foreclosure and demolition

Item was combined with item 9A

12. COUCIL MEMBER AND COMMITTEE REPORTS

- A. Mayor Meek recognized Chris Evan, of Citrus Conty EOC, which confirmed upcoming All Hazards Expo scheduled for 06/14/25 from 9 a.m. to 1 p.m.
- B. Vice Mayor Holmes read Article III of the City Charter (including portions of Section 3.08 “Limitations”, item C “Interference with Administration” and Section 3.09 “City Council, Rules, Quorum Committees and Meetings”), noting changes observed.
- C. Council Member Satchell thanked Robert and confirmed TDC and Library Board meetings upcoming.
- D. Council member Frink offered apology to Ms. Norman.
- E. Council Member Ensing

Further discussion was held regarding pending legislation reallocation of TDC funding and potential utilization of TDC funding for springs restoration projects.

13. PUBLIC INPUT

Brooklyn Norman- Hunter Springs Kayaks- Thanked Council member Frink.

Gerry Mulligan- Crystal River- Discussed request for \$25,000 funding match for Three Sisters Springs planned improvement project (two viewing platforms), as part of management agreement. He discussed the status of the project (design complete), noting total project cost.

Mindi Hastings- Crystal River- Inquired about 579 US Highway 19, LLC and purchase contingencies.

Charlie Kish- Crystal River- Discussed resident access to Three Sisters Springs Refuge and associated fees.

Mayor Meek spoke in support of \$25,000 funding request, Vice Mayor Holmes discussed resident entry for Three Sisters Springs Refuge and Council member Frink confirmed fees would be discussed at upcoming workshop.

City Manager Curts confirmed that the \$25,000 was already included in the FY26 C.I.P. budget.

14. ADJOURNMENT Mayor Meek adjourned the meeting at 7:11 p.m.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 6.B.

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

ATTACHMENTS:

Description

[2025 Summary Report- April.docx](#)



Departmental Monthly Report Summary April 2025

THE CITY CLERK'S OFFICE

During the month of April, the office clerked 3 public meetings, coordinating the agenda and drafting 9 agenda items. The Clerk's office also facilitated 13 public records requests and performed 25 notarizations on various legal documents. Recording items included 14 Utility lien releases, 1 utility lien, 1 Indian Waters Easement, and 1 agreement. Ongoing responsibilities include grant coordination/reporting, audio/visual equipment operations/coordination, budget-related obligations, scheduling for City Manager, Riverwalk permitting and easement coordination/processing, records management duties including facilitation of public records requests, ordinance and resolution drafting, with instructions for administration/implementation, procedural information, etc.

COMMUNITY ENGAGEMENT

In April, the department coordinated and executed a ribbon cutting for the NW 1st Avenue parking lot project and hosted First Friday. Citrus Space Makers contacted the City about making a personalized table for us to help replace some of the items lost in the floods. They were gracious enough to offer us the table, time, and materials for this unique piece with the river inlaid at no cost. The department is spearheading the signage project for our temporary location, and we hope to award that project in May. We coordinated with Crystal River Main Street on an Earth Day cleanup downtown. Planning continues for the Copeland Park ribbon cutting, 4th of July, an employee picnic, and First Friday.

THREE SISTERS SPRINGS

Three Sisters Springs had a total of 3,735 visitors for the month of April. Fiscal year 24' March had a total of 3,684 visitors. Visitor counts were up 1.4% from the previous year with the largest recorded number of visitors for the month of April since the opening in 2016 with an average of 124.5 people per day. April had above average temperatures with below average precipitation making it warm and muggy. Net revenue for the month totaled \$36,225.25. Commissions paid to USFWS totaled \$10,805.26.

This month on Social Media:

Facebook:

- Facebook Reach: 132,987
- Facebook Views: 61,125
- Facebook Content Interactions: 1,055
- Facebook Follows: 315
- Facebook Visits: 8,394

Instagram:

- Instagram Reach: 593
- Instagram Views: 5,314
- Instagram Content Interactions: 61
- Instagram Follows: 330
- Instagram Visits: 884

HR/RISK MANAGEMENT

Open Positions

Associate Planner – Still interviewing applicants.

Intern Program

FCCMA Intern Program applicant chosen – Isabella Brennan-Diaz

The City's Application to the Internship Program was approved and the City was selected to receive a \$10,000 stipend to provide for a paid internship.

Reclassification

Kaitlyn Mourgas reclassified from seasonal to regular PT Visitors Specialist

Resignations

Abigail Johnson – Visitors Specialist

Tayna McGee – Park Attendant

Employee Headcount

Full Time City & Fire – 41

Part Time City – 17

Fire Fighter Volunteer – 15

Fire Fighter/EMT Part Time – 7

Ongoing Items/Upcoming:

Upcoming Cyber security training for all City Employees.

Human Resources Manual Update, motion to be approved by Council

PUBLIC WORKS DEPARTMENT

Roads and Streets

- Storm ditches cleaned out, heavy emphasis NE and SE Parts of the City.
- Road depression repairing ongoing City wide.
- Cleaned out storm drainpipes City wide.
- Assisted Fire Department in a storage room build.
- Tree trimming on going City wide.
- Hired a New Maintenance I 03/26/2025 Maksym Shynkaruk
- Buoy Rope Installed around Hunter Spring on the west side of the Beach area.
- Public works Repaired and replaced the American flags on US 19 Citywide.
- Mowing season has started
- Preparing for hurricane season.

Parks & Park Rangers

- Citations written.....14
- Flow birds pay machines are now operational for parking. Still working out IT issues.
- Boats Pumped.....61
- Gallons Pumped.....3130

Capital Projects

* Further details are listed in the full departmental reports.

- Paradise Point lift station manifold project. Waiting on final electrical to be installed, scheduled for mid May. (project 95 percent complete) scheduled to be completed by mid to late April
- Indian Waters – 2 additional units have started the septic-sewer conversion. 49 connected 12 in progress 20 not connected. These numbers include vacant lots that may be constructed.
- Kings Bay Park Improvements – In engineering and design phase. In the permitting phase.
- Paradise Point Drainage Project – In engineering and design phase.

Utilities & US WATER

- Addressed sewer backups at:
 - o 674 NE 5th St
 - o 845 N Country Club Dr
 - o 1162 N Country Club Dr
 - o 1065 N Palm Springs Terr
- Repaired sewer lateral at:
 - o 1534 NW 17th Ct
- Repaired water leak at:
 - o 1841 NW 18th St
- Replaced service line and/or new meters at:
 - o 1841 NW 18th St
 - o 130 NE Crystal St
 - o NW 10th St & NW 1st Ave
- Repaired RPZ at:
 - o 840 N Citrus Ave
- Repaired vacuum valve issues at:
 - o 10030 W Forst Island Trail
 - o 1144-1162 N Country Club Dr
- Resolved lift station issues at:
 - o LS 5
 - o LS 46
 - o LS W16
 - o LS 35
 - o 9255 W Harbor Isle Ct
 - o 9180 W Harbor Isle Ct
 - o 3725 N Suwanee Pt
 - o 3815 N Ringdove Pt
- Replaced Omni-site alarm battery at:
 - o LS 43
 - o LS 44
- Performed preventative lift station maintenance at:
 - o LS 11
 - o LS 15
 - o LS 16
 - o LS 33
 - o LS 37
 - o LS 6
 - o LS 4
 - o LS 5
 - o LS 18
 - o LS 29
- Replaced 4 Fire Hydrants on W Cove Harbor Dr

* Further details are listed in the full departmental reports.

PLANNING, COMMUNITY SERVICES, & DEVELOPMENT SERVICES

PLANNING AND ZONING:

A. NEW PENDING PUBLIC HEARING(S)

- a. **PCA25-0002/PZM25-0002 – 563 NE 5th Street** – Michael Muniz of Atwell, LLC, on behalf of Crystal River Church of Christ, has filed an application to amend the land use category and zoning district of 563 NE 5th Street from Civic to Urban Center. This application will be heard before the Planning Commission on June 5, with City Council hearings on July 14 and August 11 at 5:30p.
- b. **PA25-0001 – 4264 N Tallahassee Road** – Christine Johnson has filed an application for deannexation of her property 4264 N Tallahassee Road. This application will be heard before the Planning Commission on June 5, with City Council hearings on July 14 and August 11 at 5:30p.
- c. **PSU25-0001 – 404 NE 3rd Street** – John Messer, on behalf of GCR Partnership, LLC, has filed an application to allow a Bed and Breakfast as a Conditional Use at 404 NE 3rd Street. This application will be heard before the Planning Commission on June 5.
- d. **PV25-0003 – 2680 N Turkey Oak Drive** – Jennifer Grissom, owner of Crystal River KOA Journey, has filed an application for a variance to allow for a 6' opaque fence along North Turkey Oak Drive and Balloon Trail at the Crystal River KOA. This application will be heard before the Planning Commission on June 5.
- e. **PV25-0004 – 619 NE 7th Ave** – Gabriel Satchell has filed an application for a variance to allow for a 6' opaque wooden fence. This application will be heard before the Planning Commission on June 5.

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

- 1. **Fountains at Hidden Lakes – A 149 Unit “Affordable Apartment” Complex** – PB24-0162 – 10456 W Ashburn Ln – The permit was purchased on May 28, 2024, and construction has commenced. The Developer is using a private provider for building plan review and inspections. This project is anticipated to be completed by the beginning of June.
- 2. **Home2Suites (Hilton)** – PB24-0172– 2061 NW 18th St – A new four-story, 75-room hotel located on the corner of State Road 44 and NE 12th Ave. The developer proposes to develop the parcel with a hotel and a future restaurant as part of a second phase that would front SR 44. This permit is ready to issue.
- 3. **Crystal River Mall Redevelopment**
 - 1. **Crystal River Townhomes** – PZ24-0057 – 1801 NW Hwy 19 – Application for Civil Site Plan for seven 8-unit buildings for 56 townhouses with clubhouse and dog park. This permit has been issued.
- 4. **Restaurant (at Port Hotel and Marina)** – PB24-0010 - 1508 SE Kings Bay Dr. - Proposed 22,690 sf restaurant. The permit was issued on 11-13-2024, and construction has commenced.
- 5. **Hotel (at Port Hotel and Marina)** – PB24-0011 – 1508 SE Kings Bay Dr. – Proposed 85,500 sf (85-room) hotel. This permit has been issued, and construction has commenced.
- 6. **Elliano’s Coffee** – PB24-0099 – 1204 NE 5th St. - 800 S.F. walk-up and drive-through. This permit has been finalized and closed. Elliano’s Coffee is now open!

7. **Jimmy's Fish Camp Seafood Restaurant** – PB23-0019 – 300 S Hwy 19 – A new restaurant (16,781 sf) and outdoor deck (1,707 sf). The Building Permit has been approved and is ready to be issued. The Developer will use a private provider for building plan review and inspections.
8. **Microtel** – PZ24-0041 – 1030 NE 5th St – A preliminary review of a civil site plan was requested for a new 103 room hotel (10,160 sq. ft.) This application is currently under review.
9. **Aldi Grocery Store** – PB24-0174 – 1651 SE US Hwy 19 – A Building Permit Application at the current Winn Dixie to demise the existing store into two separate spaces with one becoming an Aldi Grocery Store (26,355 square feet) and the remaining left vacant. This permit was issued.
10. **Magnolia Creek – New Commercial Center** – PZ24-0048 – 605 NW US Hwy 19 – A Site Development Permit for a new commercial center with two buildings totaling over 107,000 square feet. This permit has been issued.
11. **Marine Town Warehouse Addition** – PB24-0220 – 2061 NW US Hwy 19 – A 5,000 square foot warehouse addition to Marine Town. This permit has been issued.
12. **Crab Plant Deck and Pavilion** – PB25-0059 – 201 NW 5th Street – A Building Permit for a 2-story deck and a covered pavilion at the Crab Plant Restaurant. This permit has been issued.
13. **Amanda Z Art Studio** – PB25-0171 – 215 NE 3rd Street – A Building Permit for an elevated art studio. This permit is currently under review.

C. PRE-APPLICATION MEETINGS

- a. **1610 N Suncoast Blvd** – A pre-application meeting was held on April 2 to discuss the development potential of 1610 N Suncoast Blvd at the corner of US Hwy 19 and Fort Island Trail.
- b. **Take 5 Oil – 563 NE 3rd Street** – A pre-application meeting was held on April 9 to discuss a land use and zoning amendment as well as development permit for a Take 5 Oil proposed to be located at 563 NE 3rd Street.

BUSINESS TAX RECEIPTS:

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

BUILDING DEPARTMENT:

PERMITS ISSUED:

Building	58
Demolition	4
Electrical	9
Fire Alarm/Fire Sprinkler Systems	1
Mechanical	19
Roofing	11
Irrigation System	10
Zoning	1
Total Permits	113
Total Fees	\$150,352.00
Total Construction Value	\$12,359,142.30

* Further details are listed in the full departmental reports.

INSPECTIONS:

Building	177
Fire	2
Public Works	0
Code	1
Total	
Inspections	180

CODE ENFORCEMENT:**Cases**

Open	28
Closed	18
Total	46

FIRE DEPARTMENT

Fire Department Activities: During the month of April, the Fire Department received 86 calls for service. An average of 3.57 personnel per call and had an average response time of 5.01 minutes. CRFD attended First Friday. CRFD continued training exercises at the fire house, and a live burn at the Inverness fire training center. The CRFD fire cadet program went live. CRFD responded to 1 vehicle fire, 2 brush fires and provided mutual aid to the county.

FINANCE

Attached is the monthly report for the Finance Department as of April 2025. This report represents the first seven months for the fiscal year FY2025 – 58.08% of the year has been completed.

General Fund

Operating Revenues for the fiscal year are running more than budget (\$6,423,515.85 – 76.24% vs. 58.08%); this is normal following the receipt of December Ad Valorem Taxes which are now being received for the year – the largest amount is generally received within the months of December and January. As of this date, we have completed 58.08% of the year; however, we have received 93.18% of this main General Fund revenue source (35.10% more). The state revenues are in line with budget to date. Also, interest earned in our bank accounts continues to exceed the budget due to a change in our interest rate by the bank; it is adjusted each month based on the current prime rate. We have received over \$1.1 million within the current year for Idalia claims from FEMA and our insurance company; there are still claims to be paid before the City is made whole from the funds expended for the event. We received slightly more (77.08%) of our budgeted interest revenue (\$207,138) for the first seven months of FY2025. Overall, revenue for this seven-month period is good.

Operating Expenditures overall are at approximately 35.03% of the budget – 23.005% less than budget. Many departments have paid their annual dues as well as the computer licensing annual costs were paid in October. These one-time annual costs tend to skew the numbers for the first part of the year. Departments continue to plan their operations for the year and encumber funds to better assist with the operations of their department. Projected expenditures for FY 2025 are \$18,725,807 or \$10,705,225 more than the original budget; this is primarily for the rollforwards approved during the November council meeting including Hurricane Idalia & Helene funding along with the funding for the two new Fire trucks approved during the December council meeting.

Marketing/Special Events

Marketing and Special Events are reported as a Special Revenue Fund; however, the fund is still reflected within the financials under the governmental fund. This fund will always net to zero as a monthly transfer from the General Fund is processed to balance the fund; this is the main revenue source for this fund. The total transfer for the first seven months of the year totaled \$124,529. Vendor events fees will be billed to each vendor for utilization of City space and utilities as City Events begin to take off for the year. The City continues to collect vendor sponsorships to assist with the cost of City events.

Visitor Services - Kings Bay Paddlecraft Program and Park Enforcement Program

Revenues for the year are less than budget (\$169,523 – 28.72% vs 58.08%). Both Hurricane Helene and Milton impacted the City parks' operations due to closure for a few weeks. Also, the parking meters were non-operational until this month. Following Hurricane Idalia, there was concern by the vendor and management this may occur due to the saltwater intrusion. They worked for almost a year and then gradually they all began to fail. The City had ordered new meters; they were delivered and installed the first week of April. The parking meters are one of our main sources of revenues for the parks' operations. The kayak launch rental fees, our other main source of parks' revenues were waived for October due to the hurricanes. Unfortunately, two hurricanes back-to-back has significantly impacted the City parks' revenues for the first half of 2024-2025.

Expenditures for the year are less than budget by approximately \$250,844 (13.76% – 44.32% less). This is primarily due to the Park Ranger truck purchase of over \$40,400. The fund currently reflects a positive net position - \$20,725.

CIP

Revenues in the CIP Fund continue to remain low in comparison to the revenues budgeted (2.47%); this is primarily due to the grant funding for projects totaling almost \$10 million which includes City Hall design and demolition which have not begun yet. Both the state revenue and the local option gas tax are in line with the budget for the first seven months of FY2025.

Capital expenditures for the first seven months are also less than budget (5.29%). The main spend year-to-date was for some stormwater projects and the Copeland Park Fishing Bridge. Public Works continues the beginning stages of planning the various capital projects for the year.

Water/Sewer

Operating revenues are slightly less than the budget for the month (53.53% vs 58.08%). The only revenues for the first seven months of the year were the utility billings and interest earned at the bank.

Operating expenditures are also less than the budget (9.34% vs. 58.08%). The contract with U.S. Water in the amount of \$1,701,342.96 has been encumbered for the year as reflected within the encumbrance. Several of the SRF loans for the old sewer expansion projects were paid year-to-date totaling over \$322,061.

Capital Revenues for water and sewer are less than budget (4.33% vs. 58.08%). This is primarily due to the WWTP grant for which reimbursement will not be received until the project is up and running and the City begins to incur costs.

Capital expenditures like the revenues are less than the budget for the year (1.21% vs 58.08%). There was very little activity for the first seven months of the year as Public Works in coordination with U.S. Water are planning the capital projects for the year. Staff also continue to work on the sewer expansion projects. Most FY2024 projects were rolled forward into FY2025.

Sanitation

Sanitation revenues are slightly less than budget for the month (56.36% vs. 58.08%). Staff completed a comparison of City customer billings to Waste Management billings to the City. There were a few adjustments necessary by both the City and the vendor. The vendor again will pay the Franchise fees monthly vs. annually. The \$140,000 collection reflects as revenue into the fund, and then a transfer to General Fund; one-twelfth of this is the \$11,666.67.

Sanitation expenditures are below budget (42.78%) – 15.30% less than budget.

Three Sisters Refuge

Revenues for the first seven months of the year are more than budget (100.81% vs. 58.08% - 42.73% more). Manatee season began 11/15/2024 so we will continue to see an increase in revenues. Operating expenditures are running slightly less than budget for the first seven months of the year (42.77% vs. 58.08%). Three Sisters operations were gearing up for season, which required replenishing supplies and training staff. This fund reflects a positive net position for the first half of the year of \$478,701. Overall, this fund primarily continues to be self-sufficient.

CRA

Revenues for the first seven months of the quarter are significantly higher than budget (119.37%) due to the Ad Valorem Tax which was billed to the County as of the close of February 2025. The only revenue normally received monthly is interest income; this revenue source exceeded budget (72.41% vs. 58.08%).

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

CRYSTAL RIVER CITY COUNCIL MEETING

Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 8.A.

Requested Motion:

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

Summary:

These applications are brought forward by RIF 304, LLC for a small-scale comprehensive plan amendment of the Future Land Use Map (FLUM). The property area under consideration comprises 7.44 acres, which is a portion of 77 and 61 South Suncoast Blvd. This FLUM amendment proposes to change the future land use designation from Conservation to Urban Center.

The applicant wishes to redesignate the land use and zoning for a portion of the parcels for future retail development. There is no development plan proposed with this request.

At its May 1, 2025, meeting, the Planning Commission recommended approval. Motion carried by a 6-1 vote.

Staff Recommendation:

Introduction of Ordinance 25-O-06 and set the public hearing for June 9, 2025.

Ordinance:

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

ATTACHMENTS:

Description

[25-O-06](#)

ORDINANCE NO. 25-O-06

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

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

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

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

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

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

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

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

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

SECTION 1. PURPOSE

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

SECTION 2. AUTHORITY

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

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

SECTION 3. FUTURE LAND USE MAP AMENDED

APPLICATION NO. PCA25-0001 RIF 304, LLC

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

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

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

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

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective thirty-one (31) days after adoption if no challenge is filed. If this Ordinance is challenged within thirty (30) days after adoption, small scale development amendments

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

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

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

ATTEST:

CITY OF CRYSTAL RIVER

MIA FINK, CITY CLERK

JOE MEEK, MAYOR

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

VOTE OF COUNCIL:

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

Robert W. Batsel, Jr., City Attorney

EXHIBIT "A"

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

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

CRYSTAL RIVER CITY COUNCIL MEETING

Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 8.B.

Requested Motion:

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

Summary:

These applications are brought forward by RIF 304, LLC for a small-scale comprehensive plan amendment of the Future Land Use Map (FLUM). The property area under consideration comprises 7.44 acres, which is a portion of 77 and 61 South Suncoast Blvd. This FLUM amendment proposes to change the future land use designation from Conservation to Urban Center.

The applicant wishes to redesignate the land use and zoning for a portion of the parcels for future retail development. There is no development plan proposed with this request.

At its May 1, 2025, meeting, the Planning Commission recommended approval. Motion carried by a 6-1 vote.

Staff Recommendation:

Introduction of Ordinance 25-O-07 and set the public hearing for June 9, 2025.

Ordinance:

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

ATTACHMENTS:

Description

[25-O-07](#)

ORDINANCE 25-O-07

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

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

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

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

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

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

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

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

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

SECTION 1. PURPOSE.

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

SECTION 2. AUTHORITY

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

SECTION 3. ZONING MAP AMENDMENT

APPLICATION NO. PZM25-0001 RIF 304, LLC

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

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

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

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

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE

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

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

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

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

ATTEST:

CITY OF CRYSTAL RIVER

MIA FINK, CITY CLERK

JOE MEEK, MAYOR

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

Robert W. Batsel, Jr., City Attorney

VOTE OF COUNCIL:

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

EXHIBIT "A"

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

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

CRYSTAL RIVER CITY COUNCIL MEETING

Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 9.A.

Requested Motion: Motion to approve settlement agreement between City of Crystal River and 579 US Highway 19, LLC

Summary:

Since December of 2020, the City has been working to address a blighted property located at 579 US Highway 19 through a number of methods, including code enforcement and civil action. The abandoned structure located on the property (previously a shopping center) has been in need of rehabilitation and redevelopment to address the safety risks posed by the structure, as well as economic impacts on the surrounding neighborhood and community, as a whole.

Code Enforcement actions included the recording of a Corrective Final Administrative Order, which constitutes a lien, and a number of subsequent Claims of Lien, obligating the owner (579 SE US Hwy 19, LLC) to satisfy any accrued charges, fees, interest and penalties for services (utilities) related to the case and subject property. On or about March 25, 2024, the City initiated a civil action in the Circuit Court in and for Citrus County, Florida (Case No. 2024-CA-000202-A), which is currently pending resolution.

While the City was beginning to move forward with demolition of the blighted structure, a builder (579 Crystal River LP) recently became involved in the rehabilitation and redevelopment of the property, and the City granted a delay of the threatened demolition in an attempt to negotiate a mutually acceptable resolution in the form of a Settlement Agreement. The agreement was structured to provide for Owner's and Builder's redevelopment of the property, and City's release of the Code Enforcement order, release of Claims of Lien, City's waiver of other claims related to penalties and interest, and the parties joint entry of a Joint Stipulation for Judgment, as described in the agreement (attached).

The City has determined that the incentives set forth in the agreement, including the release and satisfaction of the Claim of Lien and Code Enforcement Lien and conclusion of the Suit, are in the public interest because the Project will help promote public safety and a prosperous economy in the City by obtaining compliance with the City Code and spurring economic development and elimination of blight in a critical gateway.

Please note that the draft agreement attached was available as of 05/23/2025. Most recent revisions within the document can be found in paragraph 5, and are related to "Repayment of City's Hard Costs", and "Adequate Assurance".

ATTACHMENTS:

Description

[Crystal River City of CR v. 579 SE US 19 Settlement Agreement - RWB Redline 05-23-2025 \(Final\) v. 05-19-2025.pdf](#)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into as of this 27th day of May, 2025, between:

- **CITY OF CRYSTAL RIVER**, a Florida municipal corporation (“City”);
- **579 SE U.S. 19, LLC**, a Florida limited liability company (“Owner”); and
- **579 CRYSTAL RIVER LP**, a Florida Limited Partnership (“Builder”).

WHEREAS:

A. Owner is the owner of the Property identified by Citrus County Tax Parcel ID No.: 17E-18S-27-0000-44300 (Alt Key #2954604), more particularly described on the attached **Exhibit A**.¹

B. Improvements located on the Property including but not limited to the shopping center structure (“Improvements”) are in need of rehabilitation and redevelopment.

C. A Corrective Final Administrative Order has been entered which constitutes a lien encumbering the Property pursuant to the City Code and Chapter 162, Florida Statutes, has been recorded in Book 3178, Page 1581, Official Records of Citrus County, Florida (such lien and all other recorded code enforcement orders constituting liens in favor of the City are hereinafter referenced collectively as “Code Enforcement Lien”).

D. City has entered and recorded “Claims of Lien” against the Property, including instruments recorded in the following Book(s) and Page(s) of the Official Records of Citrus County, Florida: Book 2713, Page 2124; Book 2777, Page 854; Book 2898, Page 554; Book 3077, Page 1458; Book 3100, Page 205; and Book 3100, Page 888, including any further accrued charges, fees, interest and penalties for services rendered after such date (“Claims of Lien”).

E. The City claims that the actual cost of the utility services rendered to date and associated with the Claims of Lien (but excluding any associated fees, interest and/or penalties) is currently One Hundred Eighty-Three Thousand Seven Hundred Fifty-Three Dollars and 22/100 Dollars (\$183,753.22) (“Outstanding Utility Charges”).

F. On or about March 25, 2024, City initiated a civil action in the Circuit Court in and for Citrus County, Florida (Case No. 2024-CA-000202-A)(the “Suit”), which is currently pending resolution.

G. Builder has recently become involved in the rehabilitation and redevelopment of the Property, and the City granted a delay of the threatened demolition in an attempt to negotiate a mutually acceptable resolution in the form of this Agreement providing for Owner’s and Builder’s redevelopment of the property, and City’s release of the Code Enforcement, release of Claims of Lien, City’s waiver of other claims related to penalties and interest, and the parties joint entry of the Joint Stipulation for Judgment described herein.

H. The City Council of the City of Crystal River has determined that the incentives set forth herein, including the release and satisfaction of the Claim of Lien and Code Enforcement Lien and conclusion of the Suit, are in the public interest because the Project will help promote public safety and a

¹Terms capitalized herein and not otherwise defined herein are defined in paragraph 1 below.

prosperous economy in the City by obtaining compliance with the City Code and spurring economic development and elimination of blight in a critical gateway.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, and with the intention that they be legally bound by this Agreement, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable.

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

1.1. *Adequate Assurance* – The Adequate assurance to be provided in connection with City’s performance of its obligations hereunder, which shall consist of one, or a combination, of the following:

1.1.1. Cash in an escrow account, maintained in Citrus County, Florida by an escrow agent mutually acceptable to City and Owner. The parties agree that a licensed financial institution maintaining an office in Citrus County, Florida shall qualify as an approved escrow agent.

1.1.2. A letter of credit issued by a financial institution licensed to transact business in the State of Florida.

1.1.3. Some other adequate financial assurance (other than personal guarantees) reasonably approved by City.

1.2. *Agreement* – This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.

1.3. *Approval* – The final, unconditional approvals (i.e. site plan approval) from all applicable governmental agencies reasonably necessary to allow for the immediate issuance of building permits and commencement of construction of the Project, and the expiration of time for the filing of an appeal or other challenge, without such an appeal or challenge having been filed.

1.4. *Approved CDP* – A CDP for the Project as approved by the parties pursuant to Section 5.6.

1.5. *Approved Plans* – The Plans for the Project as approved by the issuance of an Approval for the Project.

1.6. *CDP* – A conceptual development plan for the Project.

1.7. *City Code* – The Code of Ordinances of the City of Crystal River, Florida.

1.8. *City Incentives* – One or more of the following:

1.8.1. The City’s Release of the Code Enforcement Lien.

1.8.2. The City’s Release of the Utility Charges.

1.8.3. The City’s voluntary dismissal of the Foreclosure Action.

- 1.9. *Completion* (regardless of whether the term is capitalized) – When construction of the Project is substantially completed which shall be the date when City has issued temporary certificate of occupancies for the applicable improvements and certificates of completion (or similar approval) for any other applicable improvements to be constructed.
- 1.10. *Construction Costs* (regardless of whether the phrase is capitalized) – All actual costs of construction and site development work incurred by Owner in connection with the Project.
- 1.11. *Construction Loan* – A loan or loans from a third party to Owner to permit Owner to pay all or any portion of the Construction Costs for the Project and secured by a mortgage on the Property.
- 1.12. *Control* - The power to direct the management and policies of an entity or business by ownership, beneficial interest, contract or otherwise.
- 1.13. *Default* – Either party’s breach of any provision of this Agreement, which continues for thirty (30) days after written notice thereof from the other party.
- 1.14. *Develop* (regardless of whether the term is capitalized) – To perform activity associated with the development of the Project including the construction of all the improvements on the Property pursuant to this Agreement. The term is synonymous with “redevelop” under this Agreement.
- 1.15. *Development Costs* (regardless of whether the phrase is capitalized) – All Construction Costs; furniture, fixture and equipment costs; and directly related “soft costs” (i.e. design, permitting, professional fees, consulting fees, etc.) incurred in connection with or directly attributable to the Project.
- 1.16. *Development Order* (regardless of whether the term is capitalized) – Demolition permits, site plan approvals, issuance of building permits or similar action by City and all other government entities with jurisdiction over the Project, or any portion thereof, necessary for Owner, as may be applicable, to develop such portions of the Project pursuant to the requirements of this Agreement.
- 1.17. *Effective Date* – The date or effective date of this Agreement is the date upon which City or Owner last signs this Agreement. [The last party executing this Agreement is authorized to fill in the Effective Date in the blank therefore in the first paragraph of this Agreement.]
- 1.18. *Existing Improvements* – The entire shopping center building located on the Property, the slab serving its foundation, any structures, additions, extensions thereto, including but not limited to the adjacent sidewalks, HVAC systems, exterior electrical wiring, and any other appurtenances, contents or attached structures, the automatic teller machine, ice machine, light fixtures, as well as the pavement, parking spaces, driveways and drive aisles.
- 1.19. *Force Majeure* – Those conditions beyond the reasonable control of City or the Owner which will excuse any delay in the performance of their respective obligations and covenants hereunder as such conditions are set forth in paragraph 14 of this Agreement.
- 1.20. *Foreclosure Action* – That certain cause of action pending in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida, have a Case Number 2024-CA-000202A

and a case style of *City of Crystal River, Florida, a Florida municipal corporation v. 579 SE U.S. 19 LLC, a Florida limited liability company.*

- 1.21. *Month* (regardless of whether the term is capitalized) – When used with reference to calculation of dates, shall refer to the monthly anniversary of the starting date or event for example, two (2) months after May 15, 2025, is July 15, 2025.
 - 1.22. *Plans* – The site plan and building plan for the Project, and other applications necessary to obtain a building permit and other development approvals for the Project.
 - 1.23. *Project* – The securing of the Property, partial or complete demolition of the existing Improvements, and renovation or construction of improvements described as set forth on the Architectural Renderings.
 - 1.24. *Substantial Change* – A change wherein the Project has been revised such that, in the reasonable opinion of City: ~~(a) the gross square footage or floor area ratio of the Project has been substantially modified; (b) the rights of City have been reduced or the obligations of City have been increased; or (c) the rights of Developer have been increased or the obligations of Developer have been reduced.~~
2. **Additional Definitions and Rules of Construction.** The definitions in paragraph 1 and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “herein,” “hereof,” “hereunder,” and similar terms shall refer to this Agreement, unless the context otherwise requires.
 3. **Public Purpose.** The purpose of this Agreement is to provide for the redevelopment of the Property after years of neglect, Code violations, and threats to public safety, which will enhance the quality of life and the aesthetic and useful enjoyment of the City of Crystal River and its main commercial thoroughfare, promote economic development and investment in the City, and further the objectives of the City’s Civic Master Plan.
 4. **Project Generally; Planning.**
 - 4.1. Generally. Owner’s and Builder’s performance of its obligations pursuant to this Agreement is a material inducement for City to enter into this Agreement. The opportunity for Owner and Builder to perform the Work pursuant to this Agreement, and the other obligations of City pursuant to this Agreement, are material inducements for Owner and Builder to enter into this Agreement.
 - 4.2. Project. Owner shall develop the Property consistent with the Project’s Approved CDP and Approved Plans. Owner shall cause to be designed and constructed a shopping center with retail storefronts substantially similar to the preliminary architectural rendering for the Project attached hereto as **Exhibit B** (“Architectural Renderings”). The parties acknowledge that the Architectural Renderings are conceptual and that the Project may be altered without the need to amend this Agreement so long as such alterations do not constitute a Substantial Change. The Project shall comply with all applicable provisions set forth in City’s Comprehensive Plan and Form Based Code.
 5. **Requirements of Owner and/or Builder.** Owner agrees to perform the following work (“Work”):

- 5.1. Conveyance of Property. Within forty-five (45) days of the Effective Date, Owner shall convey the Property to Builder or to an entity owned or controlled by Builder or its principal.
- 5.2. Fencing. Within sixty (60) days of the Effective Date, Owner or Builder shall install opaque fencing at least six feet (6') in height surrounding the Property's north, west and south boundaries to screen the Improvements from public view.
- 5.3. Signage. Within sixty (60) days of the Effective Date, Owner or Builder shall install signage on the Property and adjacent to State Road 19 prominently stating "NEW DEVELOPMENT COMING SOON" and/or similar messaging to notify City residents that redevelopment is underway.
- 5.4. Demolition. Within sixty (60) days of the Effective Date, Builder shall begin to demolish, remove and dispose of all Improvements located on the Property except (a) certain portions of the Building that Owner may leave intact, bring into compliance with the City's Code of Ordinances and Florida Building Code, and utilize in its redevelopment of the Project as set forth herein; and (b) those portions of the parking lot and driveways that must remain pursuant to section 5.4.2., below. Such demolition shall be completed within sixty (60) days after commencement. If Builder leaves some Improvements intact, then the parking lot may also be left intact so long as Builder resurfaces and adds landscaped islands to the parking lot prior to Completion of the Project. Specifically, Owner's and Builder's obligations shall include the following:
 - 5.4.1. Owner or Builder shall obtain all state and local permits necessary for demolition contemplated herein. If prior demolition permits issued by City to Cross Construction Services, Inc. can be transferred by City to Owner or Builder pursuant to Florida law and the City's Code of Ordinances and standard procedures, then City shall transfer such permits at no cost to Owner or Builder. However, if new permits are necessary due to such law, ordinances, or procedures, or the City is delayed, for any reason, in transferring any existing permits to Owner or Builder, then all deadlines in this Agreement shall be extended for an amount of time equal to the time required to obtain transfer or issuance of the necessary permits.
 - 5.4.2. Owner shall consult City and ensure that access and parking for adjacent properties is maintained throughout the demolition and removal described herein, pursuant to that certain "Grant of Easement and Reciprocal Easement and Joint Use Agreement" recorded in Book 1195, Page 925, Official Records of Citrus County, Florida. Thus, certain portions of the existing driveways and parking lot shall remain in place upon written agreement of the City. Driveway cuts and aprons at the right of way boundaries of US 19 and SE 5th Terrace shall be modified to meet current specifications.²
 - 5.4.3. Owner or Builder shall repair or cap water and sewer connections at the Property line (city meter/sewer laterals) as needed to prevent leaks prior to beginning demolition work.

² Any such demolition and improvement shall be properly permitted and shall comply with the City Code in all respects, including proper stormwater conveyance and management.

- 5.4.4. Owner or Builder shall disconnect any electric meters or conductors prior to beginning demolition work through consultation with local electric utility provider.
- 5.4.5. Owner or Builder shall remove all underbrush, overgrowth and debris from the Property. All trees shall remain.
- 5.4.6. Owner or Builder shall leave intact any public sidewalks and driveway aprons.
- 5.5. Repayment of City's Hard Costs. Within three (3) months of the Effective Date, Owner shall tender to City the following amounts as reimbursement for expenses incurred by City in connection with the Property:
 - 5.5.1. Staff Costs: \$7,567.50;
 - 5.5.2. Attorney's Fees: \$50,000.00;
 - ~~5.5.3. Utility Charges: We are confirming the outstanding amount due on July 22, 2020 arising from actual usage (but not penalties or availability charges); The Utility Charges referenced herein are not required to be paid by Owner or Builder and shall be deemed satisfied and forgiven in accordance with Section 6.2 upon Owner's and/or Builder's completion of Sections 5.1 through 5.5; and~~
 - 5.5.3. Utility Charges: \$21,326.90; and
 - 5.5.4. Partial Demolition by Cross Construction: \$148,064.75.
- 5.6. Adequate Assurance.
 - 5.6.1. Owner or Builder shall, within three (3) months of the Effective Date, provide an Adequate Assurance to City in the amount of \$200,000.00. Upon City's approval of the Plans, the amount of Adequate Assurance may be reduced to the amount of \$100,000.00.
 - 5.6.2. The form and substance of the Adequate Assurance shall be acceptable to City in its reasonable discretion.
 - 5.6.3. In the event the Adequate Assurance is in the form of a letter of credit, or other obligation with an expiration date, Owner or Builder shall renew the Adequate Assurance so it remains effective until Owner's Completion of the Project. Owner or Builder shall provide City with proof of such renewal at least thirty (30) days before the expiration of the Adequate Assurance. In the event Owner or Builder fails to renew the Adequate Assurance as and when required hereunder, City shall provide Owner and Builder with written notice of such default and, in the event Owner thereafter fails to renew the Adequate Assurance within fifteen (15) days of City's provision of such notice, City shall be entitled to demand payment under the Adequate Assurance.
 - 5.6.4. The Adequate Assurance shall be maintained from the date it is provided to City until Completion of the Project.

5.6.5. City shall be entitled to payment of the Adequate Assurance in the event any Material Default occurs during the period the Adequate Assurance is required to be maintained. For the purpose of this Section 5.6, a “Material Default” means a failure by Owner or Builder to timely perform one or more obligations set forth in Sections 5.1 through 5.9, which:

- a. ~~(a)~~ continues beyond ~~all~~ any applicable notice and cure periods ~~provided set forth in this Agreement; paragraphs 5.6.3 or 7.2, plus an additional thirty (30) days; and~~
- b. ~~(b)~~ materially and adversely affects the City’s ability to receive the intended public benefits of this Agreement, including ~~substantial completion~~ Substantial Completion of the Project as contemplated herein.

5.6.6. Delays caused by events beyond the reasonable control of Owner or Builder, or that do not materially interfere with timely Project ~~completion~~ Completion, shall not constitute a Material Default, provided that Owner ~~or~~ and Builder ~~is~~ are acting diligently and in good faith to remedy such delay.

~~5.6.7. City shall be entitled to payment of the Adequate Assurance in the event any Material Default occurs during the period the Adequate Assurance is required to be maintained. For purposes of this paragraph 5.6, Material Default shall mean a breach of an essential element of this Agreement depriving City of the benefit that it reasonably expected, including the failure of Owner or Builder to timely perform its obligations hereunder following written notice from City and the opportunities to cure arising under paragraphs 7.2 and 5.6.3.~~

~~5.6.8.~~ 5.6.7. The purpose of the Adequate Assurance is to reimburse or compensate City for its performance of obligations under this Agreement ~~not~~ including the City Incentives. In the event the Adequate Assurance is paid to City, City shall be entitled to retain the full amount of such payment, and shall not be obligated to credit Owner with any portion thereof or to otherwise account to Owner for the payment.

~~5.6.9. City shall be entitled to draw upon the Adequate Assurance only to the extent of actual, documented damages or costs directly resulting from a material Default by Owner that remains uncured following the expiration of the applicable notice and cure periods set forth in this Agreement. The City shall provide written notice to Owner prior to making any such draw, which notice shall include a description of the material Default and a detailed accounting of the damages or costs incurred. Any unused portion of the Adequate Assurance shall be returned to the Owner within sixty (60) days after the City determines that such funds are no longer required for performance under this Agreement. City shall not be entitled to retain or apply any portion of the Adequate Assurance for penalties, liquidated damages, speculative losses, or the City Incentives.~~

5.7. CDP.

- 5.7.1. Within six (6) months of the Effective Date, Owner shall submit to City a proposed CDP for the Project for approval by City. The CDP shall be substantially similar to the Architectural Renderings, unless amended by Owner or Builder pursuant to paragraph 4.2.
- 5.7.2. The parties acknowledge the CDP shall represent only conceptual development plans for the Project, based on the parties' reasonable understanding of market demands, design feasibility, and urban planning best practices. Specific layouts and design of the Project shall comply with the provisions of this Agreement and the approved CDP but otherwise may be modified pursuant to City's development review process.
- 5.7.3. The parties acknowledge and agree that the CDP shall, at a minimum, include or be accompanied by the following items or information for the Project:
- a. A survey of the Property. The survey shall be certified to Owner and City and shall specify the square footage of the Property.
 - b. Size, shape and location of building(s) on the Property.
 - c. Architectural features of proposed building(s), including elevations of all sides thereof.
 - d. Traffic management plans, including access points, driveways, striping plan, and internal circulation.
 - e. Parking lot arrangement including fire lanes, driveways, handicap parking, and dimensions of landscape islands.
 - f. General landscape plans.
 - g. Preferred locations for electrical service.
 - h. Topography and drainage plan.
 - i. Location of dumpsters, trash compactor, or other trash or refuse service areas.
 - j. Truck loading/unloading zones or other applicable service areas.

5.8. Plans.

- 5.8.1. Within one year of the Effective Date, Owner or Builder shall submit to City, for approval by City, proposed Plans for the Project consistent with the ~~following approved CDP and compliant with all applicable codes, including but not limited to the Florida Building Code and the City Code.~~
- ~~a. The Plans shall be generally consistent with the approved CDP.~~
 - ~~b. The Plans for the Project will~~

- 5.9. Development of Project. Owner shall cause Completion of the Project to within the earlier of the following:
- 5.9.1. Eighteen (18) months after commencing construction of the Project; or
 - 5.9.2. Two (2) years after the Effective Date.
 - 5.9.3. Notwithstanding the foregoing, Owner or Builder shall be entitled to two six-month extensions of the foregoing deadline(s) as a matter of right upon written notice to City of such extension. Thereafter, extensions of time shall be granted to Owner or Builder only for good cause that is not the fault or within the control of Owner or Builder.
- 5.10. Owner Payment of Costs and Fees. Owner and/or Builder is solely responsible for all Development Costs associated with the Project.
- 5.11. Local Professionals. Owner and Builder shall endeavor to utilize local professionals, architects, engineers, or contractors in the development of the Project. Nothing set forth herein shall, however, require Owner or Builder to take any action or select any professionals, architects, engineers, or contractors that would interfere, in Owner's or Builder's sole discretion, with Owner and Builder developing the Project in a competent, professional and cost-effective manner.
- 5.12. Report to City Council. During the term of this Agreement, Owner shall appear before City Council upon the request of City Council or the City Manager to provide a report on the progress of the proposed Project and the parties' performance of their obligations under this Agreement. Owner shall not be required, however, to appear more than one time per calendar year.
- 5.13. Compliance with Other Provisions of Applicable Law. Owner shall construct the Project in compliance with all applicable laws, regulations and ordinances including provisions of the City Code.

6. Requirements of City.

- 6.1. Transfer of Demolition Permit. In the event the scope of Builder's proposed demolition work is substantially similar to the scope of the existing permit issued by the City to Cross Construction Services, Inc., such that the permit is capable of being transferred to Owner without the need for Owner to apply for a new demolition permit or pay the attendant fees, then City shall transfer the existing permit to Owner (upon Owner's delivery of the customary application and supporting documentation necessary for City to make such determination). However, it is understood that limitations may exist requiring a new permit if changes in the scope of demolition do not allow for such transfer.
- 6.2. Release and Satisfaction of Liens and Utility Charges. Upon Owner's performance of its obligations set forth in Sections 5.1, 5.2, 5.3, 5.4, and 5.5, above, City Council shall (and hereby authorizes the City Manager to) execute, record, and deliver to Owner a release and satisfaction of the Claim of Lien and a release and satisfaction of ~~the~~ any Code Enforcement Lien (if a Code Enforcement Lien exists at such time) and any judgment or judgments entered based on any Claim of Lien or Code Enforcement Lien- (if such judgments exist at

| such time). Simultaneously, City shall provide Owner with written confirmation that the Utility Charges are considered satisfied and forgiven.

6.3. Dismissal of Foreclosure Action. Upon Owner's performance of its obligations set forth in Sections 5.1, 5.2, 5.3, 5.4, 5.5, and 5.6, above, City and Owner shall dismiss the Foreclosure Action by filing instruments substantially similar to that certain Joint Motion to Approve Settlement Agreement and Dismissal with Prejudice and proposed Order Granting Joint Motion to Approve Settlement Agreement and Dismissal with Prejudice attached hereto as Exhibit C.

6.4. Review and Cooperation.

6.4.1. City shall cooperate with Owner in submitting and obtaining any state or federal licenses, permits and governmental authorizations necessary for the completion of the Work; provided, however, all costs associated therewith shall be the sole responsibility of Owner. City's obligations shall not affect City's right and authority to act in regulatory matters in accordance with applicable laws or ordinances.

6.4.2. City shall review the CDP and Plans submitted to it for approval and shall not unreasonably withhold its approval. Except in unusual circumstances, a party to whom a CDP, or Plans (in the case of City), have been submitted shall provide its approval, or comments explaining why it is not providing its approval, within one (1) month after the material has been submitted to such party. City shall provide its approval or written comments on any submitted CDP or Plans within thirty (30) of receipt. If City fails to respond within thirty (30) days, Owner may send written notice to City of such failure, and if City does not respond within fifteen (15) days after receipt of such notice, the CDP or Plans shall be deemed approved. Any disapproval shall be in writing and shall specify the precise reasons for disapproval, which must be based on objective non-compliance with applicable City Code, safety, or zoning requirements. In the event a party fails to respond in a timely manner, and such failure continues for a period of fifteen (15) days after written notice of the failure from the other party (which notice shall advise the party to whom it is sent of the provisions of this sentence), the party failing to respond shall be deemed to have given its approval.

6.4.3. The parties shall cooperate in good faith concerning such approvals and otherwise during the development review process for the Project.

7. **Default.**

7.1. Force Majeure. Neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure.

7.2. Notice and Opportunity to Cure. Prior to declaring a default hereunder, the non-defaulting party must provide the defaulting party with written notice and at least thirty (30) days to cure such default. Provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable

period of time to cure such default provided that it diligently commences the cure within the 30-day period and thereafter undertakes and pursues such cure.

- 7.3. Remedies. The Non-Defaulting Party may pursue, following the occurrence of default and expiration of any necessary notice or opportunity to cure, all remedies at law or equity against the defaulting party, including, without limitation:
- 7.3.1. Termination of this Agreement based upon a default;
 - 7.3.2. Specific performance based upon a default by City after Approval; or
 - 7.3.3. Any other remedies specifically set forth in this Agreement.
- 7.4. Additional Remedy; City Performance. In the event of Owner's default and expiration of any necessary notice or opportunity to cure, City may elect to perform Owner's obligations set forth herein, including but not limited to demolition of all improvements on the Property. For the foregoing purpose, Owner hereby grants City an exclusive easement for purposes of entering upon the Property and performing such demolition or other work necessary to perform Owner's obligations. In such case, Owner shall reimburse City for all costs and expenses incurred by City in the performance of such demolition within thirty (30) days of City's written notice to Owner providing invoices and proof of payment of such costs and expenses. Owner hereby grants to City a lien to secure any amount owed City arising under this paragraph, together with interest at the maximum rate allowed by law (if the amount is not paid as and when due to City), and City's reasonable costs and attorneys' fees incurred in recovering the amount owed or pursuing other remedies under this Agreement. Such lien shall be prior and superior to any mortgages, liens or encumbrances attaching to the Property following the effective date of this Agreement. City may foreclose such lien in the manner permitted by law for the foreclosure of mortgages. Notwithstanding the foregoing, City's right to perform Owner's or Builder's obligations and record a lien shall apply only in the event of a Material Default that remains uncured following the expiration of applicable notice and cure periods. Any lien recorded by City under this Section shall be subordinate to any mortgage, deed of trust, or similar lien recorded prior to the date of City's lien in connection with the construction or permanent financing for the Project.
- 7.5. Remedies Not Exclusive. The specific rights and remedies to which City and Owner are entitled under this Agreement are not exclusive and are intended to be in addition to any other means of redress which City or Owner may have under this Agreement.
- 7.6. No Consequential Damages. Notwithstanding paragraph 4.3, under no circumstances will City or Owner be liable for consequential damages, including lost profits, the right to such damages being expressly waived.
- 7.7. No Waiver. The failure by City or Owner to promptly insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any right or remedy that City or Owner may have and shall not be deemed a waiver of a subsequent default or nonperformance of such provision.

8. **Assignment; Interest Transfer.**

- 8.1. ~~8.1~~ Prior to ~~Approval~~ City's approval of the Plans, pursuant to paragraph 6.4.2, Owner or Builder may not assign this Agreement, in whole or _____ in part, or transfer a controlling interest in the Owner or Builder entity, without the prior _____ written consent of the City. Such consent shall not be unreasonably withheld, conditioned, _____ or delayed. The City shall provide a written response to any assignment or transfer request _____ within thirty (30) days of receipt of a complete written request, including documentation _____ sufficient to establish the qualifications of the proposed assignee or transferee. If the City _____ fails to respond within the thirty (30) days, the request shall be deemed approved. The City _____ may only withhold consent based on a good faith determination that the proposed assignee _____ or transferee lacks the capacity, resources, or intent to fulfill the obligations under this _____ Agreement.
- ~~8.2. Owner or Builder may not, without the written consent of City which may be withheld or conditioned by City in its sole discretion, assign its rights or obligations under this Agreement, in whole or in part, until approval of the Plans pursuant to paragraph 6.4.2.~~
- ~~8.3.8.2. After Plan Approval. Following the~~ Prior to City's approval of the Plans pursuant ~~to~~ Section ~~to~~ paragraph 6.4.2, Owner or Builder may assign its rights and obligations under this Agreement in whole (but not in part), or transfer membership or ownership interests in Owner or Builder, upon ten (10) days written notice to the City, together with documentation sufficient to confirm the ownership and control of the assignee(s) or transferee(s) and its principals. No City consent shall be required, provide the transfer does not result in a return of Control to any person or entity that held Control as of the Effective Date.
- ~~8.4. Thereafter, Owner or Builder may assign its rights and obligations under this Agreement in whole (but not in part) or transfer membership interest(s) in Owner (an "Interest Transfer") so long as the effect of such assignment or Interest Transfer does not result in a majority ownership interest or control of any entity owning the Property being held by any member, manager, or officer of Owner on the Effective Date of this Agreement. In the event of such assignment or Interest Transfer, Owner or Builder shall provide written notice to City together with documentation sufficient to confirm ownership and control of the assignee or transferee and its members, partners, officers and/or principals.~~
- ~~8.5.8.3.~~ Following Completion of the Project, ~~any assignment or Interest Transfer may be made.~~ Owner or Builder may assign this Agreement or transfer any interest without notice ~~to~~ or consent of the City.
9. **City's Police Powers.** Nothing in this Agreement shall serve to affect or limit City's police powers in the exercise of other governmental action associated with the proposed demolition of the Improvements or any Development Order associated therewith.
10. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement 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 Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, that exceeds the applicable limit of liability under applicable law

(currently Section 768.28(5), Florida Statutes). This paragraph shall survive termination of this Agreement.

11. **Resolving any Invalidity.** City and Owner hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was the inducement for Owner undertaking the Project.

12. **Notice.**

- 12.1. 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:

- 12.1.1. For City: City Manager, 123 NW Highway 19, Crystal River, FL 34428; email: acurts@crystalriverfl.org.

With copy to: Robert W. Batsel, Jr., 1531 SE 36th Avenue, Ocala, FL 34471; email: rbatsel@ocalalaw.com.

- 12.1.2. ~~12.1.2.~~ For Owner: Isaac Malekan, Manager, 579 SE U.S. 19, LLC, 111 East Jericho Turnpike, Suite 200, Mineola, NY 11501 e-mail: emalekan@gmail.com.

- 12.1.3. ~~12.1.3.~~ For Builder: Edward O'Hanrahan, Member, O'Hanrahan Crystal River, LLC, —6414 125th Ave. N., Largo, FL 33773 e-mail: eoahanra332@aol.com.

- 12.2. Each such Communication shall be deemed delivered:

- 12.2.1. On the date of delivery if by personal delivery;

- 12.2.2. On the date of email transmission if by email (subject to paragraph 9.5); and

- 12.2.3. 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.

- 12.2.4. 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.

- 12.3. If a Communication is delivered by multiple means, the Communication shall be deemed delivered upon the earliest date determined in accordance with paragraph 9.2.

- 12.4. 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.
- 12.5. Concerning Communications sent by email:
 - 12.5.1. 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;
 - 12.5.2. 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;
 - 12.5.3. Any email that the recipient replies to, or forwards to any person, shall be deemed delivered to the recipient.
 - 12.5.4. 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
 - 12.5.5. 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.
13. **Agreement Not Recordable.** Neither this Agreement nor any notice of it shall be recorded in the Public Records of Citrus County, Florida, except as expressly permitted in this Agreement or as otherwise agreed by the parties. However, a memorandum or summary of this Agreement may be recorded in the Public Records of Citrus County, Florida.
14. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
15. **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 Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, 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. **Severability.** In the event any of the terms and provisions of this Agreement are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of all of the remaining terms and provision of this Agreement.
17. **Mutuality of Negotiation.** Owner and City acknowledge that this Agreement is a result of negotiations between Owner and City and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
18. **Time.**

- 18.1. Time is of the essence of all of the provisions and terms of this Agreement.
- 18.2. If a time period is five (5) days or less, intervening Saturdays, Sundays or legal holidays will be excluded from the calculation.
- 18.3. 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.
- 18.4. For purposes of this Agreement, a "legal holiday" means: (a) the days 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, the Friday after Thanksgiving Day, and Christmas Day; (b) Christmas Eve (if City recognizes that as a paid holiday for City staff); and (c) any day upon which the Clerk of the Court of Citrus County, Florida, is closed for ordinary business.
- 18.5. For purposes of this Agreement, a "business day" means any day other than Saturdays, Sundays or legal holidays.
19. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
20. **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 AGREEMENT, 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 AGREEMENT 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.
21. **Public Records and Publicity.** Nothing in this Agreement shall be construed to restrict the City's compliance with Florida Public Records Law (Chapter 119, Florida Statutes). The parties acknowledge that this Agreement may be subject to public disclosure. Notwithstanding the foregoing, the parties agree to refrain from issuing press releases or making public statements concerning this Agreement until such time as the City has approved the final Agreement for execution.
22. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or released orally, but only by an

agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

INTENTIONAL PAGE BREAK – SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

ATTEST:

Mia Fink
City Clerk

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

CITY

**City of Crystal River, a Florida
municipal corporation**

Joe Meek, Mayor

Date: _____

OWNER

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

By: _____

Its: _____

Date: _____

BUILDER

**579 Crystal River LP, a Florida Limited
Partnership**

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Commencing at the intersection of the North line of Section 27, Township 18 South, Range 17 East and the East right of Way line of U.S. No. 19 (State Road No.55) and run S. 0°02'57" W., 32.00 feet to a point of beginning, thence run S. 89°21'03" E., 484.81 feet thence S. 0°02'57" W., 332.00 feet, thence N. 89°21'03" W., 15.00 feet, thence S. 0°02'57" W., 623.81 feet, more or less, to the South line of the N 3/4 of the NW 1/4 of the NW 1/4 of said Section 27, thence N.89°39'56" W., 425.00 feet to the East right of way Line of U.S. No. 19, thence on a curve concave Northeasterly an arc distance of 688.80 feet, said curve having for its elements a radius of 5629.58 feet and a deflection of 6°24'30" to a point of tangent to said curve, thence N. 0°02'57" E., 286.66 feet to the point of beginning. All of the above lands being in the City of Crystal River, Citrus County, Florida.

Less and Except the following Parcels I, II and III, as described:

Parcel I

Restaurant Tract O.R. Book 563, Page 300, further described as follows: Beginning at a point on the East right of Way line of U.S. Highway No. 19 (S.R. No. 55) lying S. 0°02'57" W., a distance of 68.00 feet from the North boundary of Section 27, Township 18 South, Range 17 East said point of beginning being on a curve concave to the Northwest having a central angle of 32°58'32", a radius of 119.04 feet, a chord distance of 67.57 feet and a chord bearing of N. 74°09'41" E., thence Northeasterly along the arc of said curve a distance of 68.51 feet to a point of reverse curve concave to the Southeast, having a central angle of 32°58'32", a radius of 104.42 feet, a chord distance of 59.27 feet and a chord bearing of N. 74°09'41" E; thence Northeasterly, along the arc of said curve, a distance of 60.10 feet to the end of said curve; thence S. 89°21'03" E., a distance of 108.00 feet; thence S. 0°02'57" W., a distance of 211.00 feet; thence N. 89°21'03" W., a distance of 230.00 feet to a point on the Easterly right of way line of U.S. Highway No. 19 (S.R. No. 55); thence N. 0°02'57" E., along said right of way line a distance of 175 feet to the Point of Beginning. All lying and being in Citrus County, Florida.

Parcel II

The Dive Shop Tract (O.R. Book 546, Page 431) Commence at the intersection of the North line of Section 27, Township 18 South, Range 17 East, and the East right of way line of U.S. Highway No. 19, thence S. 0°02'57" W., along said East right of way line a distance of 318.66 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 6°51'18" and a radius of 5629.58 feet; thence Southeasterly along the arc of said curve and along said right of way line a distance of 572.86 feet to the point of beginning, (chord bearing and distance between said points being S. 2°51'58" E., 572.61 feet), thence continue Southeasterly along the arc of said curve and along said right of way line a distance of 100.68 feet to a point on the North right of way line of Flamingo Road (chord bearing and distance between said points being S. 6°23'31" E., 100.68 feet), thence S. 89°39'56" E., along said North line a distance of 175 feet, thence N. 0°20'04" E., 100 feet, thence N. 89°39'56" W., parallel to said North right of way line a distance of 186.79 feet to the Point of Beginning.

Parcel III

Commencing at a point on the East right of way line of US Highway 19 (SR 55) lying S. 0°02'57" W., a distance of 68.00 feet from the North boundary of Section 27, Township 18 South, Range 17 East, said point being on a curve concave to the Northwest having a central angle of 32°58'32", a radius of 119.04

feet, a chord distance of 67.57 feet and a chord bearing of N. $74^{\circ}09'41''$ E., thence Northeasterly along the arc of said curve a distance of 68.51 feet to a point of reverse curve concave to the Southwest having a central angle of $32^{\circ}58'32''$, a radius of 104.42 feet, a chord distance of 59.27 feet and a chord bearing of N. $74^{\circ}09'41''$ E., thence Northeasterly along the arc of said curve a distance of 60.10 feet to the end of said curve; thence S. $89^{\circ}21'03''$ E., a distance of 106.00 feet thence S. $00^{\circ}02'57''$ W., a distance of 211.00 feet for a point of beginning; thence continue S. $00^{\circ}02'57''$ W., a distance of 10.00 feet, thence N. $89^{\circ}21'03''$ W., 230.00 feet to a point on the Easterly right of way of US Highway 19 (SR 55); thence N. $00^{\circ}02'57''$ E., along said right of way line 10.00 feet; thence S. $89^{\circ}21'03''$ E., 230.00 feet to the point of beginning.

EXHIBIT "B"
ARCHITECTURAL RENDERINGS



Overall View



DAVID P. KING JR.
ARCHITECT

7500 SW 61st Avenue, Suite 400
Ocala, Florida 34476
Tel: 352-873-3737

Perspective

EXHIBIT "B" (CONTINUED)
ARCHITECTURAL RENDERINGS



Building Left



Building Right

DAVID P. KING JR.
ARCHITECT

7500 SW 61st Avenue, Suite 400
Ocala, Florida 34476
Tel: 352-873-3737

EXHIBIT “C”
JOINT MOTION AND PROPOSED ORDER

**IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR CITRUS COUNTY, FLORIDA**

CITY OF CRYSTAL RIVER, a Florida
municipal corporation,

CASE NO.: 2024-CA-000202A

Plaintiff,

vs.

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

Defendant,

_____/

**JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT
AND DISMISSAL WITH PREJUDICE**

Plaintiff, CITY OF CRYSTAL RIVER (“Plaintiff”), and Defendant, 579 SE U.S. 19 LLC (“Defendant”), by and through their undersigned counsel, hereby file this Joint Motion to Approve Settlement Agreement and for Dismissal with Prejudice and state as follows:

1. Plaintiff filed the instant three (3) count Complaint on March 25, 2024, seeking the following relief:

- Count I – Action for Declaratory Relief declaring that the Defendant has failed to comply with, and thus violated, the orders set forth in the Supplemental Notice of Unsafe Building and Right to Appeal;
- Count II – Action to Foreclose Plaintiff’s Code Enforcement Lien on Defendant’s Property; and
- Count III – Temporary and Permanent Injunctive Relief Compelling Defendant to demolish the entire Structure.

2. A bona fide dispute existed between the parties as to all three (3) Counts of Plaintiff's Complaint.

3. On May 27, 2025, the parties reached an adequate and fair resolution of all claims and entered into a Settlement Agreement, a true and correct copy of which is attached hereto as **Exhibit A**.

4. The parties wish to present the Settlement Agreement to the Court for approval and request the Court enter an order of dismissal predicated on the parties' settlement agreement and retaining jurisdiction of the Court to enforce the terms of the settlement agreement.

WHEREFORE, Plaintiff, CITY OF CRYSTAL RIVER and Defendant, 579 SE U.S. 19 LLC respectfully request the Court enter an Order:

- A. Dismissing the above-captioned action with prejudice;
- B. Finding the Order of Dismissal was predicated upon the parties' execution of the Settlement Agreement;
- C. Retaining Jurisdiction of the Court to enforce the terms of the Settlement Agreement, including the remedies set forth therein in the event of default; and
- D. Any further relief the Court deems just and appropriate in light of the foregoing.

Dated: May ____, 2025

Respectfully submitted,

/s/ _____
Robert W. Batsel, Jr., Esquire
Florida Bar No. 71459
Kenneth H. MacKay IV, Esquire
Florida Bar No. 1011038
GOODING & BATSEL, PLLC
1531 S.E. 36th Avenue
Ocala, Florida 34471
rbatsel@lawyersocala.com
astyles@lawyersocala.com
kmackay@lawyersocala.com
Telephone: 352-579-1290
Facsimile: 352-579-1289

/s/

Fred Reeves, Esquire
Florida Bar No. 499234
FREDERICK T. REEVES, P.A.
5709 Tidalwave Drive
New Port Richey, Florida 34652
freeves@tbaylaw.com
Telephone: 727-844-3006
Facsimile: 727-844-3114

**IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR CITRUS COUNTY, FLORIDA**

CITY OF CRYSTAL RIVER, a Florida
municipal corporation,

CASE NO.: 2024-CA-000202A

Plaintiff,

vs.

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

Defendant,

_____ /

**ORDER GRANTING JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AND
DISMISSAL WITH PREJUDICE**

THIS CAUSE came before the Court on the Plaintiff, CITY OF CRYSTAL RIVER, and Defendant, 579 SE U.S. 19 LLC's Joint Motion to Approve Settlement Agreement and for Dismissal with Prejudice. The Court having reviewed the court filings and heard argument of Counsel and having been otherwise advised in the premises, it is hereby **ORDERED and ADJUDGED** that said Motion be and the same is hereby GRANTED as follows:

- 1) The instant action is hereby dismissed with prejudice;
- 2) The Court has reviewed and approved the Settlement Agreement entered into by and between Plaintiff and Defendant, a true and correct copy of which is attached hereto as **Exhibit A** and incorporated by reference herein;
- 3) The Court finds that the Order of Dismissal is predicated upon the Settlement Agreement;
and
- 4) The Court shall retain jurisdiction to enforce the terms of the Settlement Agreement.

DONE AND ORDERED in Chambers, Inverness, Citrus County, Florida this _____ day of _____, 2025.

KRISTIE M. HEALIS
Circuit Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished by the Florida Court's e-filing portal to the following this ____ day of _____, 2025:

- Fred Reeves, Esq. Attorney for Defendant, 579 SE U.S. 19 LLC, 5709 Tidalwave Drive, New Port Richey, Florida 34652; freeves@tbaylaw.com; vicki@tbaylaw.com.
- Robert Batsel, Jr., Esq., Kenneth H. MacKay, Esq. Attorneys for Plaintiff, CITY OF CRYSTAL RIVER, 1531 SE 36th Avenue Ocala, Florida 34471; rbatsel@lawyersocala.com; kmackay@lawyersocala.com; astyles@lawyersocala.com.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 9.B.

Requested Motion: Riverwalk update

CRYSTAL RIVER CITY COUNCIL MEETING

Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 10.A.

Requested Motion: Motion to approve Amendment No. 1 to the existing Pre-Design and Programming Services for the Crystal River Government Complex Phase 1 with Monarch Design Group at an additional lump sum cost of \$20,000

Summary:

Monarch Design Firm was selected to provide complete architectural and engineering services for Phase 1 of the Crystal River Government Center Project. This initial phase includes site development, building design, and construction administration for a new City Hall facility, intended to replace the previous offices rendered inoperable due to flooding.

The original site identified by City leadership was located at 123 NW US-19, Crystal River, FL 34428. Following the commencement of site surveying, geotechnical studies, and programming analysis, a new City Manager was appointed, and an alternative site location was considered for a separate annex facility.

Preliminary geotechnical analysis and site survey were completed on the initial site. The Monarch Design Group also met with initial city leadership, stakeholders, including the Sheriff's Office, and new city leadership. These discussions informed a preliminary space needs assessment and designed early conceptual layouts for the future facility.

In November 2024, the project was temporarily paused while the city pursued an appraisal of a newly proposed site. In February 2025, this project resumed. A Leadership Team Meeting took place on February 21, 2025 to reestablish alignment and discuss the new direction.

Due to the project's pause and subsequent restart, as well as the four client meetings previously conducted, the potential reintegration of the Visitor Center into the design, and the recent request to present at an upcoming Leadership Workshop, we are submitting the following request for additional services to address the expanded scope and evolving project requirements.

The cost of the additional services would be a lump sum amount of \$20,000, as itemized in the attached letter.

Staff Recommendation:

Staff recommends approval of Amendment No. 1 to the existing Pre-Design and Programming Services for the Crystal River Government Complex Phase 1 with Monarch Design Group at an additional lump sum cost of \$20,000

Project Cost:

\$20,000

Funding Source:

301-31539-34000-17-11 "City Hall Rebuild"

Amount Available:

\$1,139,478.35

ATTACHMENTS:

Description

[CR- CITY HALL - ADDENDUM NO. 1](#)

[Kimley-Horn Additional Survey](#)



MONARCH
DESIGN GROUP

May 19, 2025

Audra Curts
City Manager
City of Crystal River
730 N. US Hwy 19
Crystal River, FL 34429
Office: 352-795-4216

Re: **Additional Services 48-0001-01**
Project Name: Crystal River Government Complex Phase 1

Dear Audra,

We are writing to propose an addendum to the existing Pre-Design and Programming Services for the Crystal River Government Complex Phase 1.

Monarch Design Firm was selected to provide complete architectural and engineering services for Phase 1 of the Crystal River Government Center Project. This initial phase includes site development, building design, and construction administration for a new City Hall facility, intended to replace the previous offices rendered inoperable due to flooding.

The original site identified by City leadership was located at 123 NW US-19, Crystal River, FL 34428. Following the commencement of site surveying, geotechnical studies, and programming analysis, a new City Manager was elected, and an alternative site location was considered for a separate annex facility.

Preliminary geotechnical analysis and site survey were completed on the initial site. The Monarch Design Group also met with initial city leadership, stakeholders, including the Sheriff's Office, and new city leadership. These discussions informed a preliminary space needs assessment and designed early conceptual layouts for the future facility.

In **November 2024**, the project was temporarily paused while the city pursued an appraisal of a newly proposed site. In February 2025, this project resumed. A Leadership Team Meeting took place on February 21, 2025 to reestablish alignment and discuss the new direction.

Due to the project's pause and subsequent restart, as well as the four client meetings previously conducted, the potential reintegration of the Visitor Center into the design, and the recent request to present at an upcoming Leadership Workshop, we are submitting the following request for additional services to address the expanded scope and evolving project requirements.



Monarch Design Group - Headquarters
112 SW 6th St,
Gainesville, FL 32601



Monarch Design Group - Ocala Office
217 SE 1st Ave Suite 103,
Ocala, FL 34471



352-378-4400
MonarchArchitecture.com
FL License #AR101196



MONARCH
DESIGN GROUP

FEE FOR PROFESSIONAL SERVICES:

The fee for these additional professional services is an additional lump sum of **\$20,000.00**

Additional Services

- Architecture
 - Additional User Group Meetings (2)/ Leadership Workshop (1) \$14,400.00
 - Coordination \$750.00
- Kimley Horn
 - Additional survey services for the addition of the adjacent parcel to the overall project boundary: \$4,850.00

CLIENT SIGNATURE:

This document summarizes our understanding of the scope and responsibilities for the additional services listed. Please sign and return this copy to our office if you agree with our proposal.

SIGNATURE

DATE

We thank you again for this opportunity to work with you and want you to know that we are eager and able to start immediately.

Sincerely,

Barnett Chenault

Principal and Lead Architect
Monarch Design Group
FL License #AR101196



Monarch Design Group - Headquarters
112 SW 6th St,
Gainesville, FL 32601



Monarch Design Group - Ocala Office
217 SE 1st Ave Suite 103,
Ocala, FL 34471



352-378-4400
MonarchArchitecture.com
FL License #AR101196

**AMENDMENT NUMBER 1 TO AN AGREEMENT
BETWEEN KIMLEY-HORN AND ASSOCIATES, INC.
AND MONARCH DESIGN GROUP, LLC**

AMENDMENT NUMBER 1 DATED May 13, 2025, to an Agreement between Monarch Design Group, LLC ("the Client") and Kimley-Horn and Associates, Inc., ("Kimley-Horn or Consultant") dated July 18, 2024 (the "Agreement") concerning 24-RFQ-13 – Preliminary Design (the "Project").

Kimley-Horn has entered into the Agreement with the Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Kimley-Horn and provisions for additional compensation by the Client to Kimley-Horn, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement, not inconsistent with this Amendment, all of which are incorporated by reference.

Attachments: Exhibit A

ACCEPTED:

MONARCH DESIGN GROUP, LLC

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

Alan J. Garri, PE

TITLE: _____

TITLE: Vice President

DATE: _____

DATE: May 13, 2025

G:\New Business\Public Sector\City of Crystal River\2024\Crystal River Govt Center Project 24-RFQ-13\Proposal\AMD 1\AMD 1_24-RFQ-13_Addl Survey.docx

Consultant shall perform the following Additional Services:

Project Understanding

1. The Project requires additional survey services for the addition of the adjacent parcel to the overall project boundary.

Scope of Services**Task 1 – Survey Services**

- A. Kimley-Horn will hire a local surveyor to perform the following survey services. The surveyor will:
- 1) Topographic data to include area as depicted on Exhibit "A."
 - 2) State Plane Coordinates will be referenced to Florida West State Plane Coordinate System, NAD-83, 2011 adjustment.
 - 3) Horizontal and vertical data will meet or exceed Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050-052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
 - 4) Indicate whether the property is located in a flood zone(s). Indicate the FEMA flood zone map(s) reference and the specific flood hazard zone in which the property is located (Zone A, B, C, etc.). If property has multiple flood zone classifications, show and identify each flood zone and mark the contour lines of each flood zone on the survey.
 - 5) Show measurements and bearings (metes and bounds) to accurately close boundary in clockwise orientation.
 - 6) Locate and provide topography at all above-ground improvements
 - 7) Locate existing conditions along contiguous roadways.
 - 8) Vertical datum will be on NAVD 1988
 - 9) Contours will be shown on a 1' for minor, and 5' for major
 - 10) State Plane Coordinates
 - 11) Trees 10" larger
 - 12) Contours will be collected on a 100' grid
 - 13) Topographic data to include 10' overlap on all surrounding parcels
 - 14) Locate all above ground utilities (gate valves, water meters, etc.)

Task 2 – Subsurface Utility Investigation

Kimley-Horn will hire a local subconsultant to perform the following services. The surveyor will:

- A. Perform ASCE Quality Level "C" utility locates. Location of utility lines will be located within designated areas, including rights-of-way, common areas, and easements.
- B. Use electromagnetic methods and electronic detection locators to transmit Radio Frequency along with above surface evidence, provided existing utility records, and verbal recollections will be used for horizontal position of subsurface facilities within the project area, with a horizontal accuracy of ± 3 feet and a maximum depth of 6 feet.

- C. Collect the horizontal location of said facilities marked by Subsurface Utility Investigation using Real Time Kinematic G.P.S. Trimble receivers referenced to Florida North State Plane Coordinate System, NAD-83, (2011 adjustment) with a horizontal accuracy of ± 50 feet.

Additional Services If Required

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed hourly upon written authorization.

Fee and Billing

Kimley-Horn will complete the above scope of services for a lump sum fee of \$4,850.00. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost.

All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Lump sum fees will be invoiced monthly based on the overall percentage of services performed. Reimbursable expenses will be invoiced based on expenses incurred. Payment is due within 25 days of receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CRYSTAL RIVER CITY COUNCIL MEETING

Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 10.B.

Requested Motion: Motion to authorize the Mayor to execute a Florida Housing Finance Corporation "Local Government Area of Opportunity Funding Form" and reallocate a previous loan commitment made to HTG Hidden Lake, LLC, in the amount of \$340,000.00 for the Fountains at Hidden Lake Phase II affordable housing development

Summary:

On October 24, 2022, Council authorized execution of a commitment to loan HTG Hidden Lake, LLC the amount of \$340,000.00, in conjunction with an application for the Florida Housing Finance Corporation's 2022 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties for the development of The Fountains at Hidden Lake, an affordable rental housing development for senior citizens with a special set-aside for Veterans and Essential Service Personnel. A Commitment for development activity at a property located at 10456 W. Ashburn Lane.

During the City Council meeting held January 22, 2024 Council adopted Resolution No. 24-R-15 allocating funding for the loan commitment in accordance with the previously approved and executed local government contribution form. The developer, HTG Hidden Lake, Ltd. subsequently requested authorization for the Mayor to execute a letter describing the commitment and related terms, which was granted on February 12, 2024.

Since that time, Phase I of the project has been completed (pending C.O., anticipated to be issued in June of 2025) and HTG Hidden Lake, Ltd. is working to proceed with Phase II of the project, which would consist of 64 adjacent units. In order to secure funding for this phase, HTG Hidden Lake, Ltd. is submitting application to the Florida Housing Finance Corporation for further funding assistance and is seeking continued support from the City. The City has been requested to transfer the \$340,000 loan previously appropriated for Phase I to Phase II, and complete the required FHFC form certifying such commitment.

Legal staff has also reviewed for legality and approved the FHFC Local Government Area of Opportunity Funding Form with the understanding that a formal loan commitment would follow prior to any binding commitment, which would include a condition requiring satisfaction of the initial Promissory Note and Mortgage dated November 19, 2024.

Execution of this certification form does not serve as a binding commitment, will come back before Council at a future date.

Staff Recommendation:

Authorize the Mayor to execute a Florida Housing Finance Corporation "Local Government Area of Opportunity Funding Form" and reallocate a previous loan commitment made to HTG Hidden Lake, LLC, in the amount of \$340,000.00 for the Fountains at Hidden Lake Phase II affordable housing development.

ATTACHMENTS:

Description

[florida-housing-finance-corporation-local-government-area-of-opportunity-funding-form.pdf](#)

[Leveraging-Success-Propelling-Phase-II-of-The-Fountains-at-Hidden-Lake.pdf](#)

Florida Housing Finance Corporation Local Government Area Of Opportunity Funding Form

Name of Development: The Fountains at Hidden Lake Phase II

10456 W Ashburn Lane, Crystal River, FL 34428

Development Location: _____

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The city/county of City of Crystal River commits \$ _____ as a cash grant and/or commits \$ 340,000.00 as a cash loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Acknowledgements

The contribution is intended to be a Local Government Area of Opportunity Contribution for use in RFA 2025-201, making this Development potentially eligible for the Local Government Area of Opportunity Goal.

The city/county stated above acknowledges that the RFA allows each city and county to contribute funding in the form of a cash loan and/or cash grant to a maximum of one Development. The city/county stated above has contributed Local Government Area of Opportunity funding only for the above-named Development and has not contributed Local Government Area of Opportunity to any other Development competing in this same RFA.

I have read and understand the Local Government Area of Opportunity qualifications of the above referenced RFA, which includes understanding that the city/county stated above may receive lower preference for the Local Government Area of Opportunity Goal in a future corresponding RFA for up to two years.

No consideration or promise of consideration has been given with respect to the loan or grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan or grant must be effective as of the Application Deadline for the applicable RFA and is provided specifically with respect to the proposed Development.

Certification

The contribution stated above is for the Applicant's use and is solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

Date Signed - This form is valid for nine months from this date.

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons, as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

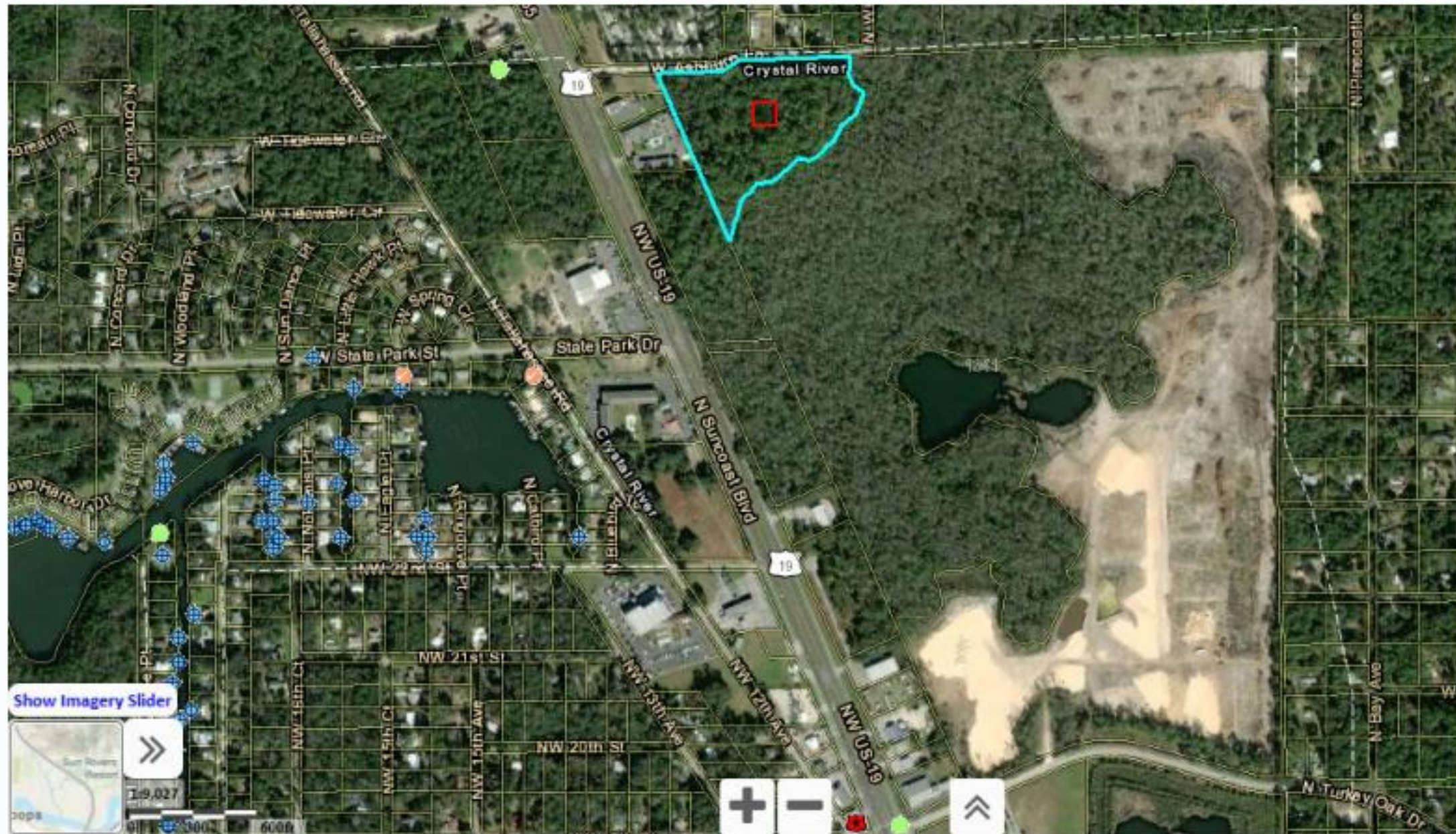


Leveraging Success: Propelling Phase II of The Fountains at Hidden Lake

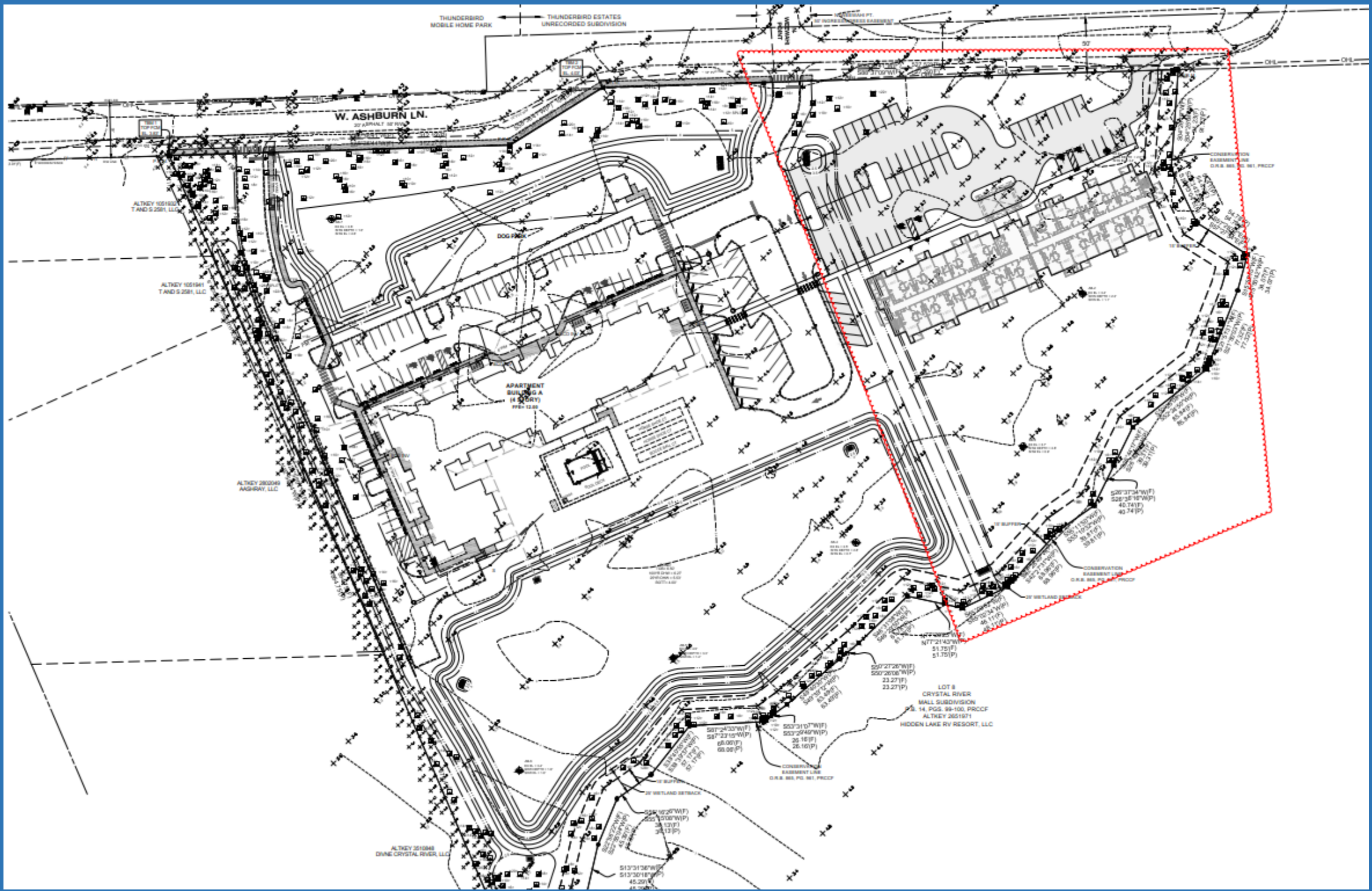
Building upon the City's prior support to pursue additional state investment in attainable housing that aligns with community development goals.

Presented to: Audra Curts, City Manager, City of Crystal River

Development Location



Phased Site Plan



Phase I Construction Progress



Phase I Rendering as Completed



Current Rent and Income Limits

SET-ASIDE	BEDROOM SIZE	2025 MAX GROSS RENT	ECM UA (2/13/25)	RESIDENT PAID RENT	SQUARE FEET	UNITS
30% (HUD HTF)	1 BED 1 BATH	\$ 443.00	\$ 140.00	\$ 303.00	664	6
	2 BED 2 BATH	\$ 645.00	\$ 156.00	\$ 489.00	925	2
USDA - ELIGIBLE RURAL LIMITS - Effective 4/1/2025						
40%	1 BED 1 BATH	\$ 618.00	\$ 140.00	\$ 478.00	664	7
	2 BED 2 BATH	\$ 741.00	\$ 156.00	\$ 585.00	925	2
60%	1 BED 1 BATH	\$ 927.00	\$ 140.00	\$ 787.00	664	48
	2 BED 2 BATH	\$ 1,111.00	\$ 156.00	\$ 955.00	925	16
						81
HUD HTF LIMITS (2024)		MAXIMUM	RD INCOME LIMITS (2025)		MAXIMUM	
30% (HUD HTF)	1 PERSON	\$ 15,060.00	40%	1 PERSON	\$ 23,080.00	
	2 PERSONS	\$ 20,440.00		2 PERSONS	\$ 26,360.00	
RD INCOME LIMITS (2025)		MAXIMUM	2025 CPI Income Restriction (Local Program)			
60%	1 PERSON	\$ 34,620.00	1 PERSON		\$ 41,662.00	
	2 PERSONS	\$ 39,540.00	2 PERSONS		\$ 46,773.00	



A Proven Partnership Yielding Results



Catalytic Investment

The City's \$340,000 loan for Phase I was instrumental in securing project financing.



Success Story

This commitment leveraged a total State and Local investment of **\$25 Million** for 81 affordable senior housing units.

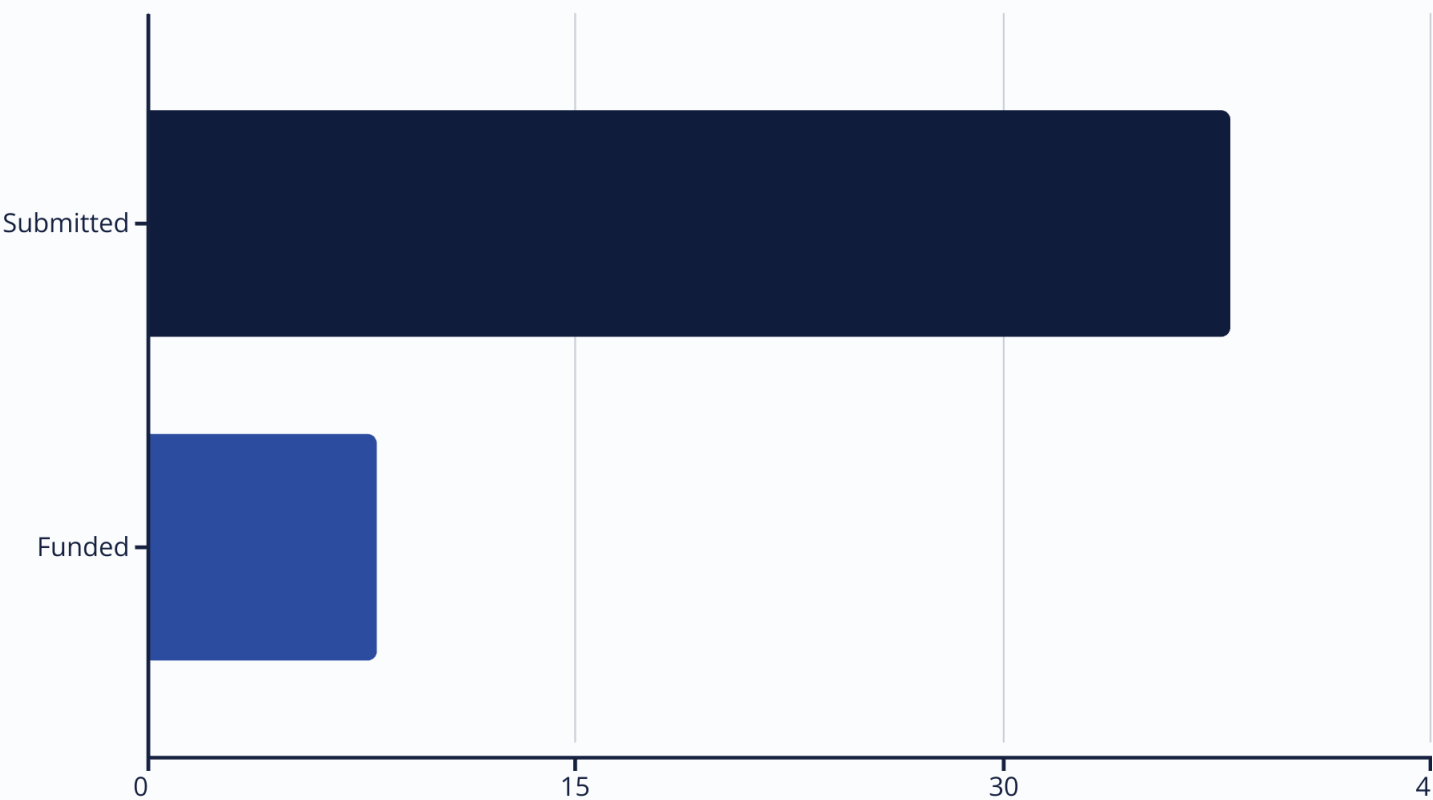


Today's Objective

Extend the City's existing housing support to Phase II, continuing its investment in long-term community development.

The Competitive Landscape: FHFC Funding

RFA 2022-201 (Medium Counties) example shows high competition:



Only 21% of applications succeeded. From \$77 Million requested, only \$14.2 Million was allocated (18%).

LGAO designation provides a critical advantage in this competitive environment.

Phase I: Significant Economic & Community Benefits

\$666,345

Total City Revenue

Direct fees paid to Crystal River from Phase I

\$411,023

Utility Connection

Largest revenue component

\$128,720

Building Permits

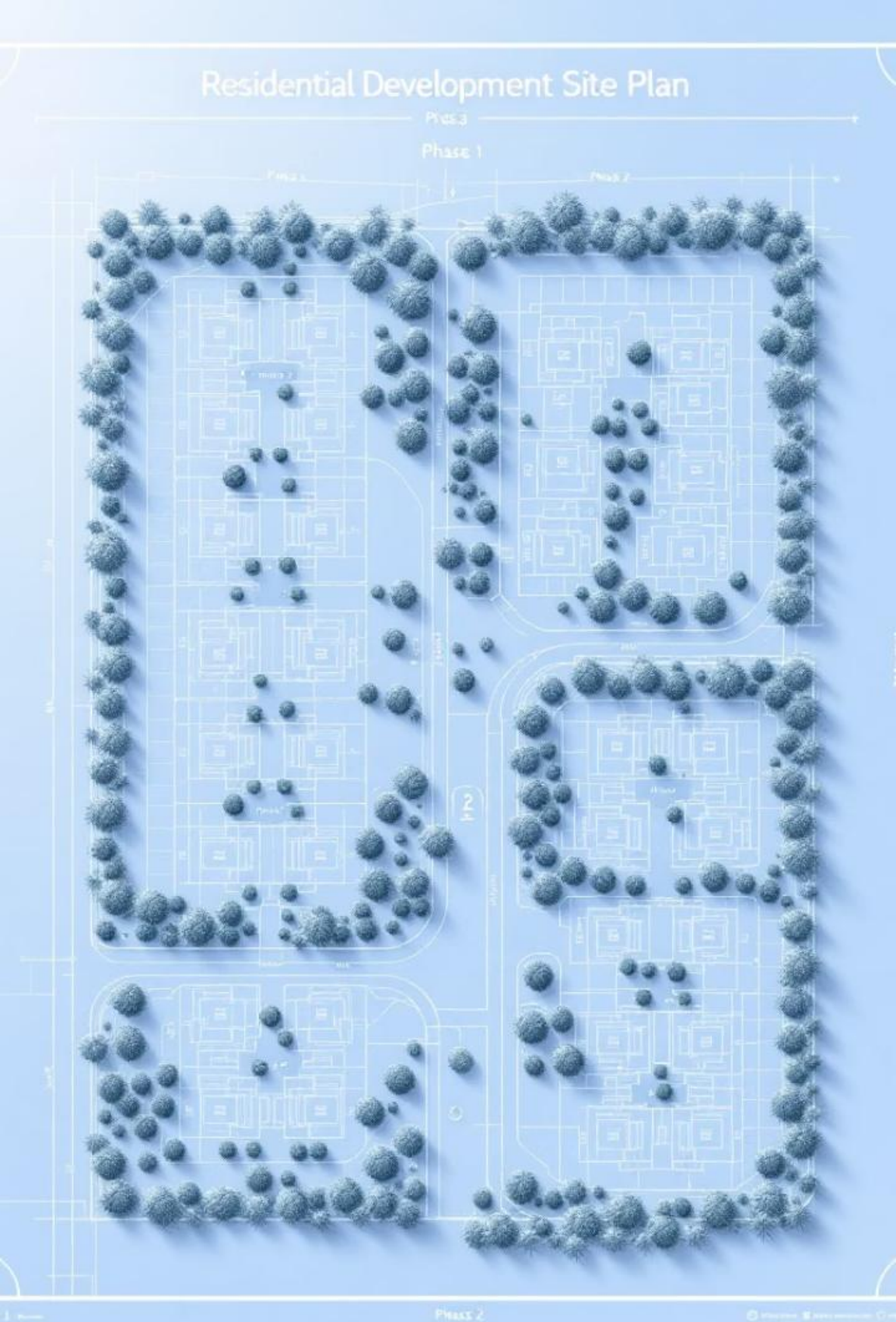
Additional city income

\$126,603

Impact Fees

Community development contribution





The Vision for Phase II: Attainable Housing

68 Units

New attainable housing
development adjacent to Phase I

\$24 Million

Target investment via FHFC RFA
2025-102

Strategic Alignment

Complements planned Crystal River Mall redevelopment

Leveraging Existing City Support for Phase II



Phase I Loan Status

\$340k loan is 3-year term, fully secured, and structured for repayment post-construction



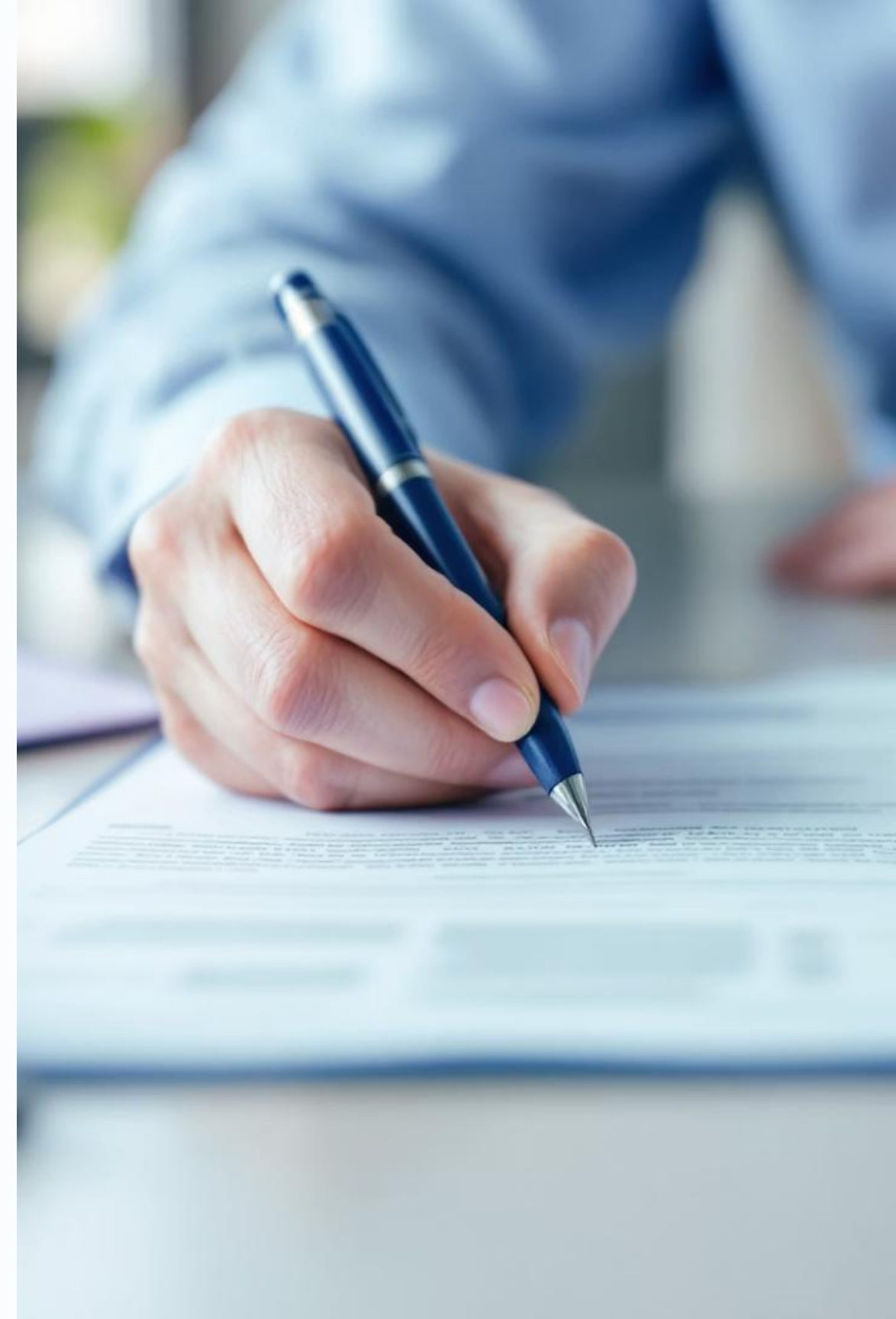
The Proposal

Maintain the City's support for affordable housing by reallocating previously committed funds to the next phase of development.



The Action

Execute the FHFC "Local Government Area of Opportunity Funding Form"



Florida Housing Finance Corporation Local Government Area Of Opportunity Funding Form

Name of Development: The Fountains at Hidden Lake Phase II

10456 W Ashburn Lane, Crystal River, FL 34428

Development Location: _____

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The city/county of City of Crystal River commits \$ _____ as a cash grant and/or commits \$ 340,000.00 as a cash loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Acknowledgements

The contribution is intended to be a Local Government Area of Opportunity Contribution for use in RFA 2025-201, making this Development potentially eligible for the Local Government Area of Opportunity Goal.

The city/county stated above acknowledges that the RFA allows each city and county to contribute funding in the form of a cash loan and/or cash grant to a maximum of one Development. The city/county stated above has contributed Local Government Area of Opportunity funding only for the above-named Development and has not contributed Local Government Area of Opportunity to any other Development competing in this same RFA.

I have read and understand the Local Government Area of Opportunity qualifications of the above referenced RFA, which includes understanding that the city/county stated above may receive lower preference for the Local Government Area of Opportunity Goal in a future corresponding RFA for up to two years.

No consideration or promise of consideration has been given with respect to the loan or grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan or grant must be effective as of the Application Deadline for the applicable RFA and is provided specifically with respect to the proposed Development.

Certification

The contribution stated above is for the Applicant's use and is solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

Date Signed - This form is valid for nine months from this date.

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons, as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

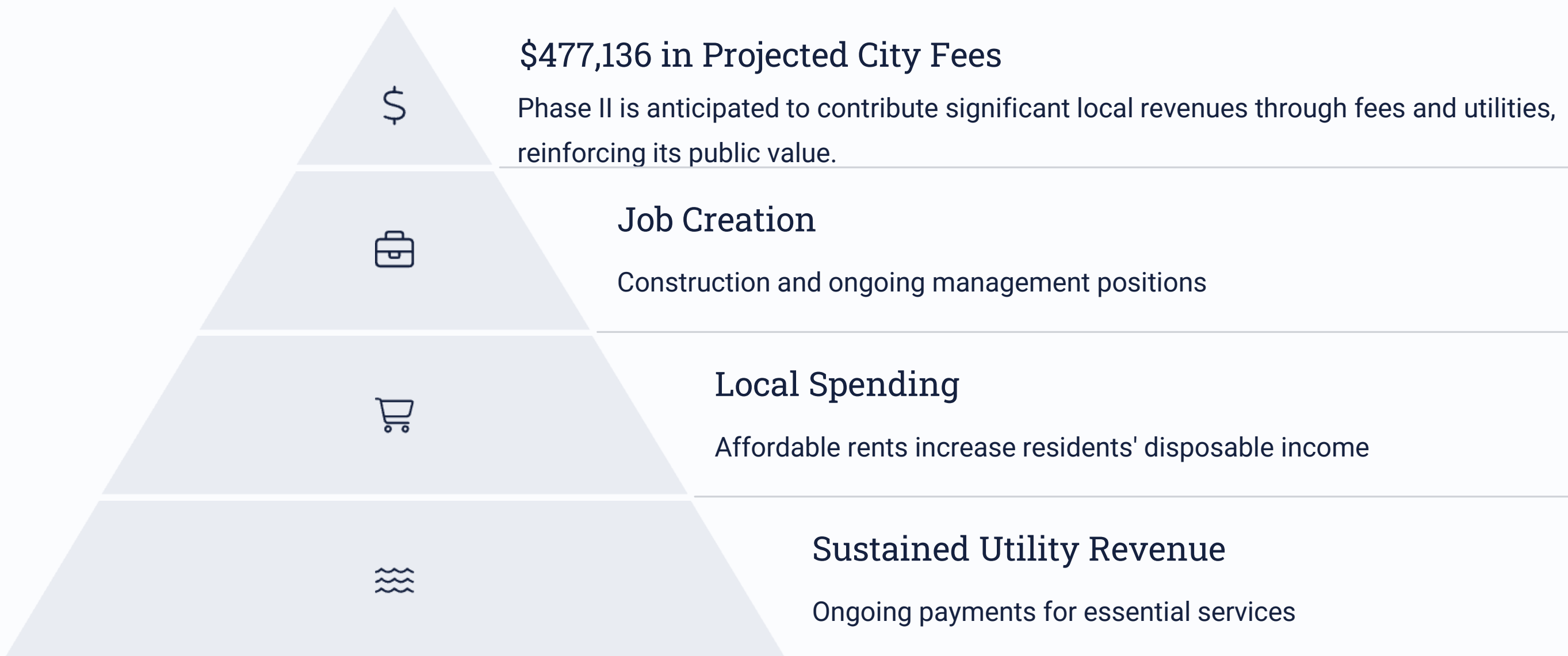
If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

The Strategic Advantage: Local Government Area of Opportunity

- ✓ **Minimum \$340,000 Commitment**
Cash already accounted for via City's existing loan
- 🌐 **Signed FHFC Form**
Required by RFA deadline
- 🏆 **Competitive Edge**
The LGAO designation aligns with state guidelines to enhance funding eligibility for high-impact, community-supported developments.
- ★ **Exclusive Designation**
City can only designate one project per RFA cycle



Continued Economic Benefits for Crystal River



The City's support is based solely on public benefit, alignment with housing and economic development goals, and successful prior collaboration — in full compliance with Florida Housing terms.

CRYSTAL RIVER CITY COUNCIL MEETING

Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 10.C.

Requested Motion: Motion to approve and authorize the Mayor to execute "Continuing Services Agreement Between Owner and Construction Manager" for the provision of Construction Manager at Risk (CMAR) Services by two previously selected firms (A.D. Morgan Corporation and Scorpio)

Summary:

Staff has been working to complete a number of large-scale capital improvements projects throughout the city, including Riverwalk Phase II, Wastewater Treatment Plant Expansion and Crystal River Government Center projects. Due to the scale and capacity of some of these projects, staff identified a need for Construction Manager at Risk (CMAR) Services, while recognizing the benefits associated with this type of service provider.

In the latter part of 2024, staff issued 25-RFQ-02 "Request for Qualifications for Construction Manager at Risk Services for Capital Improvement Projects" and received a total of six (6) responses. At the selection committee meeting held February 5, 2025, a team consisting of key staff members met to finalize scores and ranking of firms, which resulted in the selection of two firms: A.D. Morgan Corporation and Scorpio.

This selection and award was approved by Council at the February 10, 2025 meeting and since that time staff has been working to finalize the continuing services agreements and related scope, terms and conditions. As previously noted, there are no fiscal impacts associated with entering into these agreements, as project-specific task orders exceeding an amount of \$20,000 will be brought back before Council for subsequent approval.

Staff Recommendation:

Approve and authorize the Mayor to execute "Continuing Services Agreement Between Owner and Construction Manager" for the provision of Construction Manager at Risk (CMAR) Services by two previously selected firms (A.D. Morgan Corporation and Scorpio)

ATTACHMENTS:

Description

[CMAR agreement and Exhibits A-E](#)

CONTINUING SERVICES AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

This Agreement made this _____ day of _____, 20____, by and between the City of Crystal River, a Florida municipal corporation, with an address of 730 North Suncoast Boulevard, Crystal River, Florida, 34429, hereinafter called the “Owner,” and _____, with an address of _____, Florida 3_____, Federal Tax I.D. Number _____, hereinafter referred to as the “Construction Manager.”

ARTICLE 1 THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

By and through this Agreement, the Construction Manager accepts the relationship of trust and confidence established between the Construction Manager and the Owner. The Construction Manager covenants with the Owner to furnish the best skill and judgment and to cooperate with the Design Professional and other professionals in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the projects, as authorized herein, in the best, most sound, expeditious and economical way consistent with the Owner’s interests. This Agreement is intended to be a continuing services agreement which shall govern the relationship between Owner and Construction Manager for each Project¹ authorized as set forth herein. This Agreement for pre-construction and construction management services for the Project, between the Owner and the Construction Manager supersedes any prior negotiations, representations or agreements.

1.1. **The Construction Team.** The Construction Team shall work jointly during the Design Phase and through Final Completion and shall be available thereafter should additional services be required. Both the Construction Manager and Design Professional will report to the Owner. The specific employees of Construction Manager who will serve as representatives of the Construction Team shall be listed on the Task Authorization. Any amendments to such representatives must be approved by Owner.

1.2. **Extent of Agreement / Scope of Work.**

1.2.1. **General.** The Owner, in consultation with Construction Manager, will from time to time issue a Pre-Construction Task Authorization to the Construction Manager, for City projects (each a “Project”) which may include either pre-construction and construction management services or construction management services only.

1.2.2. **Pre-construction Services.**

1.2.2.1. If pre-construction services are required as part of a Project, a Pre-Construction Task Authorization, in the form attached hereto as **Exhibit A**, may be issued by the City Manager if the cost of the pre-construction services is within the City Manager’s purchasing authority. In the event pre-construction services exceed

¹ Capitalized terms are defined in Section 1.3 or elsewhere in this Agreement.

the City Manager's purchasing authority, a Pre-Construction Task Authorization for the pre-construction services will be issued following approval by the City Council.

1.2.2.2. Thereafter, once the drawings, specifications and other descriptive documents for the Project are complete, a Construction Task Authorization in the form attached hereto as **Exhibit B**, will be issued following approval by the City Council of the guaranteed maximum price (GMP) for the specific construction management work to be completed for the Project.

1.2.3. **Construction Services.**

1.2.3.1. For construction management services, once the Construction Documents are sufficiently complete to establish the Scope of Work for each phase of the Project or 100% of the Construction Documents are complete for each stage of the Project, as set forth in Article 7, the Construction Manager shall establish and submit the GMP in writing to the Owner for approval through a Construction Task Authorization.

1.2.3.2. The Construction Task Authorization may be issued by the City Manager if the GMP is within the City Manager's purchasing authority. Otherwise, a Construction Task Authorization will be issued on the proper form following approval by City Council.

1.2.3.3. To expedite the preparation of the Construction Task Authorization by the Owner, the Construction Manager shall obtain two (2) sets of dated drawings, specifications and other documents upon which the GMP is based from the Design Professional via the Owner. The Construction Manager shall acknowledge on the face of each set of drawings that it is the set upon which the GMP is based. Thereafter one set of documents shall be sent to the Owner along with the GMP proposal.

1.2.4. This Agreement shall not be superseded by any provisions/revisions of the Construction Documents unless approved in writing signed by both Owner and Construction Manager.

1.3. **Definitions**

1.3.1. *Design Professional* – The licensed architect, engineer, or other licensed design consultant retained by the Owner to prepare the design and Construction Documents for the Project, and to provide related services as set forth in this Agreement. At this time, the parties anticipate that _____, of _____ will serve as the Design Professional.

1.3.2. *Bid Package* – An item or group of items of the Work that will be accomplished by a single subcontractor.

- 1.3.3. *Building Permit* – All necessary documents authorizing construction issued by the regulating authority having jurisdiction over such work.
- 1.3.4. *Code* – Refers to the Florida Building Code, including current State Requirements for Educational Facilities, the Florida Fire Prevention Code, and all other codes as applicable by law.
- 1.3.5. *Construction Documents* – Refers to this Agreement, the Drawings and Specifications and related documents, and any other documents listed on a Task Authorization or incorporated herein by reference.
- 1.3.6. *Construction Manager's Buyout* – A buyout contingency for use by the Construction Manager, with prior approval by the Owner, as further defined under Article 7.4.
- 1.3.7. *Construction Phase Cost* – As approved by Construction Task Authorization and amended as set forth herein.
- 1.3.8. *Construction Schedule* – The time established at the submission of the GMP by the Construction Manager that is acceptable to the Owner and sets forth all major elements such as phasing of construction and times of commencement and completion required of each sub-contractor, as well as number of calendar days allowed to obtain Substantial Completion and Final Completion.
- 1.3.9. *Construction Team* – The Owner, Design Professional, and Construction Manager, collectively.
- 1.3.10. *Design Phase* - The period during which the Construction Team shall develop the design of the Project, including but not limited to programming, schematic design, design development, and the preparation of Construction Documents. During this phase, the Construction Manager shall provide pre-construction services as described in this Agreement, including constructability reviews, cost estimating, scheduling input, value engineering, and other consultation services necessary to support the development of a complete and coordinated set of Construction Documents.
- 1.3.11. *Direct Cost* – As set forth in Section 9.2.
- 1.3.12. *Estimate* - The Construction Manager's estimate of probable GMP.
- 1.3.13. *Final Completion* - The following items have been completed or satisfied:
 - 1.3.13.1. Construction of the Project is totally complete, including all work on the Contract Documents and certified as such by the Owner and Design Professional.

- 1.3.13.2. The Project is suitable for full use and occupancy as determined by the Owner and Design Professional.
- 1.3.13.3. All Punch List items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
- 1.3.13.4. A Final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.
- 1.3.13.5. Final executed Releases of Lien have been delivered to the Owner by Construction Manager.
- 1.3.14. *Guaranteed Maximum Price (GMP)* - The guaranteed maximum price for construction of the Project, as established in Article 7 and approved by the Owner, which shall be subject to adjustments only as provided in this Agreement or as reserved in the Task Authorization. GMP includes the total cost of the Work and the Construction Manager's fee for services.
- 1.3.15. *Long-lead items* - Those items identified by the Construction Manager requiring a substantial amount of time for delivery to the Project site for incorporation into the Project and/or items which may not be readily available.
- 1.3.16. *Notice to Commence* – Upon receipt by the Owner of required proof of insurance, bond, building permit(s), and any other items detailed in the Intent to Award Letter, the Owner shall issue a Notice to Commence, whereupon the Construction Manager shall commence the Project within ten (10) days of receipt. The date of receipt of the Notice to Commence shall establish the start date from which to measure Substantial Completion and Final Completion dates and/or corresponding liquidated damages.
- 1.3.17. *Owner's Contingency* - A contingency for use by the Owner as further defined under Article 7.3.
- 1.3.18. *Owner's Construction Budget* – A summary of the Owner's funds for construction of the Project. The Owner's Construction Budget includes all Construction Manager fees, costs of the total Work, the Owner's Contingency, and the Construction Manager's Buyout as defined in Articles 7 and 8. The Owner's Construction Budget is not to be construed as the GMP.
- 1.3.19. *Owner Direct Tax Saving Purchase Plan* – Refers to the Owner's optional election to purchase materials and/or equipment through a direct purchasing plan as set forth in Article 17.
- 1.3.20. *Project* - The total Work to be performed under this Agreement and any properly issued Task Authorization.

- 1.3.21. *Project Coordinator* - The Owner's liaison to interface with the Construction Manager and Design Professional.
- 1.3.22. *Purchase Order* - A written work order based on the defined Scope of Work, prepared by the Owner and issued to the Construction Manager.
- 1.3.23. *Site Elements* – Any site improvement outside the shell of the building which may include site parking, roadways, landscape elements, lighting, retention ponds, underground utilities, site amenities, fencing, irrigation, benches, sidewalks and any other improvements to the land as contemplated within the Construction Documents and made part of the Project.
- 1.3.24. *Substantial Completion* – A point in time when the Construction Manager considers the Work, or a designated portion thereof, complete and the Work is inspected by the Design Professional and the Building Code Official, and the Building Code Official has approved the Work and signed a Certificate of Occupancy. At that time, the Design Professional, with the Owner and Construction Manager, will produce a punch-list of items that are incomplete at the time, and prepare a Certificate of Substantial Completion which establishes the date of Substantial Completion and fixes the time of Final Completion, upon which the Construction Manager must complete all items on the punch-list.
- 1.3.25. *Task Authorization* - The document issued to the Construction Manager which sets forth the service expectations, schedules, pricing/GMP, construction team and subcontractors for a specified Project.
- 1.3.25.1. *Pre-construction Task Authorization* – The Task Authorization issued for pre-construction/Design Phase services.
- 1.3.25.2. *Construction Task Authorization* – The Task Authorization issued for construction phase services.
- 1.3.26. *Work* - The construction and services required by this Agreement and the Construction Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

- 2.1 For each authorized Task Order, the Construction Manager shall provide the services set forth in this Agreement including:
- 2.1.1 Advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction and factors related to

cost including, but not limited to, costs of alternative designs or materials, direct purchase tax savings, preliminary budgets and possible economies.

- 2.1.2 Provide for the Owner's approval a detailed Estimate of the GMP, as defined in Article 7 herein, developed by using estimating techniques which anticipate the various elements of the Project, and based on the design documents prepared by the Design Professional. Update and refine this Estimate periodically. Advise the Owner and the Design Professional if it appears that the GMP may exceed the Owner's budget. Make recommendations for corrective action.
- 2.1.3 Advise on the separation of the Project into contracts for various categories of Work.
- 2.1.4 Develop a Project construction schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each sub-contractor. Provide the Project construction schedule for each set of bidding documents. Develop a plan for the phasing of construction. Update the schedule periodically and as necessary.
- 2.1.5 Establish a schedule for the purchase of materials and equipment requiring long-lead time procurement. Expedite and coordinate delivery of these purchases.
- 2.1.6 Schedule and conduct meetings of the Construction Team, and prepare and distribute minutes, frequency to be mutually agreed upon.
- 2.1.7 Based on drawings and specifications produced by the Design Professional, develop a proposed GMP proposal(s), including Project Construction Schedule, itemized by trade contract, for phases of Work as required by the Owner. If the documents as prepared by the Design Professional are not adequate for the development of the proposed GMP, the Construction Manager shall notify the Owner immediately, prior to developing the GMP. All assumptions made by the Construction Manager in the development of the GMP shall be specifically stated in the proposal. The GMP will not be adjusted due to assumptions made by the Construction Manager, but not stated in the GMP proposal.
- 2.1.8 If the proposed GMP is accepted by the Owner, it will be made a part of Construction Task Authorization, and will establish the GMP, Scope of Work, Construction Schedule, and specific team for each phase of the Work.
- 2.1.9 If the proposed GMP is not accepted by the Owner, the Owner shall so notify the Construction Manager. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Team will discuss and negotiate these recommendations for no more than thirty (30) calendar days, unless an extension is granted in writing by the Owner. If an acceptable GMP is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another firm.

2.1.10 The Construction Manager must apply for and maintain all necessary building permits. The Construction Manager must keep a signed and approved set of Construction Documents available at all times for inspection purposes. Any and all changes to the Construction Documents must be submitted to the Building Code Official for review and approval prior to the changes being incorporated into the Project.

2.2 **Project Management Information System (PMIS)** - This system of reporting shall be used primarily during the Construction Phase of the Project, subject to specific cost estimating and scheduling requirements as previously set forth.

2.2.1 **General**

2.2.1.1 The Construction Manager shall implement and utilize throughout the life of this Agreement all subsystems of the PMIS.

2.2.1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and Work to be accomplished and shall provide a sound basis for identifying variances and problems and for making management decisions. The reports, documents, and data shall be prepared and furnished to the Owner and Design Professional periodically, as needed throughout the Project, and with each pay request.

2.2.1.3 The Construction Manager shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required to provide instruction. This workshop shall: facilitate each participant and the Owner representatives' use and understanding of PMIS; support, in-part, the function of organizing in concert with the Design Professional for the design and construction of the Project; and establish, with the full concurrence of the Owner and Design Professional procedures for accomplishing the management control aspect of the Project.

2.2.1.4 The PMIS shall be described in terms of the following major subsystems:

- (a) Narrative Reporting, on a monthly basis,
- (b) Schedule Control, on a monthly basis,
- (c) Cost Control, and estimating,
- (d) Project Accounting, on a monthly basis, and Action Reports

2.2.2 **Narrative Reporting Subsystem**

2.2.2.1 The Construction Manager shall prepare written reports in a format acceptable to the Owner as described hereunder.

2.2.2.2 The Narrative Reporting Subsystem shall include the following reports:

- (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations.
- (b) A Monthly Cost Narrative describing the current Project cost.
- (c) A Monthly Accounting Narrative describing the current cost and payment status of the Project. This report shall relate current encumbrances and expenditures to the budget allocations.
- (d) A Monthly Construction Progress Report during the Construction Phase summarizing the Work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as long-lead items, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.
- (e) A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.2.2.3 The reports outlined in subsection 2.2.2.2(a) through (d) above shall be bound with applicable computer reports and submitted monthly during the Construction Phase shall be current through the end of the preceding month. One copy shall be transmitted to the Owner and Design Professional with the monthly pay requisition.

2.2.2.4 The Daily Construction Diary outlined in subsection 2.2.2.2(e) above shall be maintained at the Project site and available to the Owner and Design Professional. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the Project.

2.2.3 **Scheduled Control Subsystem**

2.2.3.1 The Construction Manager shall prepare and submit with the proposed GMP, to the Owner and Design Professional the Construction Schedule, graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Owner and Design Professional shall determine whether the Construction Schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop, submit and keep current the Construction Schedule as set forth in this Agreement shall be sufficient grounds for the Design Professional to find the Construction

Manager in substantial default and certify to the Owner that sufficient cause exists to terminate this Agreement and/or withhold any payment.

During the Construction Phase, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and revise the initial construction schedule to show actual progress of the Work performed and occurrence of all events which have affected the progress of performance of the Work already performed or which will affect progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the initial construction schedule and all updates and revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and revision to the construction schedule shall be submitted to the Owner and Design Professional in duplicate. Proposed revisions/updates to the Construction Schedule shall not be considered an extension of time or waiver of the deadlines established by the Construction Schedule, unless explicitly stated in writing signed by Owner, Construction Manager, and Design Professional.

2.2.3.2 The Construction Manager shall prepare and incorporate into the schedule the following items:

- (a) Pre-Bid Schedules: The Construction Manager shall prepare and submit to the Owner a construction schedule for work encompassed in each Bid Package. The schedule shall be sufficiently detailed to be suitable for inclusion in the Bid Package as a framework for contract completion by the successful subcontract bidder. The construction schedule shall show the interrelationships between the Work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the construction schedule. All bidding must comply with Florida Statutes.
- (b) Occupancy Schedule: The Construction Manager, prior to Substantial Completion, shall develop and submit, jointly with the Design Professional and Owner, a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.2.4 **Cost Control Subsystem** - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the

Project requirements, needs, materials, equipment and systems and site elements so construction will be completed at a cost which, together with all other Project costs, will not exceed the Owner's Construction Budget. Requirements of this subsystem include the submission of estimates at the following phases of the project:

(Prior to the start of pre-construction services, the requirement of the following estimates will be determined by the Owner)

2.2.4.1 Completion of Schematic Documents.

2.2.4.2 Completion of fifty percent (50%) Design Development Documents.

2.2.4.3 Completion of one hundred percent (100%) Design Development Documents.

2.2.4.4 One hundred percent (100%) GMP Estimate - When the Construction Documents are sufficiently complete enough to establish the GMP.

2.2.5 **Project Accounting Subsystem** - The operation of this subsystem shall enable the Construction Team to plan effectively and monitor and control the funds available for the Project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and site elements.

2.2.5.1 Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the Work.

2.2.5.2 A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.2.5.3 A Detailed Status Report showing the complete activity history of each item in the Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

2.2.5.4 A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

2.2.5.5 A Job Ledger or other acceptable means to the Owner shall be maintained and under the control of the Construction Manager to support the costs identified under Article 9, for the operation of the Project. The job ledger will be used to provide cost accountability for general conditions, Work, on-site reimbursable expenses, and costs requiring accounting needs and shall be made available to the Owner or its representatives upon request.

2.3 **Project Manual:** When directed by the Owner, the Construction Manager shall provide the following:

2.3.1 Upon issuance of a Task Authorization, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Contract for Owner's approval, providing a plan for the control, direction, coordination and evaluation of work performed, including identification of key personnel, responsibilities of Construction Manager, responsibilities of Owner and responsibilities of the specified Design Professional, work flow diagrams and strategy for bidding the work. The Project Manual shall be updated as necessary with the Owner's approval throughout the design, construction and Owner occupancy phases. Two copies of the Project Manual and any updates shall be submitted to the Owner and Design Professional. In developing the Project Manual, the Construction Manager shall coordinate with the Owner and the Design Professional.

2.3.2 Contents of Project Manual - The Project Manual shall describe in detail the procedures for executing the work and the organizations participating. The Project Manual shall include as a minimum the following sections:

2.3.2.1 Project Definition - The known characteristics of the project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the project or sub-projects.

2.3.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project shall be defined.

2.3.2.3 Project Strategy - A narrative description of the Project delivery methods being utilized to accomplish the project goals shall be listed.

2.3.2.4 Project Work Plan - A matrix display of the program of work to be performed by the Construction Manager, the Design Professional and the Owner during each phase of the Project.

2.3.2.5 Project Organization - A summary organization chart showing the interrelationships between the Owner, the Construction Manager and the

Design Professional, and other supporting organizations and permitting review agencies. Detailed charts shall be included, one each for the Construction Manager, the Design Professional and the Owner, showing the organizational elements participating in the Project.

2.3.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Design Professional, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the project, and also for the personnel of the Owner and the Design Professional from data supplied by each.

2.3.2.7 Flow Diagrams - Charts displaying the flow of information and the decisional process for the review and approval of shop drawings, submittals, progress and change orders.

2.3.2.8 Written Procedures – Procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews and other necessary communications.

2.4 **Design Review, Recommendations and Constructability Warranty.** The Construction Manager shall perform the services described in this Section. The services to be provided herein constitute the Pre-construction phase services. The parties acknowledge the Construction phase may commence before the Pre-construction phase is completed, and to a certain extent both phases may proceed concurrently

2.4.1 **Preliminary Evaluation and consultation.** The Construction Manager shall provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other. The Construction Manager shall familiarize himself with the architectural, structural, civil, mechanical, plumbing and electrical plans and specifications. The Construction Manager shall make recommendations regarding selection of systems and materials and cost reducing alternatives. The Construction Manager shall evaluate the speed of erection and early completion of the Project and make recommendations to Owner. The Construction Manager shall furnish pertinent information as to availability of materials and labor. The Construction Manager shall submit to the Owner and Design Professional recommendations concerning construction feasibility and practicality. The Construction Manager shall identify any apparent defects in the design, drawings and specifications or other documents and report such defects in writing to the Owner and Design Professional. The Construction Manager shall prepare an estimate of the Project Cost utilizing the unit quantity survey method.

- 2.4.2 Phased Construction. The Construction Manager shall make recommendations to the Owner regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Project, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities, if applicable.
- 2.4.3 Review Reports and Constructability Warranty: Within ten (10) days, or a number of days agreed upon by the Construction Team, after receiving the Design and/or Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused primarily on the factors identified in Section 2.4.1 above. He shall promptly submit to the Owner, with copies to the Design Professional, a written report with recommendations previously submitted, recommendations as he may deem appropriate, and all actions taken by the Design Professional with respect to same, any comments he may deem to be appropriate with respect to separating the Work into separate contracts, alternative materials, and all comments. At 100% Construction Documents, the Construction Manager will warrant the plans and specifications are coordinated and constructible. This warranty in no way includes the adequacy of design calculations, engineering or compliance with applicable codes.

UPON COMPLETION OF THE CONSTRUCTION MANAGER'S REVIEW OF THE PLANS AND SPECIFICATIONS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONSTRUCTION MANAGER SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

DISCLAIMER OF WARRANTY: THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

- 2.4.4 Long- Lead Procurements Items - The Construction Manager shall identify long-lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors and the Construction Team of the required procurement and schedule.

The Construction Manager shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long-lead procurement items, the separate construction

subcontracts and the general condition items performed without duplication or overlap, sequenced to maintain completion of all Work on schedule.

- 2.4.5 Separate Contracts Planning - Without assuming any design responsibilities, the Construction Manager shall review the design with the Design Professional and make recommendations to the Owner with respect to dividing the work in such a manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner.
- 2.4.6 Job-Site Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Manager and the Owner's representatives and the Design Professional to perform their respective duties in the management, inspection, and supervision of construction.

Tangible personal property otherwise referred to as job-site facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such job-site facilities, which are planned to become the property of the Owner at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive over the usage life of the item. The Construction Manager shall present his evaluation with recommendation to the Owner for approval.

When the Construction Manager wishes to supply job-site facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed in the paragraph above. If leasing is found to be the least expensive approach, then he may lease such job-site facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.

For all such facilities purchased, which are to become the property of the Owner at the conclusion of the project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. The cost of such equipment shall be a Direct Cost of the Project, as defined in Article 9. At the conclusion of the Project, the Construction Manager shall provide the Owner with a complete inventory for each unit of equipment that has been purchased for the Owner. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the Owner or to his designee.

The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the Owner, the Owner may refuse acceptance of the equipment if the Owner determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse Owner for such item.

2.4.7 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. The Construction Manager shall submit to the Construction Team its recommendations as to which subcontractors are involved in these preparations.

2.4.8 Market Analysis and Stimulation of Bidder Interest -

2.4.8.1 The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; the Construction Manager shall make analysis as necessary to (1) determine and report on availability of labor, material, equipment, potential bidders, and possible impact of any shortages or surplus of labor or material, and (2) in light of such determinations, make recommendations to the Owner as may be appropriate with respect to long lead procurement, separation of construction into Bid Packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the scheduled time.

2.4.8.2 The Construction Manager shall submit to the Owner a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various Bid Packages are prepared for bidding, the Construction Manager shall submit to the Owner and the Design Professional a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the local market place and identify and encourage bidding competition.

2.4.8.3 The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this project.

2.5 Construction Phase

2.5.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent full-time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors and he shall

provide no less than those personnel during the respective phases of construction that are set forth in the GMP. The Construction Manager shall not change any of those persons named unless agreed to by the Owner. In such case, the Owner shall have the right to approve the qualifications of replacement personnel.

2.5.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for its personnel, and shall provide notice of the same to the Owner and all other affected parties such as the code inspectors of the Permitting Authority, the subcontractors, the Design Professional and the Owner's representatives, in order to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Design Professional may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontractors.

2.5.3 Schedule and Project Manual Provisions - The Construction Manager shall provide to the subcontractors, with copies to the Owner, its representatives and the Design Professional, relevant information pertaining to each of their respective milestones, beginning and finishing dates, respective responsibilities for performance and the relationships of their Work with respect to subcontractors and suppliers. The Construction Manager shall provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Construction Manager's Work to the Work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The schedule shall include all phases of the construction Work, material supplies, long-lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. He shall advise the Owner, its representatives and the Design Professional of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The Construction Manager shall hold job-site meetings at least once each week with the Construction Team and at least once each week with the subcontractors and the Design Professional's field representative, or more frequently as required by Work progress, to review progress, discuss problems and their solutions and coordinate future Work with all subcontractors, unless otherwise agreed to by the Construction Team.

2.5.4 Solicitation of Bids and Proposals

2.5.4.1 Without assuming responsibilities of the Design Professional, the Construction Manager shall prepare invitations for bids, or requests for proposal when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and for site utilities. Such

invitations for bids shall be prepared in accordance with the following guidelines:

Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the work. The Construction Manager shall strive to receive at least three (3) competitive bids per trade package. Should the nature of the trade package prohibit three (3) competitive bids, the Construction Manager shall notify the Owner in writing as to the reason and offer suggestions, if any, to create trade interest.

2.5.4.2 The Construction Manager shall include language in all requests for bids or proposals to reflect the Owner's ability to direct purchase items and shall clearly identify the responsibility of each subcontractor with regard to unloading, handling, storage, installation and warranty of Owner provided equipment.

2.5.4.3 The Construction Manager shall be responsible for coordinating with the Design Professional and preparing all information that is the responsibility of the Construction Manager for bidding of the separate Bid Packages.

2.5.4.4 As part of such preparation, the Construction Manager shall review the specifications and drawings to address ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or drawings. Any issues shall be brought to the attention of the Owner. The Owner has the right to cancel any proposal request and determine it to be null and void.

2.5.4.5 Unless waived by the Owner, the Construction Manager shall conduct a pre-bid conference with prospective bidders, and the Owner.

2.5.5 Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, the Construction Manager shall provide to the Owner, a public construction bond, providing for the full performance provisions and full labor and material payment provisions, each in an amount not less than the GMP for all individual projects over Two Hundred Thousand Dollars (\$200,000). All bonds shall identify the City of Crystal River as the owner and shall identify the specific project for which the bond is submitted. All bonds shall be signed or countersigned by a Florida licensed resident agent per Section 624.425, Florida Statutes. The agent signing the bond must hold a current Power of Attorney from the surety company issuing the bond. A copy of such Power of Attorney must be attached to the bond and shall contain no restrictions preventing payment and should specify the city and state where the agent is located.

To be acceptable to the Owner as surety for the public construction bond, a surety company shall comply with the following:

- (a) The surety company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- (e) The surety company shall maintain at least a policy holder's rating of A in the latest issue of Best's Key Rating Guide.

2.5.6 Initiate Building Code Inspection - Construction Manager shall initial building code inspections as required during progression of the Work.

2.5.7 Quality Control - The Construction Manager shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the plans and specifications and shall continue to exert influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should any work be in question as to acceptability of work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.5.8 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the Owner and all of its agents and representatives. It shall negotiate all change orders, field orders and request for proposals with all affected subcontractors and shall review the costs of those proposals and advise the Owner of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Construction Manager shall act immediately to remove the threat to health and safety. The Construction Manager shall also carefully review all shop drawings and then forward same to the Design Professional and Owner for review and actions.

2.5.9 Permits - The Construction Manager shall secure all necessary permits, including all necessary utility connection permits, the cost of which will be considered a Direct Cost item.

2.5.10 Job Site Requirements.

2.5.10.1 The Construction Manager shall provide for each of the following activities as a part of the Construction Phase fee:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, and other necessary activities.
2. Maintain a directory of companies on the Project with names, addresses, telephone numbers, emergency telephone numbers, and fax numbers of key personnel.
3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline. Job rules shall include, but not be limited to District Board of Trustees of the College of Central Florida Policies and College Procedures and other job site rules as Owner deems appropriate.
4. Provide labor relations management for a harmonious, productive Project.
5. Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with the best acceptable practice.
6. Miscellaneous office supplies that support the construction efforts that are consumed by the Construction Manager's own forces.
7. Travel to and from the home office to the Project site, as the Project requires.
8. Schedule the services and coordinate the activities of independent testing laboratories and provide the necessary assistance for testing of materials to ensure conformity with contract requirements. Owner will provide the testing agency.
9. Construction Manager shall provide security of the job-site facilities, which shall include securing the site and any materials and equipment contained therein.
10. Construction Manager shall develop and enforce a no smoking policy in all areas on the job site.

2.5.11 Job Site Administration - The Construction Manager shall provide as part of his Construction Phase fee, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:

2.5.11.1 Job Site Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, and samples. Coordinate and expedite critical ordering including direct tax saving purchases and delivery of materials, work sequences, inspection and testing, and labor allocation. Review and coordinate each subcontractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements. Provide prior notice to the Owner and Design Professional of all such meetings, and prepare and distribute minutes.

2.5.11.2 Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Design Professional and Owner of such drawings for action, and closely monitor their submittal and approval process.

2.5.11.3 Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors.

2.5.11.4 Payments to Subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

2.5.11.5 Document Interpretation - Refer all questions for interpretation of the documents to the Design Professional. All questions must be submitted in writing as a Request for Information (RFI).

2.5.11.6 Reports and Project Site Documents - Record the progress of the Project. Keep a daily log available to the Owner and Design Professional.

2.5.11.7 Subcontractor's Progress - Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

2.5.11.8 Substantial Completion - Ascertain when the Work or designated portions thereof are ready for the Design Professional's substantial completion inspection. The Construction Manager is to provide a punch list of the outstanding items including unsatisfactory or incomplete work to the Design Professional, with a copy to the Owner, prior to the Substantial Completion inspection. The Design Professional will use this document as a benchmark and complete the punch list upon inspection. From the list of

incomplete or unsatisfactory items, the Construction Manager shall prepare a schedule for their completion indicating completion dates for the Owner's review. See **Exhibit C** for Affidavit of Contract Completion. The Construction Manager shall sign the Affidavit of Contract Completion following completion of all Construction Documents requirements and punch list items. The Construction Manager will provide the signed Affidavit of Contract Completion to the Owner as part of the closeout documents.

2.5.11.9 **Final Completion** - Monitor the subcontractor's performance on the completion of the Project and provide notice to the Owner and Design Professional that the Work is ready for final inspection. Secure and transmit to the Owner, through the Design Professional, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books.

2.5.11.10 **Start-Up** - With the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors and subcontractors.

2.5.11.11 **Record As-Built Drawings** - During the progress of the Work, the Construction Manager shall require the plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Construction Manager shall also record all drawing revisions that have been authorized by change order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.

1. Upon completion of the Work, this data shall be transferred to the latest approved version, of computer aided design and drafting application (CADD). Two (2) sets of disk files, CADD for Plans and Microsoft Word for Specifications, shall be furnished to the Owner, at no cost to the Owner. Also, two (2) sets of clean "As-Built" prints shall be included. Each drawing shall be noted "As Built" and shall bear the date and name of the subcontractors that performed the Work. Where the Work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above. The Construction Manager shall also obtain three (3) copies of the specifications and insert the manufacturer's names of materials and equipment used in the Work.
2. The Construction Manager shall review the completed As-Built drawings and specifications and ascertain that all data furnished on the

drawings and within the specifications are accurate and truly represent the Work as installed.

3. The Construction Manager shall sign and include on each set of As-Built drawings and specifications the form attached hereto at **Exhibit D**.
4. The As-Built disks shall be submitted to the Design Professional when completed, together with the two (2) sets of black line prints along with one electronic copy (Microsoft Word) and two (2) hard copy sets of specifications for certification and forwarding to the Owner at the time of Final Completion.

2.5.11.12 Administrative Records - The Construction Manager will maintain at the job site, unless agreed to otherwise by the Owner, on a current basis, all administrative files and records. Project records shall be available at all times to the Owner.

2.5.11.13 Owner Occupancy - The Construction Manager shall provide services during the Design and Construction Phases, which will provide a smooth and successful Owner occupancy of the Project. The Construction Manager shall provide consultation and Project management to facilitate Owner occupancy and provide transitional services to get the Work, as completed by the Construction Manager, “on line” in such condition as will satisfy the Owner’s operational requirements.

As preparation for the closeout process, the Construction Manager shall coordinate a “close-out” process meeting in conjunction with the Director of Facilities & Plant Operations (Project Coordinator), the Vice President, Administration and Finance, and the General Counsel of the College of Central Florida. The closeout process and documentation required will be reviewed to facilitate a smooth closeout of the Project. This meeting shall be held within one (1) week of obtaining Substantial Completion.

In addition, the following shall apply:

- (a) The Construction Manager shall conduct a preliminary punch list inspection and coordinate the completion of all punch list Work to be done with Owner occupancy requirements in mind.
- (b) The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The Construction Manager shall provide operational training, in equipment use, for building operators.

- (c) The Construction Manager shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- (d) The Construction Manager shall continuously review "As-Built" drawings and mark up progress prints to provide as much accuracy as possible.

2.5.11.14 Warranty - Where Work is performed by the Construction Manager's own forces or by subcontractors, the Construction Manager shall warrant that all materials and equipment included in the Work will be new except where indicated otherwise in the Construction Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformity with the drawings and specifications. The Construction Manager agrees to correct Work found by the Owner to be defective in material and workmanship or not in conformity with the drawings and specifications for a period of one (1) year from the date of Substantial Completion or for such longer periods as may be set forth with respect to specific warranties contained in the trade sections of the specifications. The Construction Manager shall collect and deliver to the Owner specific written warranties given by others as required by the Construction Documents. Also, the Construction Manager shall initiate, coordinate and conduct, together with the Owner, a warranty inspection, no later than ten (10) months after the date of Substantial Completion.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 **Owner's Information** - The Owner shall provide full information on the requirements of the Project.

3.2 **Owner's Representative** - The Owner shall designate a representative (Project Coordinator) who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project construction budgets and changes in the Project. All communications regarding Project management shall be provided through the Project Coordinator. All communications regarding building code shall be provided through the Building Code Official.

Notwithstanding the foregoing, the City Manager may only authorize change orders where Council approval would delay or hinder work progress, and in such circumstances, only change orders up to a total of Fifty Thousand and 00/100 Dollars (\$50,000.00). All other change orders must be approved by City Council.

3.3 **Site Survey and Reports** - The Owner shall provide to the Design Professional and Construction Manager all surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, and a legal description.

- 3.4 **Approvals and Easements** - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.5 **Drawings and Specifications** - The Construction Manager will be furnished a reproducible set of all copies of drawings and specifications.
- 3.6 **Cost of Surveys and Reports** - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense.
- 3.7 **Project Fault Defects** - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, he shall give prompt written notice thereof to the Construction Manager.
- 3.8 **Funding** - The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence any Work unless authorized in writing by the Owner.
- 3.9 **Permitting and Code Inspections** - The Construction Manager shall coordinate with all regulatory agencies having jurisdiction over the Project and acquire all required permitting and inspections applicable to the Project. The Construction Manager shall provide to the such regulatory agencies all permitting information necessary to process the permits and shall be familiar with all processes required to obtain all necessary periodic inspections and plan review services necessary to obtain the permits and Certificate of Occupancy.

ARTICLE 4

PERMITS, FEES, NOTICES, AND INSPECTION

- 4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permits, which are customarily secured by a General Contractor.
- 4.2 The Construction Manager shall comply with and give notices, as required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Project.
- 4.3 The Construction Manager's shall ascertain whether the Contract Documents are in accordance with applicable laws, statutes, ordinances, Building Codes and Rules and Regulations. If the Construction Manager observes that portions of the Contract Documents are inconsistent therewith, the Construction Manager shall promptly notify the Design Professional and Owner in writing and necessary changes shall be accomplished by appropriate modification.
- 4.4 If the Construction Manager performs or permits work he knew or should known to be contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations without such notice to the Design Professional and Owner, the Construction Manager shall assume full responsibility for such work and shall bear all attributable costs and damages.

- 4.5 Cost for all re-inspections of work found to be defective and subsequently repaired, shall be borne by the Construction Manager if such defective work was performed with actual or constructive knowledge that such was contrary to applicable laws, statutes, ordinances, Building Codes and Rules and Regulations.
- 4.6 **Code Inspections** - Prior to issuing a Notice to Commence, a Building Code official shall approve or cause to have approved the Construction Documents to ensure compliance with Code. In addition, construction shall be inspected for Code compliance, compliance with drawings and specifications, and quality by inspectors certified under Florida Statutes 468, Part XII, employed or contracted for by the Owner. The requirements for these inspections are as follows:
- 4.6.1 All projects require detailed Code compliance inspections during construction in disciplines determined by the Building Code official and as dictated by Code. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, gas, building and fire safety.
 - 4.6.2 State licensed inspection personnel will be provided by the Owner.
 - 4.6.3 The Construction Manager shall notify the Building Code Department no less than forty-eight (48) hours in advance and before the Work is covered up, that the Work is ready for inspection. Requested inspections will be performed at no charge for the first inspection and one follow up inspection if the first inspection fails due to Code compliance violations. If inspections are requested for Work that is not ready for inspection, the Construction Manager may be assessed a \$200.00 fine for each occurrence. Missed inspections will be assessed a \$200.00 fine for each occurrence. All fines are administered by the Building Code Official who has final authority. Work not inspected nor approved prior to cover-up shall be uncovered for inspection. All costs for uncovering and reconstruction shall be borne by the Construction Manager.
 - 4.6.4 All inspections shall be made in conformity with applicable Code, compliance with drawings and specifications, and quality.
 - 4.6.5 Cost for all re-inspections of Work found defective and subsequently repaired shall be borne by the Construction Manager.

ARTICLE 5 SUBCONTRACTS

- 5.1 **Subcontracts** - A subcontractor shall enter into a direct contract with the Construction Manager to perform any Scope of Work on the Project. Nothing contained in the Construction Documents shall create any contractual relationship between the Owner and any subcontractor, or the Design Professional and any subcontractor.
- 5.2 **Proposals for Subcontracted Work** - Subject to Article 9 and, in accordance with Article 2.5.4, the Construction Manager shall request and receive proposals from subcontractors and

suppliers and will award those contracts to the qualified low bidder after reviewing all proposals with the Owner and Design Professional and all are satisfied that the subcontractor/supplier is qualified to perform work or provide materials for the Project.

5.3 **Required Subcontractors' Qualifications and Subcontract Conditions**

- 5.3.1 **Sub-contractual Relations** - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner under this Agreement, to the extent of the work to be performed by the Subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the Owner and Design Professional under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractor. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the Owner.

The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound.

5.3.2 **Sub-contractual Requirements**

- (1) On all subcontracts where the bid exceeds \$200,000, the Construction Manager must require subcontractors to provide a 100% performance bond and a 100% labor and material payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the Construction Manager wishes to award subcontracts to subcontractors unable to supply this bonding, it may request special authorization from the Owner to do so.
- (2) All Subcontracts shall provide:
 - (a) The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond the subcontractor's control, including delays claimed to be caused by the Owner or Design Professional, or attributable to the Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of time under the Construction Schedule.
 - (1) In the event of a change in the Scope of Work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 7% for overhead and profit and bond costs.
 - (2) The foregoing constitutes the sole and exclusive remedies for delay and changes in the Scope of Work.

- (b) Notice shall be given so that any claims by subcontractor for delay or additional cost must be submitted to the Construction Manager within the time and manner in which the Construction Manager must submit such claims to the Owner, and in the time and manner prescribed by law to preserve and/or perfect claims to the surety. Failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.
- 5.4 **Responsibilities for Acts and Omissions** - The Construction Manager shall be responsible to the Owner for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Construction Manager.
- 5.5 **Waiver of Subrogation** - The Construction Manager shall require a waiver of subrogation from subcontractors and sub-subcontractors.
- 5.6 **Subcontracts to be Provided** - If requested by the Owner, the Construction Manager shall include a copy of each subcontract, including the general supplementary conditions, in the Project manual.
- 5.7 **Responsibilities for Acts and Omissions** - The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, subcontractors, the agents thereof and employees thereof, and all other persons performing any of the work or supplying materials for the Project under a contract to the Construction Manager.

ARTICLE 6

SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

6.1 **Project Dates**

- 6.1.1 At the time a GMP is established, a Substantial Completion Date, in accordance with the Project Schedule, shall be established by the Construction Team and submitted as part of the Task Authorization for approval by the Owner. The Construction Manager agrees to complete the construction in accordance with the agreed upon dates. The Construction Manager acknowledges that failure to complete the Project within the time in the approved schedule will result in substantial damages to the Owner.
- 6.1.2 Upon Substantial Completion, the Construction Manager shall be granted thirty (30) days for completion of punch list items, associated inspections, and approval by the Owner; and an additional sixty (60) days for submission of all required close-out documentation, acceptable to the Owner at which time Final Completion shall be obtained for purposes of establishing a date and an amount as set forth above for liquidated damages associated with Final Completion (the "Final Completion Date"). Release of retainage shall not be authorized unless and until the closeout documentation is approved by the Owner's attorney. Liquidated

damages in the Liquidated Damages Amount shall be assessed for each day beyond the Final Completion Date.

6.2 **Liquidated Damages** - In the event the Construction Manager does not achieve Substantial Completion or Final Completion by the Substantial Completion Date or Final Completion Date, respectively, the Construction Manager shall pay the Owner, or such shall be deducted from any amounts owed to Construction Manager by Owner, as liquidated damages and not as a penalty, an amount equal to GMP times .0005 ("Liquidated Damages Amount") for each calendar day the actual time of performance exceeds the respective authorized Substantial Completion Date or Final Completion Date for the Project.

6.3 **Owner Occupancy and Warranties** - Warranties called for by this Agreement or by the drawings and specifications shall commence on the date of Substantial Completion. Owner Occupancy as established in this Agreement above shall not commence until the Building Code Department has completed an occupancy inspection and determined the Project to be in compliance with all Code.

ARTICLE 7 GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 **Guaranteed Maximum Price (GMP) Proposal** - When the Construction Documents are sufficiently complete to establish the Scope of Work for each phase of the Project or 100% of the Construction Documents are complete for each stage of the Project, or as directed by the Owner, the Construction Manager shall establish and submit the GMP in writing to the Owner for approval through a Task Authorization. The GMP will be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the Work by the Owner shall be the actual cost of all Work, subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 9, plus the Construction Manager's fees and any Owner's Contingency incorporated into the GMP, less any unused Owner's Contingency, when the Work is complete.
- 7.2 **GMP Taxes** - The GMP will only include those taxes, in the cost of the Project, which are legally enacted at the time the GMP is established.
- 7.3 **Owner's Contingency** - The GMP will include an agreed upon sum as the Owner's Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. This contingency shall be the last line item of the GMP proposal. The use of the contingency shall be determined by the Owner. The Construction Manager shall document all proposal requests made to the Owner's Contingency and include the documentation in the Project Manual and display it monthly in the PMIS. The Owner and Design Professional shall verify the actual costs as identified on the proposal requests prior to the release of funds by the Owner. If there are funds remaining in the Contractor's Contingency at the conclusion of the Project, said funds will be returned to the Owner, through deductive change order.

7.4 **Construction Manager's Buyout** - The Construction Manager may establish a buyout line item within the GMP with the beginning value set at zero dollars. This line item may be adjusted by the Construction Manager, in accordance with the procedures set forth herein, with prior notification and approval by the Owner, submitted with the pay application and displayed monthly in the PMIS. When the Project or agreed to parts of the Project are bid and 100% of the contracts with subcontracts have been executed, the buyout in the current schedule of values contained in the monthly pay application may be decreased by the Owner in proportion to the percent of the Work completed. Excess buyout shall be moved to the Owner's Contingency on a monthly basis, or at other such interval as required by Owner. All adjustments to said buyout shall be made in accordance with the following guidelines:

- (1) If subcontract bids are received below the applicable line items provided for in the GMP, the surplus may be added to the buyout contingency line item.
- (2) If subcontract bids are received above the applicable line item provided for in the GMP the deficiency will be taken from the buyout contingency line item, if any, however such events shall not be cause to increase the GMP.
- (3) If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager reserves the right to perform that portion of the Work as acknowledged by the Owner or negotiate for its performance for the specified line item lump sum amount or less.
- (4) If work included in the GMP is not required and not completed and/or purchased as stated, savings shall be transferred to Owner's Contingency.

ARTICLE 8

CONSTRUCTION MANAGER'S GENERAL CONDITIONS AND FEE

8.1 **General Conditions Costs and Fee**: In consideration of the performance of this Agreement, the Owner agrees to pay the Construction Manager as compensation for his services, costs or fees, as set forth herein.

8.1.1 **Pre-Construction Phase Fee** – For the performance of the services set forth under Article 2 and for profit and overhead related to these services, the Construction Manager shall be paid a total amount to be determined prior to the issuance of the Pre-Construction Task Authorization. The Design Phase/Pre-construction Costs shall be paid according to the percent complete of the design phase.

The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments shall be shown on the Task Authorization. Invoicing will occur as work is performed each month not to exceed the maximum limiting amounts.

8.1.2 **Construction Phase General Conditions Costs** - Prior to commencement of each Construction Phase, the Owner will direct the Construction Manager in writing to

proceed into said Construction Phase. The Construction Phase Cost for work or services performed during the Construction Phase shall be the amount approved by Construction Task Authorization.

The Construction Phase Costs shall be paid according to the percentage of the Project completed. The first monthly payment shall be due thirty (30) days following the issuance of the first Task Authorization by the Owner's Representative and the final monthly payment shall be paid only when construction of the Project, or portion thereof, has reached Final Completion and occupancy of the Project, or portion thereof, accepted by the Owner. If construction is authorized only for a part of the Project, the costs paid shall be proportionate to the amount of work authorized by the Owner.

The Construction Manager's compensation for general conditions will be clearly established with each Construction Task Authorization. For approved changes in the Project GMP, the Construction Manager shall be paid an additional fee, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.

- A. Adjustments in Costs - For changes in the Project as provided in Article 10, the Construction Phase Costs shall be adjusted as follows:
 - 1. The Construction Manager shall be paid an additional amount subject to negotiation if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Construction Manager.
 - 2. Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs paid to the Construction Manager unless such delays are as defined in Article 10.2.
 - 3. The Construction Manager will not be due any additional Construction Phase Fee on increases in the Guaranteed Maximum Price (GMP) that do not exceed a cumulative total of two percent (2%) for each separate GMP. Should a GMP be increased by more than a cumulative total of two percent (2%) under the terms of Article 10 hereinafter, due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be reflected in a properly authorized Change Order.
 - 4. Construction Manager's Exclusive Remedy - In the event the

construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Design Professional, or is attributable to the Owner or the Design Professional, the Construction Manager's sole and exclusive remedy is an extension of the Substantial Completion Date and payment of additional Construction Phase Costs and Construction Phase Fee as provided above.

B. Costs and Expenses Included in Construction Phase Costs – The following are included in the Construction Phase Costs for services during the Construction Phase:

1. Salaries or other compensation of the Construction Manager's employees at its principal office and branch offices.
2. General operating expenses of the Construction Manager's principal and branch offices related to the Project.
3. The costs of all data processing staff.
4. Salaries or other compensation of the Construction Manager's employees at the job site.
5. General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
6. Those services set forth in Article 2.5.10.
7. Job office supplies including but not limited to paper, pencils, paper clips, file folders, staples and janitorial supplies.

8.1.3 Construction Manager's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, by approval of the Owner and due to a delay caused by any act or neglect of the Owner or the Design Professional, or is attributable to the Owner or the Design Professional, the Construction Manager's sole and exclusive remedy is an extension of the construction completion date and payment of additional Construction Phase fees and Overhead and Profit for the Construction Phase.

8.2 Costs and Expenses Included in Construction Phase General Conditions Costs - The following are included in the Construction Manager's general conditions costs for services during the Construction Phase:

- 8.2.1 Salaries and other compensation of the Construction Manager's employees at his principal office and branch offices or onsite, including personnel assigned directly to the Project, including Project managers, Project engineers and Project administrative support specialists, except for the Superintendent and Assistant Superintendent, if necessary, and approved by the Construction Team.
 - 8.2.2 General operating expenses related to this project of the Construction Manager's principal and branch offices.
 - 8.2.3 General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 10.
 - 8.2.4 Job office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photocopy or blue print paper not included).
 - 8.2.5 Relocation expenses for Construction Manager's personnel.
 - 8.2.6 Fee to facilitate the ordering, scheduling, receiving, unloading, storage, installation and warranty of Owner provided equipment through the direct purchase program, provided by the Construction Manager and approved by the Owner for the procurement of materials for the Project. The Construction Manager is liable for all equipment procured by the Owner through the Direct Purchase Program.
 - 8.2.7 Costs or expenses for vehicles or travel including but not limited to vehicle payments, vehicle lease payments, vehicle maintenance, mileage and fuel.
 - 8.2.8 Costs or expenses for mobile phones and service plans for Construction Manager's personnel.
 - 8.2.9 Any other costs or expenses expressly set forth in the Construction Manager's General Conditions approved as set forth in a Construction Task Authorization.
- 8.3 **Overhead and Profit for Construction Phase** - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the amount shall be based on the initial GMP as set forth in the Construction Task Authorization, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials, as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less. The balance of the fee shall be paid when construction of the Project, or portion thereof, is finally completed and occupancy of the Project, or portion thereof, is accepted by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Construction Manager's exclusive remedy for any adjustments in the Construction Phase Fee is provided in Article 8.1.3.

ARTICLE 9

PROJECT COST

9.1 Definition - “Project Cost” shall mean the costs necessarily incurred in the Project during the Construction Phase for construction services and paid by the Construction Manager, not included in Article 8. Such costs shall include the items set forth below in this Article.

Subject to provisions in Article 7, the Owner agrees to pay the Construction Manager for the Project Cost as defined herein, and set forth in the GMP, and subsequently approved by the Owner. Any adjustments in the GMP, whether increased or decreased, will not be reflected in the General Conditions fee. However, should the Owner elect to increase the scope of Work and said increase significantly impacts the Construction Manager’s schedule, the Construction Manager may request additional General Conditions, subject to negotiation and approval by the Owner. Payment shall be made in equal monthly installments through the attainment of Substantial Completion. Such payment shall be in addition to the Construction Manager’s fees stipulated in Article 8.

9.2 Direct Cost of Project Items Include:

- 9.2.1 Wages paid for labor, unless provided for in Article 8.
- 9.2.2 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
- 9.2.3 Payments due to subcontractors from the Construction Manager or made by the Construction Manager to subcontractors for their Work performed pursuant to contract under this Agreement.
- 9.2.4 Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the Work, cost on such items used but not consumed which may be turned over to the Owner at the end of the Project and cost less salvage value on such items used but not consumed which remain the property of the Construction Manager.
- 9.2.5 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager’s own forces in the performance of the Work, at rental charges consistent with those prevailing in the area.
- 9.2.6 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction Project. This includes any subcontractor bonds the Construction Manager deems appropriate.

- 9.2.7 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable.
- 9.2.8 No costs shall be paid by the Owner to the Construction Manager for any expenses made necessary to correct defective workmanship or to correct any Work not in conformance with the plans and specifications or to correct any deficiency or damage caused by negligent acts by the Construction Manager.
- 9.2.9 Minor expenses at the site including long distance calls, phone service, expressage, and postage, to be billed at cost.
- 9.2.10 Costs for trash and debris control and removal from the site.
- 9.2.11 Cost incurred due to an emergency affecting the safety of persons and property.
- 9.2.12 Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
- (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - (b) The legal costs were not incurred as result of the Construction Manager's own negligence or default.
- This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders or in enforcing the obligations of this contract.
- 9.2.13 If approved by the Owner, the Construction Manager, when qualified, may perform all or a portion of the Work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the Work, subject to the public bidding requirements.
- 9.2.14 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
- 9.2.15 Costs for watchman and security services for the Project.
- 9.2.16 Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.
- 9.2.17 Costs for such temporary facilities during construction, as approved by the Owner, including temporary office, temporary water, heat, power, and sanitary facilities.

9.2.18 Cost of utilizing a computer aided design and drafting application (CADD) for record drawings. Upon completion of the Work, the Construction Manager and Design Professional are each responsible for keeping a set of redline As Built drawings.

ARTICLE 10 CHANGE IN THE PROJECT

10.1 **Change Orders** - The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.

No work outside the original scope of the Project shall be performed prior to approval of a change order by the City Council, provided, however, that City Council may delegate this authority, up to a specified amount, for Work where Council approval of all change orders would hinder or delay Work progress. This does not include contingency changes within a contract, which are approved by the Department Director and City Manager.

10.2 **Change Order Definition** - A Change Order is a written order to the Construction Manager signed by the Owner issued after the execution of this Agreement, authorizing a Change in the Project, the Construction Manager's fee, or the construction completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Project.

10.3 **Acceptable Ways of Determining Increases or Decreases in the GMP on Change Orders** - The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:

10.3.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Design Professional and Owner;

10.3.2 by unit prices stated in the Agreement or subsequently agreed upon;

10.3.3 by the method provided in Article 10.1.3.

10.4 **Itemized Accounting on Change Orders** - If none of the methods set forth in Section 10.1.2 is agreed upon, the Construction Manager, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager will establish an estimated cost of the Work and the Construction Manager shall not perform any Work where cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Construction Manager shall keep and present, in such form as the Owner may

prescribe, an itemized accounting together with appropriate supporting data of the increase in the Project Cost.

- 10.5 **Concealed Conditions** - Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the drawings, specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2 and Owner approval.

10.6 **Claims for Additional Cost or Time**

10.6.1 All claims for additional cost or time shall be made by request for a change order submitted as provided herein.

10.6.2 If the Construction Manager is delayed at any time in the progress because of additional Scope of Work added by the Owner, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team deems reasonable and is approved by the Owner.

10.6.3 Only delays that are determined to extend the critical path for the schedule for constructing the project will result in a time extension, if approved. Neither the Owner nor the Construction Manager shall be considered to own the schedule float time.

- 10.7 **Emergencies** - In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided in this Article 10.

ARTICLE 11 DISCOUNTS AND PENALTIES

- 11.1 **Discounts and Penalties** - All discounts for prompt payment shall accrue to the Owner to the extent the Project Cost is paid directly by the Owner or from a fund made available by the Owner to the Construction Manager for such payments. To the extent the Project Cost is paid with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Project Cost. All penalties incurred due to fault of the Construction Manager for late payment of Project Cost will be paid by the Construction Manager.

ARTICLE 12
PAYMENTS TO THE CONSTRUCTION MANAGER

- 12.1 **Schedule of Values** - Seven (7) days before the first application for payment is submitted, the Contractor shall submit to the Owner for review a Schedule of Values allocated to the various portions of the Work. The Schedule of Values shall correlate line items with other administrative schedules and forms required for the Work, including progress schedules, payment request forms, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and schedule of submittals. The schedule of values shall provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports.
- 12.2 **Monthly Pay Applications** - The Construction Manager shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.2.5, showing, in detail, all moneys paid out, cost accumulated, or costs incurred during the previous period and the amount of the Construction Phase Fees due as provided in Article 8. This data shall be submitted along with an application for payment on forms AIA G702 & AIA G703. For Projects where no bond is required, Five percent (5%) retainage shall be held on all payments until Final Completion. Payments by the Owner to the Construction Manager shall be made as described in this Article 12. As a condition to application for a monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within thirty (30) days after receipt of information that a change to the Construction Documents has occurred.
- 12.3 **Payments to Subcontractors** - The Construction manager shall promptly, within ten (10) business days after receipt of payment from the Owner, pay all amounts due subcontractors less a retainage of 5%. The Construction Manager shall receive a partial waiver of lien prior to the issuance of progress payments and shall receive a final waiver of lien prior to the issuance of final payment. Before issuance of final payment, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built drawings have been submitted and instructions/training for the Owner's operating and maintenance personnel are complete. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.
- 12.4 **Final Payment** - The Final payment constituting the unpaid balance of the Project Cost, shall be due and payable after the Owner has accepted occupancy and conducted final inspection of the Project, the Construction Manager has verified by his signature that he has completed all items specified by the Contract Documents, and that this Agreement has been fully performed. Prior to release of final payment, all applicable items from **Exhibit E**, Project Closeout Checklist, must be submitted and approved by the Owner.

- 12.5 **Withholding of Payments** - The Construction Manager shall not withhold payments to the subcontractors if such payments have been made to the Construction Manager. Should this occur for any reason, the Construction Manager shall immediately return such moneys to the Owner, adjusting pay requests and Project bookkeeping as required.
- 12.6 Neither progress payment nor partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 12.7 The Construction Manager warrants that title to all construction covered by an Application for Payment will pass to the Owner no later than the time of payment. The Construction Manager further warrants that upon submittal of an Application for Payment all construction for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager or any other person or entity performing construction at the site or furnishing materials or equipment under the Work of this Agreement and shall provide evidence as such in accordance with the Owner's established Pay Application procedures. However, this provision shall not apply should payments to subcontractors be withheld as a result of procuring normal process paperwork in accordance with the Construction Manager's contract with said subcontractor. The Construction Manager shall, if requested by the Owner, notify the Owner in writing as to the reason for withholding payment.
- 12.8 Payment may be made for materials and equipment not incorporated in the work but delivered and suitably stored at the job site or another location subject to prior approval and acceptance by the Owner on each location. An acceptable location shall be defined as a bonded warehouse. Materials stored on the job site shall be stored in such a manner that all materials and equipment are kept clean and free from dirt, debris, sand and moisture. Failure to keep material and/or equipment stored properly may require replacement by the Construction Manager. The Construction Manager shall be responsible for clearly defining the stored material breakdown on the schedule of values, and payment is subject to prior approval and acceptance by the Owner.

ARTICLE 13

INSURANCE INDEMNITY AND WAIVER OF SUBROGATION

13.1 **Indemnity**

- 13.1.1 The Construction Manager agrees to be liable for any and all damages, losses and expenses incurred, by the Owner, in any way related to or caused by the acts and/or omissions of the Construction Manager, or any of its employees, agents, subcontractors, representatives, volunteers or the like, to the extent stemming from the services provided by this Agreement. The Construction Manager agrees to indemnify, defend and hold the Owner harmless for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witness fees, consultation services and attorney's fees, through and including any appeals, arising from and related to any and all acts and/or omissions of the Construction Manager, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like, to the extent stemming from the services

provided by this Agreement. Said indemnification, defense and hold harmless activities shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement.

13.1.2 Loss Deductible Clause - The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or subcontractor providing such insurance.

13.1.3 The foregoing indemnity shall survive the completion and/or termination of this Agreement.

13.2 **Construction Manager's Insurance**

13.2.1 The Construction Manager shall not commence any construction Work in connection with this Agreement until it has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 13.2 and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence Work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida with a Best's rating (or equivalent) of AVIII or better.

13.2.2 Workers' Compensation Insurance - The Construction Manager shall secure and maintain during the life of this Agreement Workers' Compensation Insurance for all its employees connected with the Work or this Project. Further, if any Work is sublet, the Construction Manager shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous Work under this contract at the site of the Project is not protected under the Workers' Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected. The amount of such coverage shall be minimum limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate, and \$1,000,000 per disease.

13.2.3 Commercial Liability Insurance - The Construction Manager shall secure and maintain during the life of this Agreement Comprehensive Commercial General Liability Insurance, which shall include coverage for liability arising from the condition of the premises, operations, independent contractors, products-completed operations, personal injury, advertising liability, and liability assumed under an insured contract including the tort liability of another assumed in a business contract, in the minimum amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, as well as coverage for Medical Expenses in the minimum amount of \$10,000.00 per person, per occurrence, and coverage for loss of valuable papers and records in the minimum amount of \$25,000.00 per occurrence; In addition to

the foregoing, the Construction Manager shall also secure and maintain coverage for the following losses, either through the liability coverage secured pursuant to Paragraphs (3) and (4), above, or otherwise:

- (a) Pollution Liability;
- (b) Broad Form Property Damage Coverage to include XCU and demolition coverage if excluded;
- (c) Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement;
- (d) Boiler/Machinery Coverage -The Construction Manager will purchase and maintain coverage which shall specifically cover such objects during installation and until final acceptance by the owner; and
- (e) Builder's Risk Coverage - The Construction Manager shall secure and maintain during the life of this Agreement Builder's Risk Coverage for all facilities and property connected with the Work of this Project in the amount of the completed value or maximum price.

If any policies are written on a claims made basis, an extended reporting period (i.e., tail coverage) will be required for the duration of the contract.

13.2.4 Comprehensive Automobile Liability Insurance – The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive Automobile Liability Insurance, which shall include coverage for claims for damage arising from personal injury or death, as well as claims for property damage which may arise from operating under this Agreement, whether such operations are by the Construction Manager or by anyone directly or indirectly employed by the Construction Manager, in the minimum amount of \$1,000,000.00, combined single limit;

13.2.5 Subcontractor's Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

13.2.6 Indemnification Rider

- (a) To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to

injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- (b) The obligations of the Construction Manager under this Article 13.2 shall not extend to the liability of Design Professional, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Design Professional, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
- (c) The Construction Manager hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner in exchange for giving the Owner the indemnification provided in Article 13.2.

13.2.7 Certificate of Insurance - The Owner shall be furnished proof of coverage of Insurance as follows: Each Project GMP submitted shall require an individual Certificate of Insurance approved by the Owner prior to being issued a Notice to Commence. These shall be completed and signed by the authorized Florida Resident Agent and returned to the office of Facilities Management. This Certificate shall be dated and show:

- (a) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (b) The District Board of Trustees of the College of Central Florida shall be named as additional insured to the extent necessary to provide coverage under Construction Manager's insurance for the liabilities assumed by Construction Manager under the indemnity provisions of the Agreement. However, the District Board of Trustees of the College of Central Florida need not be listed as an additional insured on Workers Compensation or Professional Liability Insurance certificates.
- (c) Statement that the Insurer will mail notice to the Owner and a copy to the Design Professional at least 30 days prior to any material changes in provisions, non-renewal, cancellation or termination of coverage.

- (1) When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and
- (2) For other than motor vehicle insurance, when such cancellation or termination occurs during the first ninety (90) days during which the insurance is in force and the insurance is canceled or terminated for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation or termination accompanied by the reason therefore shall be given except where there has been a material misstatement or misrepresentation or failure to comply with the underwriting requirements established by the insurer.
- (d) Certificate of Insurance shall be in a form as approved by the Florida College System Risk Management Consortium and such Certificate shall clearly state all the coverage required in this Section.
- (e) Failure of the Owner to demand a certificate or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Construction Manager's obligation to secure and maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Owner's option.

13.3 **Waiver of Subrogation**

13.3.1 **Damages Caused by Perils Covered by Insurance** - The Owner and Construction Manager shall waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

13.3.2 **Loss or Damage to Equipment Covered by Insurance** - The Owner and Construction Manager waive all rights against each other for each party's loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

13.3.3 **Property and Consequential Loss Policies** - The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

13.3.4 **Endorsement of Policies** - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver

of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 14

TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

14.1 **Termination by the Construction Manager** - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the Owner's failure to make payments thereon, then the Construction Manager may, upon seven days written notice to the Owner, request payment for all Work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Construction Manager.

14.2 **Owner's Right to Perform Construction Manager Obligations and Termination by Owner for Cause**

14.2.1 If the Construction Manager fails to perform any of his obligations under this Agreement including any obligation he assumes to perform Work with his own forces, the Owner may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual Project Cost, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

14.2.2 The Owner may, without prejudice to any other right or remedy and upon providing the Construction Manager and its surety, if any, seven (7) days written notice of failures or deficiencies, terminate this Agreement with the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever means or method the Owner, in its sole discretion, deems appropriate.

14.2.3 If the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough property skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty (45) days or more behind schedule) which has been adopted by the Construction Team,

or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method the Owner may deem expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 6. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract Work).

14.3 **Termination by Owner Without Cause and/or for Convenience**

14.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient without prejudice to any right or remedy. The Construction Manager shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Construction Manager under such obligations or commitments.

14.3.2 After the establishment of the GMP or at the completion of the Design Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Construction Manager his proportionate fee due in accordance with Article 8 plus any costs incurred pursuant to Articles 9 and 10.

The Owner may terminate this Project if the Owner and Construction Manager cannot agree on the GMP.

14.3.3 Any termination by Owner for cause, which is later determined to be invalid, shall be considered a termination by Owner for convenience.

14.3.4 Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

14.3.4.1 cease operations as directed by the Owner in the notice;

14.3.4.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and

14.3.4.3 terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination stated in the notice.

ARTICLE 15 ASSIGNMENT AND GOVERNING LAW

- 15.1 **Assignment Consent** - Neither the Owner nor the Construction Manager shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 15.2 **Governing Laws** - This Agreement shall be governed by the Laws of the State of Florida, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a Court of competent jurisdiction in Citrus County, Florida, and each party waives any objection to such venue.

ARTICLE 16 NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY

- 16.1 **Governing Provisions** - The Owner's liability to Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the Work is to be performed, or for additional Work, shall be governed by the following provisions:
- 16.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;
- 16.1.2 The Construction Manager must submit a Notice of Claim to Owner and to the Design Professional within seven (7) days of when the Construction Manager was or should have been aware of the occurrence of the event giving rise to the claim; and
- 16.1.3 Within ten (10) days of submitting its Notice of Claim, the Construction Manager shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

The Construction Manager agrees that the Owner shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph.

- 16.2 **Written Determination of Claim** - After receipt of a Request for Change Order, the Owner, in consultation with the Design Professional, shall deliver to the Construction Manager its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Construction Manager requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition within thirty (30) days of the Construction Manager's receipt of the Owner's determination
- 16.3 **Exclusive Remedy for Delays** - For Work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 8, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or the Design Professional, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 16.1 above, for an extension of the scheduled construction time. In the event of a change in such Work, the Construction Manager's claim for adjustments in the contract sum is limited exclusively to its actual costs for such changes plus 15% for profit. The Construction Manager expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such Work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the Work, damages, losses or additional compensation.
- 16.4 **Dispute Resolution** - It is the intent of the parties that after compliance with all preceding contract provisions that all unresolved disputes of any kind relating to the agreement to include performance, termination, payment or any other subject shall be so resolved as stated below to the exclusion of any other form of dispute resolution or litigation. It is the intent of the parties that pre-judgment interest, punitive damages, cost, and attorney's fees are not available remedies and are excluded from and will not be the subject of dispute resolution. Except as otherwise provided by the termination provisions of this Agreement, the Owner and Construction Manager shall continue with performance of the contract during any dispute resolution proceedings.

ARTICLE 17

OWNER DIRECT TAX SAVING PURCHASE PLAN

17.1 Direct Materials Acquisition by Owner - Supply Bonds:

- 17.1.1 The Construction Manager shall ensure that each subcontractor includes Florida state tax and other applicable sales tax for all material, supplies and equipment included in a subcontractor's bid.
- 17.1.2 The Owner may, if not prohibited by law, exercise a right to purchase directly, various construction materials, supplies and equipment that may be part of this Agreement or of a subcontract, provided that the Owner receives proper authorization from the State of Florida in the form of a Technical Assistance Advisement as set forth in Florida Administrative Code, Rule 12-11.003. Any materials purchased by the Owner shall be referred to as "Owner Purchased Materials" and the responsibilities of both the Owner and the Construction

Manager relating to such Owner Purchased Materials shall be governed by the terms and conditions of this Article, which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.

- 17.1.3 The Owner will issue its own purchase orders directly to a vendor. The Owner's Purchase Order shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address and exemption number with issue and expiration date shown. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager or subcontractor for prices negotiated by the Construction Manager or subcontractor, as applicable. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the Owner and will coordinate the purchase of the materials in a timely manner so as to not negatively impact the performance of the construction activity of the Project.
- 17.1.4 The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and the management of all applicable warranties.
- 17.1.5 As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the same manner that all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
- 17.1.6 Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

- 17.1.7 The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner purchased equipment, materials or supplies. Such insurance shall cover the value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
- 17.1.8 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Construction Manager. If a supply bond is required, the cost of the bond will be added to the amount of the Purchase Order. The premium cost for this supply bond shall be included in the bid price. Verifying that a designated material supplier can furnish a supply bond, if required, will be the responsibility of the Construction Manager. Owner reserves the right to waive the requirement of providing a supply bond at the discretion of Owner.
- 17.1.9 If the State of Florida assesses any sales tax penalties and/or interest against the Construction Manager or any of its subcontractors or material suppliers relating to the direct acquisition of materials and/or equipment by Owner as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by Owner to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.

17.2 Sales Tax Exempt Purchasing Procedures for Public Projects:

- 17.2.1 The Construction Manager has included Florida sales tax and other applicable taxes in its bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in any subcontractor's bid and/or contract.
- 17.2.2 Any equipment, materials or supplies directly purchased by the Owner that are included in the Construction Manager's contract or any subcontract shall be referred to as Owner Purchased Materials and the responsibilities of both the Owner and the subcontractor relating to such Owner Purchased Materials shall be governed by these procedures.
- 17.2.3 Material suppliers shall be selected by the Construction Manager or subcontractor, as applicable.
- 17.2.4 Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis and the contract amount shall be reduced by the net undiscounted amount of the purchase orders issued by the Owner, plus all sales tax included.

- 17.2.5 The Construction Manager shall provide a list of all intended suppliers, vendors and materialmen for consideration as Owner Purchased materials with a description of the materials to be supplied, estimated quantities and prices. This information shall be submitted to the Owner as soon as practicable.
- 17.2.6 The Construction Manager or subcontractors, as applicable, shall prepare a purchase order requisition form in a form acceptable to the Owner and the Construction Manager, to specifically identify the materials, which Owner has, at its sole option, elected to purchase directly. The purchase order requisition form shall include:
- 17.2.6.1 the name, address, telephone number and contact person for the material supplier;
 - 17.2.6.2 manufacturer or brand, model or specification number of the item;
 - 17.2.6.3 estimated quantity needed;
 - 17.2.6.4 the price quoted by the supplier for the materials identified therein;
 - 17.2.6.5 any sales tax associated with such quote; and
 - 17.2.6.6 delivery dates
- 17.2.7 Construction Manager or subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors, such as payment terms, warranties, retainage and the like. The purchase order requisition forms are to be submitted to the Owner's Representative no less than seven (7) days prior to the need for ordering such Owner Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such directly purchased materials may be directly purchased by Owner and delivered to the Project site without any delay to the Project.
- 17.2.8 After receipt of the purchase order requisition form, Owner shall prepare the Purchase Order for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager or subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, the Construction Manager shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The Owner's Purchase Orders shall be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.
- 17.2.9 In conjunction with the execution of the Purchase Orders, by the suppliers, one or more deductive Change Orders shall be issued, referencing the full value of all

Owner Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in the Construction Manager's price or subcontractor's bid.

17.2.10 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by the Owner in accordance with these procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation and other arrangements normally required for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of the Construction Manager.

17.2.11 As Owner Purchased Materials are delivered to the jobsite, the Construction Manager, as Owner's representative, shall visually inspect all shipments from the suppliers and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order, together with such additional information as the Owner or Construction Manager may require. The Construction Manager, as Owner's representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The vendor will then forward the invoice to the Owner through the Construction Manager for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner all other Owner invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

17.2.12 The Construction Manager shall ensure that Owner Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or nonconformity in the Owner Purchased Material, upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the work, shall promptly take action to remedy the defect or nonconformance so as not to delay the Project and shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Construction Manager shall notify

the Owner of such occurrence. If the Construction Manager fails to perform such inspection and otherwise incorporates defective or nonconforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Construction Manager shall be responsible for all damages to the Owner resulting from the incorporation of such materials into the Project, including liquidated or delay damages.

17.2.13 The Construction Manager shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession. The Construction Manager shall account monthly to the Owner for any Owner Purchased Materials delivered into the Construction Manager's possession, including portions of all such materials, which have been incorporated into the work.

17.2.14 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products. All repairs, maintenance or damage repair calls shall be handled by the Construction Manager for resolution with the appropriate supplier or vendor.

17.2.15 Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Construction Manager's possession, the Owner shall retain title to any and all Owner Purchased Materials.

17.2.16 The transfer of possession of Owner Purchased Materials from the Owner to the Construction Manager shall constitute a bailment for mutual benefit of the Owner and the Construction Manager. The Owner shall be considered the bailor and the Construction Manager the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the project. The Construction Manager shall have the duty to safeguard, store and protect all Owner Purchased Materials.

17.2.17 The Owner shall purchase and maintain insurance which shall be sufficient to protect against any loss of or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.

17.2.18 The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials.

17.2.19 On a monthly basis, the Construction Manager shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon the Construction Manager's records of materials delivered to the site and any defects in such materials.

17.2.20 In order to arrange for the prompt payment to the supplier, the Construction Manager shall provide the Owner with a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. The check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.

17.2.21 At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amounts shall be credited with an additive Change Order to the applicable subcontractor agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Construction Manager at the Owner's direction.

ARTICLE 18 MISCELLANEOUS

18.1 **Interest** - Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes.

18.2 **Harmony** - Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Construction Manager and his subcontractors for Work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

The Construction Manager further agrees that the above provision will be included in all contracts with the subcontractors; however, said provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non- membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

18.3 **Apprentices** - If the Construction Manager employs apprentices on the Project, the behavior of the Construction Manager and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Construction Manager will include a provision similar to the foregoing sentence in each subcontract.

18.4 **Invoices Submitted Under Article 9** - Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, including but not limited to subcontract agreements, detailed invoices for general conditions and other such documentation. Invoices for any travel expenses shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments by the State for travel expenses.

18.5 **Construction Manager's Project Records** - The Construction Manager's Project records shall be maintained as prescribed hereinabove for the minimum period required by Federal and State Law, and shall be further subject to Chapter 119 of the Florida Statutes, otherwise referred to as the Public Records laws of the State of Florida, and shall be made available to the Owner or his authorized representative at mutually convenient times. All records must be kept onsite at all times during construction.

18.6 **Construction Manager's Payment Rights** - The Construction Manager, contractors and subcontractors providing goods and services to the Owner should be aware of the following time frames. Upon receipt, the Owner has 30 days to inspect and approve the goods and services.

Pay Requests which have been denied, due to Construction Manager's preparation errors, will result in a delay of the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Owner.

18.7 **Public Entity Crime Information Statement** - A person or affiliate who has been placed on the convicts vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a Construction Manager, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

18.8 **Unauthorized Aliens** - The Owner shall consider the employment by any Construction Manager of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.

18.9 **Third Party Clause** - This contract is for the sole benefit of the Construction Manager and Owner and not for subcontractor(s) or sub-subcontractor(s). Except as expressly provided in this Article, there are no third-party beneficiaries of this Agreement. This Agreement does not create or confer any legal claim or cause of action in favor or any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.

18.10 **Contingent Fees** - The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any commission, percentage gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions the Owner shall have the right to terminate this

Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

18.11 **Electronic Mail Capabilities** - The Construction Manager must have electronic mail capabilities. It is the intention of the Owner to use electronic communication for all projects whenever possible. The Construction Manager shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.

18.12 **Non-Discrimination** – The Construction Manager will not discriminate on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, genetic information or against any qualified individual with disabilities, in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this provision, the Owner will not tolerate such conduct.

18.13 **Severability** – Any portion of the provision of this contract contained herein deemed to be invalid shall not void any other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

SIGNATURES ON FOLLOWING PAGE

ATTEST:

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

Mia Fink, City Clerk

Joe Meek, Mayor

Approved as to form and legality:

Robert W. Batsel, Jr., City Attorney

CONSTRUCTION MANAGER

Company Name

By: _____

Its: _____

Select One of the following	
PRE-CONSTRUCTION TASK AUTHORIZATION	TOA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and City of Crystal River, dated _____, (“Master Contract”) the parties hereto agree to the scope of pre-construction work, pricing, schedule, construction team and subcontractors attached hereto.	Pre-Construction Phase Amount: \$
	Project Number:
Project Name:	Budget Account Number: Fund or cost enter/account/project #, if applicable.

NOTE: THE CMAR MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A CITY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED	
<i>Each Task Authorization package must include:</i>	
☐ Exhibit A – Scope of Work ☐ Exhibit B – Fee Schedule-Pre-Construction Phase ☐ Exhibit C – Pre-Construction Schedule	☐ Exhibit D – CMAR Staff ☐ Exhibit E – Construction Team
DEPARTMENT APPROVAL	
Recommended by Print Name:	Reviewed by Print Name:
X	X
1. City Project Manager Signature	2. City Director or Designee Signature
CONSTRUCTION MANAGER AT RISK ACCEPTANCE	
CMAR Designated Agent Print Name:	CMAR Project Manager: Print Name:
X	CMAR Project Manager E-mail:
3. CMAR Signature	Date
PURCHASING REVIEW	LEGAL REVIEW
Purchasing Manager or Designee Print Name:	City Attorney or Designee Print Name: Robert W. Batsel, Jr., City Attorney
X	X
4. Purchasing Manager or Designee Signature	5. City Attorney or Designee Signature
Date	Date
CITY APPROVAL	
City Manager or Designee (under \$50,000) Print Name: Audra Curts, City Manager	City Mayor (over \$50,000) Print Name: Joe Meek, Mayor
X	X
6. City Manager or Designee Signature	7. City Mayor or Designee Signature
Date	Date

Select One of the following	
CONSTRUCTION TASK AUTHORIZATION	TA#
In accordance with the terms and conditions of the Agreement between _____ (Construction Manager) and City of Crystal River, dated _____, (“Master Contract”) the parties hereto agree to the scope of work, GMP, schedule, construction team and subcontractors attached hereto.	Construction Phase Guaranteed Maximum Price (GMP) \$ _____ Project Number: _____
Project Name: _____	Budget Account Number: Fund or cost enter/account/project #, if applicable. _____

NOTE: THE CMAR MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A CITY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package must include:</u>	
☐ Exhibit A – Scope of Work (Drawings and Specifications) ☐ Exhibit D – CMAR Staff ☐ Exhibit B – Fee Schedule Construction Phase (GMP) ☐ Exhibit E – Construction Team ☐ Exhibit C – Construction Schedule ☐ Exhibit F – Sub-Contractors	
DEPARTMENT APPROVAL	
Recommended by Print Name:	Reviewed by Print Name:
X	X
1. City Project Manager Signature	2. City Director or Designee Signature
CONSTRUCTION MANAGER AT RISK ACCEPTANCE	
CMAR Designated Agent Print Name:	CMAR Project Manager: Print Name:
X	CMAR Project Manager E-mail:
3. CMAR Signature	Date
PURCHASING REVIEW	LEGAL REVIEW
Purchasing Manager or Designee Print Name:	City Attorney or Designee Print Name: Robert W. Batsel, Jr., City Attorney
X	X
4. Purchasing Manager or Designee Signature	5. City Attorney or Designee Signature
Date	Date
CITY APPROVAL	
City Manager or Designee (under \$50,000) Print Name: Audra Curts, City Manager	City Mayor (over \$50,000) Print Name: Joe Meek, Mayor
X	X
6. City Manager or Designee Signature	7. City Mayor or Designee Signature
Date	Date

**CONSTRUCTION MANAGER'S AFFIDAVIT OF
CONTRACT COMPLETION**

OWNER: _____

PROJECT: _____

CONSTRUCTION MANAGER: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: _____

CONSTRUCTION MANAGER'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending or threatened by reason of work on the project under the contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Construction Manager shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

CONSTRUCTION MANAGER:

Title: _____

Date: _____

State of _____

County of _____

Acknowledged, sworn to and subscribed to before me this _____ day of _____, 20__ by _____ who is _____ personally known to me or _____ has produced _____ as identification.

Notary public
My Commission Expires

Printed, typed or stamped commission of notary
public

AS BUILT DOCUMENTS CERTIFICATION

“This certifies that, to the best of my knowledge and belief, these As-Built documents indicate all changes or corrections made in the actual construction, and, such indicate how the project is constructed.”

Typed Company Name

Signature

Typed Name and Title

Date

FINANCIAL CLOSEOUT CHECKLIST

ITEMS TO BE SUBMITTED WITH CONSTRUCTION MANAGER'S REQUEST FOR FINAL PAYMENT

Finance Administrative Assistant (FAS)

(Initialed off by FAS that items are completed prior to submittal to Associate General Counsel for review and approval)

- _____ 1. Certificate of Contract Completion (Contract Exhibit)
- _____ 2. Executed Consent of Surety to make Final Payment
- _____ 3. Executed Certificate - List of Subcontractors and Material Suppliers (SPC Form 743)
- _____ 4. Executed Final Waiver of Lien (SPC Form 744) by Construction Manager and all subcontractors and material suppliers. All lien waivers must be signed by a Corporate Officer or must be accompanied by a Corporate Authorization Letter, signed by a Corporate Officer dated prior to the execution of the lien waiver, stating the person signing the waiver is authorized to do so. Note: No lien waivers are required for direct purchase material suppliers.
- _____ 5. Warranty/Guarantee Certificate from Construction Manager (SPC Form 745) one-year guarantee from the date of substantial completion as shown on the Certificate of Substantial Completion.
- _____ 6. Warranty/Guarantee Certificate from Subcontractors and Material Suppliers (SPC Form 746) one- year guarantee from the date of substantial completion, by all subcontractors and material suppliers listed on SPC Form 743.
- _____ 7. Notarized certificate on Construction Manager's letterhead stating that social security and unemployment taxes have been paid. (SPC Form 749)
- _____ 8. Affidavit of compliance with applicable provisions of Chapter 446 Florida Statutes, Section 446.011 through 446.092 when participating in apprenticeship program; or affidavit stating that the Construction Manager is not participating. (SPC Form 748)
- _____ 9. Construction Manager's Certificate stating that no material containing asbestos has been installed in the work performed under the contract for this project. (SPC Form 747)

Reviewed & Approved by City Attorney

Date

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: May 27, 2025

Agenda Item Number: 10.D.

Requested Motion: Purchasing Policy Discussion
