Agenda

Crystal River City Council Meeting
Regular Meeting Agenda
Monday, November 9, 2026 at 5:30 PM
Citrus County Welcome Center

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

Troy Slattery, 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. CCSO Quarterly Report

B. Legislative Update

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

(Three Minute Time Limit)

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the Special Meeting held October 21, 2026

B. Motion to approve minutes of the City Council meeting held October 26, 2026

C. Monthly Departmental Report Summary for the month of October

D. Motion to approve the setting of a Special Meeting on December 14, 2026 at 1:00 p.m. to facilitate the City Attorney interview and selection process.

E. Motion to approve a special event permit and road closure request for the 2026 Crystal River Christmas Parade

F. Motion to accept a Community Development Block Grant Hazard Mitigation Grant Match Program award through Florida Commerce Agreement Number MS050 and authorize the Mayor to execute the contract and any subsequent documents required for grant administration.

7. PUBLIC HEARING

8. INTRODUCTION AND FIRST READING OF ORDINANCES

A. THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. Introduction of Ordinance 26-O-13 (Application No. PCA26-0003) for an amendment of the Future Land Use Map for 0.94 acres addressed as 719 NW 7th Ave. owned by Bash Beach, LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the next item.

B. THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. Introduction of Ordinance 26-O-14 (Application No. PZM26-0003) for an amendment of the Official Zoning Map for 0.94 acres addressed as 519 NW 7th Ave, owned by Bash Beach, LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the previous item.

C. THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. Consideration of Ordinance 26-O-15 (Application PA26-0002) for the voluntary annexation of a 319.76-acre MOL of real property with in Parcel IDSÂ 17E18S35 33200 (ALT KEY: 2688815) and 17E19S02 30000 (ALT KEY: 3406322) on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the next two items

D. THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. Introduction of Ordinance 26-O-16 (Application No. PCA26-0004) for an amendment of the Future Land Use Map for 589.19 acres MOL encompassing multiple properties located near US HWY 19 and Venable St., owned by RIF 304 LLC, STONELEDGE II LLC, AND EIP IV FL CRYSTAL RIVER LAND CO LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the previous item and the next item.

AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A LARGE-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING PROPERTY (589.19 ACRES MOL) LYING IN SECTION 35, TOWNSHIP 18 SOUTH, RANGE 17 EAST; SECTION 02, TOWNSHIP 19 SOUTH, RANGE 17 EAST; SECTION 34, TOWNSHIP 18 SOUTH, 17 RANGE EAST; AND SECTION 03, TOWNSHIP 19 SOUTH, RANGE 17 EAST; SPECIFICALLY PARCEL ID 17E18S35 33200 (Alt Key: 2688815), 17E19S02 30000 (Alt Key: 3406322), 17E18S34 22200 (Alt Key: 1102138), 17E19S03 10000 (Alt Key: 1113512), 17E19S03 12000 (Alt Key: 3523091), 17E19S03 41200 (Alt Key: 3523101), 17E19S03 13110 (Alt Key: 3523093), 17E19S03 13120 (Alt Key: 3523095); 17E19S03 13210 (Alt Key: 3523097), 17E19S03 42210 (Alt Key: 3523099), 17E18S34 22100 (Alt Key: 2371340) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC, STONELEDGE II LLC, AND EIP IV FL CRYSTAL RIVER LAND CO LLC FROM CITRUS COUNTY LOW DENSITY RESIDENTIAL, THE CITY'S SUBURBAN NEIGHBORHOOD, URBAN CENTER, AND CONSERVATION FUTURE LAND USE TO THE CITY'S URBAN CENTER AND URBAN NEIGHBORHOOD FUTURE LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

E. THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. Introduction of Ordinance 26-O-17 (Application No. PZM26-0004) for an amendment of the Official Zoning Map for 589.19 acres MOL encompassing multiple properties located near US HWY 19 and Venable St., owned by RIF 304 LLC, STONELEDGE II LLC, AND EIP IV FL CRYSTAL RIVER LAND CO LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the previous two items.

F. THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. Consideration of an unlisted dissimilar use application to allow for a gasoline station to be located within the Urban Center 1 (UC-1) zoning district, at 1600 SE Highway 19, Crystal River specifically identified as Parcel ID: 17E18S28 21110 (Altkey: 3530158) as identified in the records of the Citrus County Property Appraiser. QUASI-JUDICIAL

9. CITY ATTORNEY

A. Motion to approve and authorize the Mayor to execute "Amended and Restated Riparian Rights Agreement" and "Riparian Easement Agreement" between High Sodium Holdings, LLC and the City of Crystal River associated with Phase II of the King's Bay Riverwalk Project

B. 579 Confirmation of Construction Plan Submittals

10. CITY MANAGER

A. Motion to award Bid No. 26-B-02 "Copeland Park Pavilion Restoration Project" to Daly & Zilch for the amount of $78,250.00.

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

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

13. PUBLIC INPUT

(Five Minute Time Limit)

14. ADJOURNMENT

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 3.A.**

Requested Motion: CCSO Quarterly Report

ATTACHMENTS:
Description
CR Q3 2026.pptx

CITRUS COUNTY SHERIFF'S OFFICE

QUARTERLY CRIME REPORT: JULY 1- SEPTEMBER 30

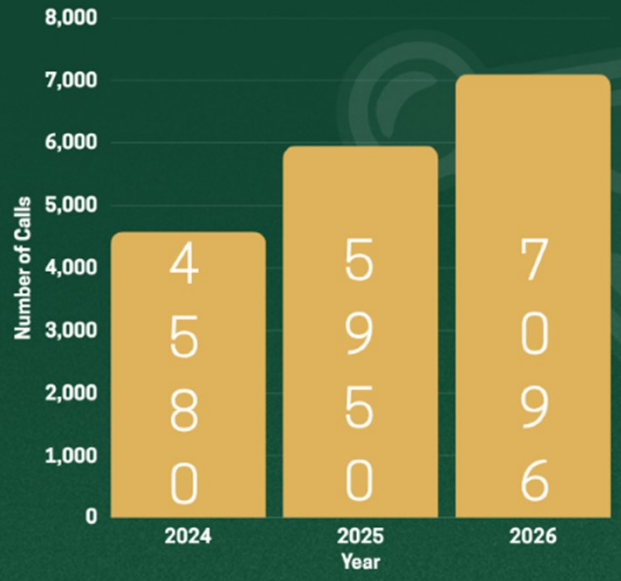
PRESENTED BY: LIEUTENANT RAY FISCHER

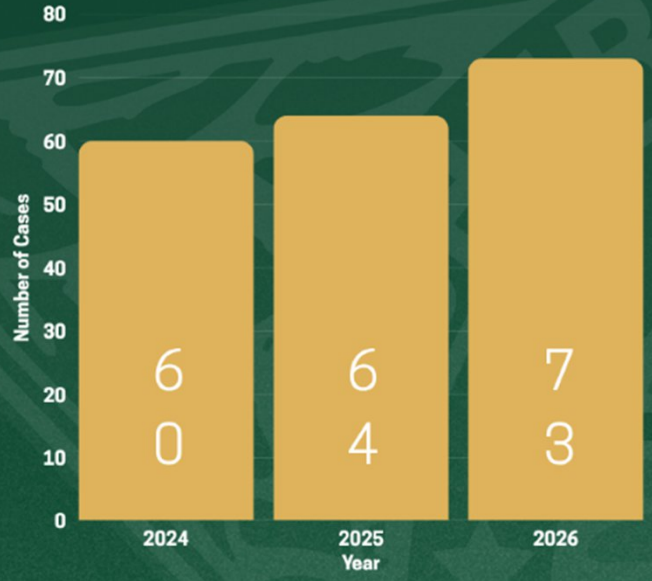
MONDAY, NOVEMBER 9, 2026

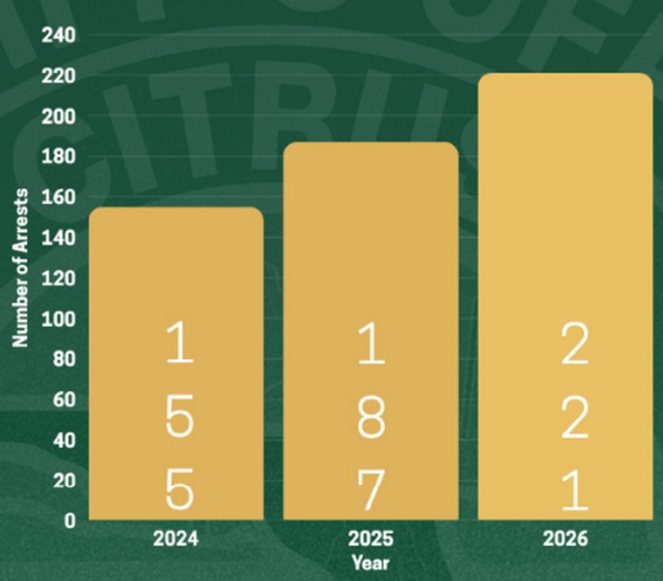
CITRUS COUNTY SHERIFF

INTEGRITY ★ ACCOUNTABILITY ★ SERVICE

CITY OF CRYSTAL RIVER - 3rd QUARTER

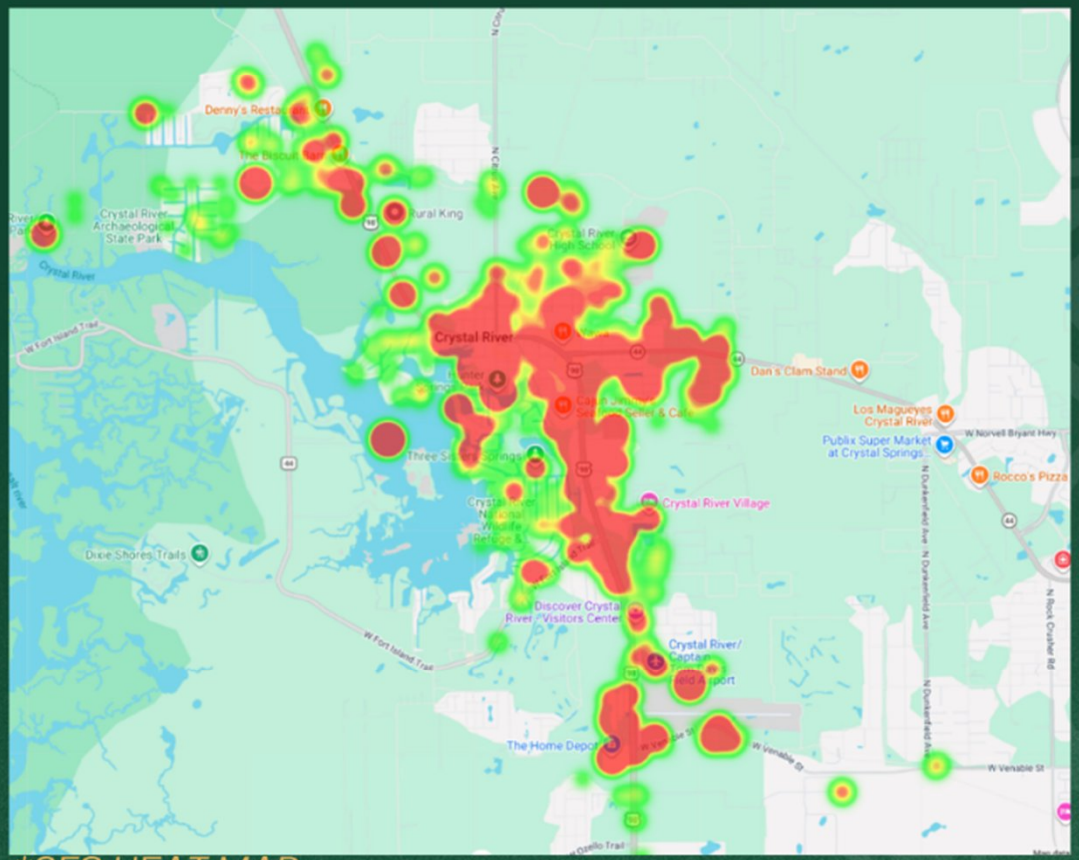






EMERGENCY 9-1-1 NON-EMERGENCY 352-249-2790

CITY OF CRYSTAL RIVER - 3rd QUARTER



*CFS HEAT MAP

CFS TOTAL: 7096

SECURITY CHECKS: 2853

CASES: 223

EMERGENCY 9-1-1 NON-EMERGENCY 352-249-2790

CITY OF CRYSTAL RIVER - 3rd QUARTER
VIOLENT CRIME

NO HOMICIDES OR ROBBERIES WERE REPORTED IN THE THIRD QUARTER.

HISTORICAL DATA: 1 ROBBERY (2025).



EMERGENCY 9-1-1 NON-EMERGENCY 352-249-2790

CITY OF CRYSTAL RIVER - 3rd QUARTER
TRACKED CRIME

2024	2025	2026
2	2	1

RESIDENTIAL

2024	2025	2026
1	2	0

AUTO THEFT



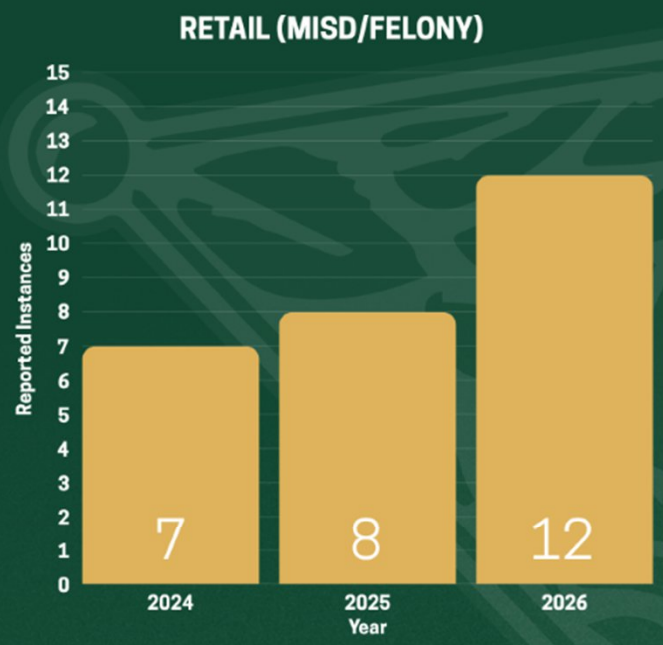
2024	2025	2026
6	0	1

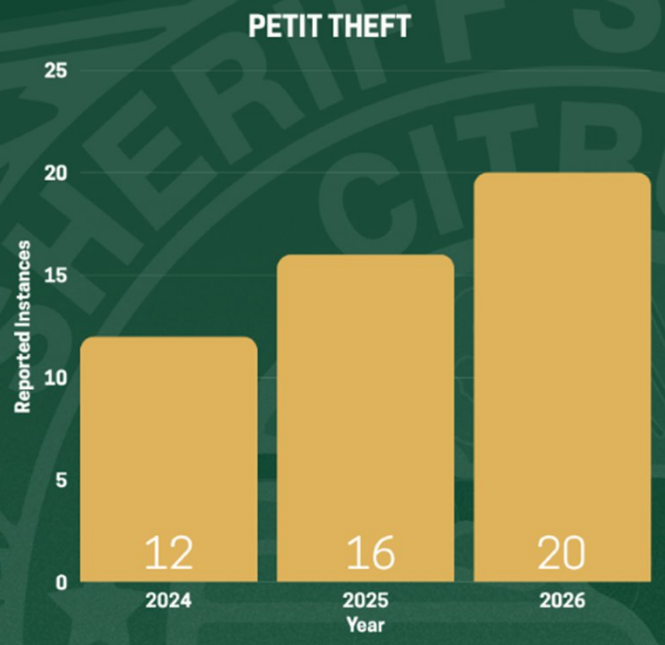
COMMERCIAL BURGLARY

2024	2025	2026
0	1	3

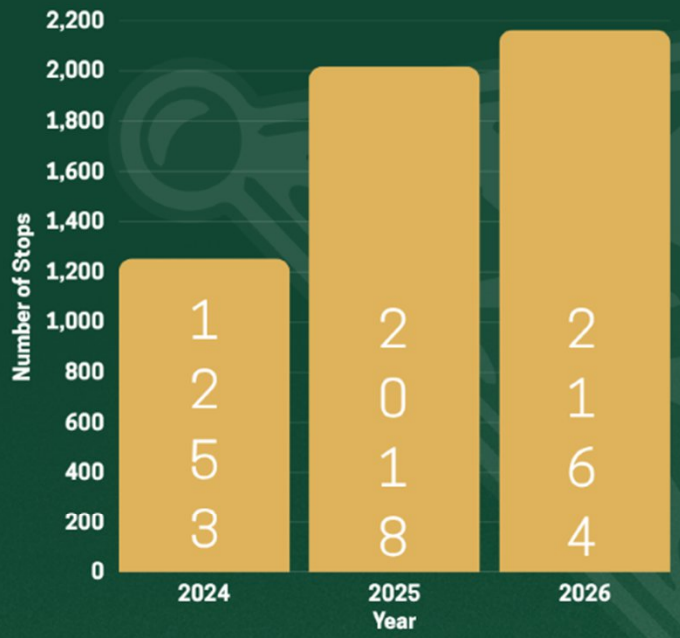
CONVEYANCE BURGLARY

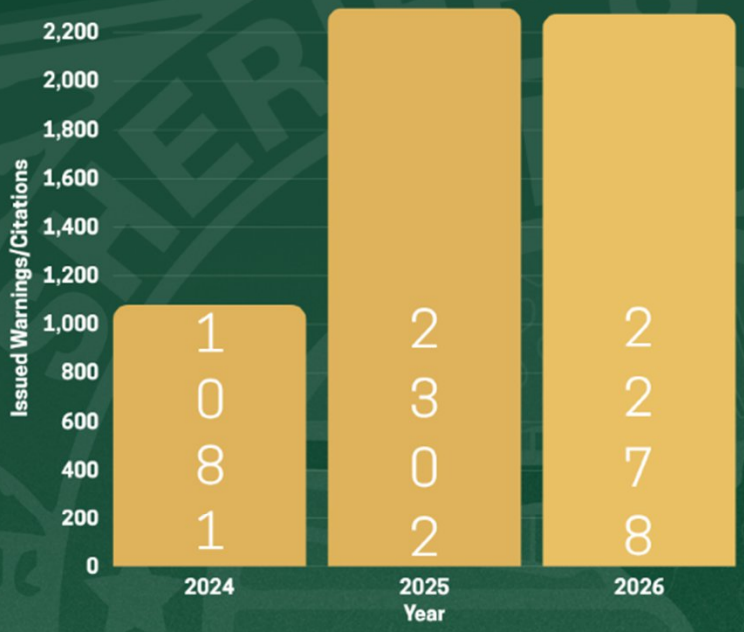
CITY OF CRYSTAL RIVER - 3rd QUARTER
THEFT CONTINUED





CITY OF CRYSTAL RIVER - 3rd QUARTER
TRAFFIC ENFORCEMENT





EMERGENCY 9-1-1 NON-EMERGENCY 352-249-2790

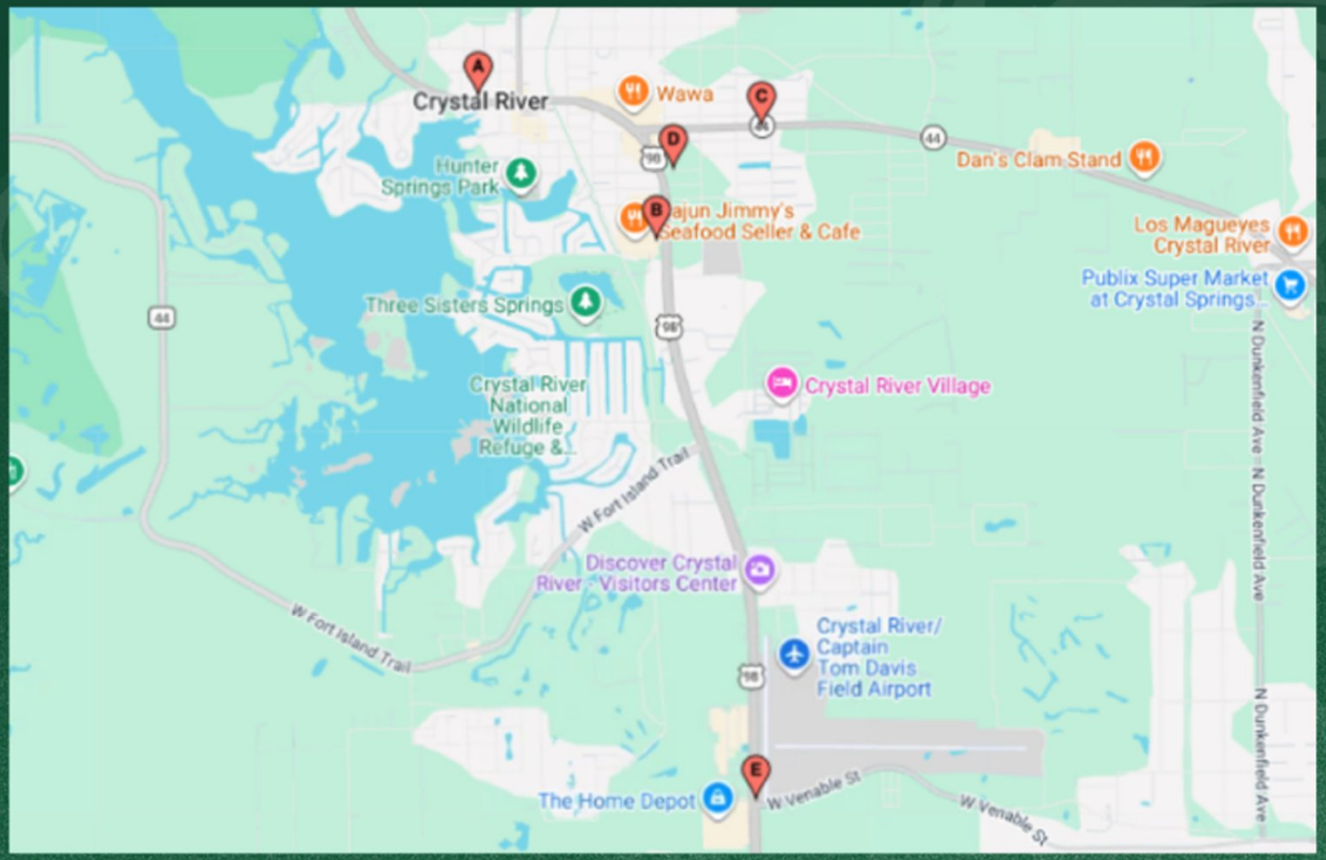
CITY OF CRYSTAL RIVER - 3rd QUARTER
TRAFFIC ENFORCEMENT

TOTAL ACCIDENTS BY QUARTER: 40 (2024), 28(2025), AND 48* (2026).

Number Represents
0 FATALITIES
4 SERIOUS INJURIES
1 MINOR INJURY
43 W/O INJURY



CITY OF CRYSTAL RIVER - 3rd QUARTER
MAP



CITY OF CRYSTAL RIVER - 3rd QUARTER
MARINE UNIT

CITATIONS & WARNINGS: 361(2024), 249(2025), AND 393(2026).



CITY OF CRYSTAL RIVER - 3rd QUARTER
DERELICT VESSELS

4 NUISANCE VESSELS REMOVED IN THE FOLLOWING AREAS:

E. OF BUZZARD ISLAND



PETE'S PIER



SPORTS ZONE



NEAR CRACKERS



NOTABLE CASES: *Crystal River*

DATE: SEPTEMBER 24, 2026

CASE TYPE: TRAFFIC VIOLATION/HAZARD

DETAILS: SMITH WAS OBSERVED RUNNING A STOP SIGN AND THEN FLEEING FROM SGT. SANCHEZ. SHORTLY AFTER THIS ENCOUNTER, SGT. SANCHEZ WAS FLAGGED DOWN BY A PEDESTRIAN WHO ADVISED THEY WERE ALMOST STRUCK BY THE FLEEING VEHICLE. AFTER A SHORT PURSUIT WHERE SPEEDS REACHED 88MPH IN A 45MPH ZONE, SMITH'S VEHICLE CAME TO A STOP AFTER CRASHING INTO A FLOODED RETENTION POND ON W SUGAR BUSH PATH. SMITH AND BONNER ATTEMPTED TO RUN AWAY, BUT COMPLIED WITH COMMANDS TO STOP AS THEY WERE UNABLE TO PASS THROUGH THE WATER. A SEARCH OF THE VEHICLE REVEALED TWO LOADED FIREARMS IN THE TRUNK AREA.



JAMES SMITH III

FELONY ARRAIGNMENT SET FOR 11/02/2026

FLEE ELUDE HIGH SPEED
OPERATE VEHICLE W/O LICENSE
POSSESSION OF WEAPON BY A CONVICTED FELON

AMBER BONNER

ARRAIGNMENT SET FOR 11/05/2026

OBSTRUCT W/O VIOLENCE



COMMUNITY EVENTS

SATURDAY NIGHT CONCERT SERIES

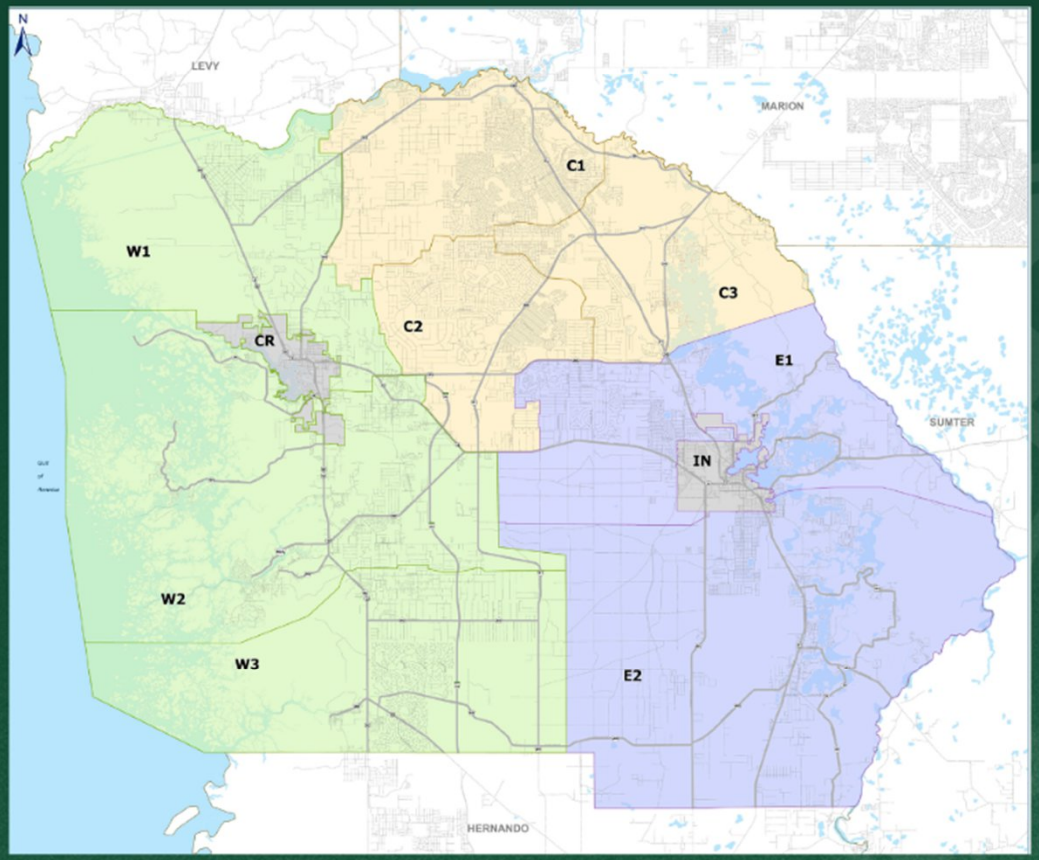
BRANNEN BANKS ANNIVERSARY

TROOPER SMITH MEMORIAL REDEDICATION

SAVE OUR WATERS WEEK



EXPANDING COVERAGE WITH NEW ZONE



THE ADDITION OF THE "CENTRAL DISTRICT" WILL EXPAND COVERAGE ACROSS HERNANDO, BEVERLY HILLS, PINE RIDGE, AND PART OF DUNNELLON.

THERE WILL BE NO REDUCTION IN COVERAGE TO THE WEST DISTRICT, OR THE CITY OF CRYSTAL RIVER.

BECAUSE OF THE PARTNERSHIPS BETWEEN THE SHERIFF'S OFFICE AND MUNICIPAL ENTITIES, THE CREATION OF THE CENTRAL DISTRICT BECAME A REALITY!

EMERGENCY 9-1-1 NON-EMERGENCY 352-249-2790

QUESTIONS?

CITRUS COUNTY SHERIFF

INTEGRITY ★ ACCOUNTABILITY ★ SERVICE

MAIN OPERATIONS BUILDING

1 Martin Luther King Jr. Ave
Inverness, FL 34450

EMERGENCY OPERATIONS CENTER

3549 Saunders Way
Lecanto, FL 34461

BEVERLY HILLS SUBSTATION

4093 N Lecanto Hwy
Beverly Hills, FL 34465

EMERGENCY 9-1-1 NON-EMERGENCY 352-249-2790

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 3.B.**

Requested Motion: Legislative Update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 6.A.**

Requested Motion: Motion to approve minutes of the Special Meeting held October 21, 2026

ATTACHMENTS:
Description
9.21.26 Special Meeting minutes .docx

Minutes

Crystal River City Council Meeting
Special Meeting
Wednesday, October 21, 2026, 9:00 a.m.
Citrus County Welcome Center

1. CALL TO ORDER

Mayor Meek called the meeting to order at 9:00 a.m.

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

CRA Board members present: Johnny Cash, Gerry Mulligan

Staff present: City Manager Curts, Assistant City Manager/Public Works Director Troy Slattery, City Clerk Mia Fink, Deputy Clerk Sabrinna Utter, Community Engagement Director Madeline Scarborough, Growth Management Director Carly Hanson, Fire Chief Frank Mellilo, Finance Director Michelle Russell-Maynard, Assistant Finance Director Cindy Marihugh, Human Resources Director Mary Helprin, Visitor Services Director Andrea Hullstrung

2. PRESENTATIONS

A. Discussion on City Manager Recruitment Process

Mayor Meek provided an overview of the meeting purpose (discussion and staff direction pertaining to city manager and City Attorney recruitment process). Discussion was held regarding previous processes and methods used (internal selection process, recruitment firm-assisted, etc.) and benefits of each option. Discussion continued regarding interim options, current City Manager resignation date, interactions and roles among Council, Management, staff, etc. and capabilities of internal options. Further discussion was held regarding future direction of City, continuity and completion of projects.

City Attorney Batsel requested clarification regarding staff direction (bring forth City Manager Employment Agreement for Assistant City Manager/Public Works Director Troy Slattery). Mr. Slattery joined discussion at the dais and Human Resources Director Mary Helprin spoke in support of Mr. Slattery assuming the role of City Manager.

Motion to appoint Tory Slattery as Interim City Manager effective immediately, with staff to bring back "City Manager Employment Agreement" with Troy Slattery for approval at next Council meeting was made by Council member Satchell; seconded by Council member Hastings. Motion carried 5-0.

Motion to compensate Audra Curts for final sixty (60) days in accordance with the existing "City Manager Employment Agreement" was made by Council member Hastings; seconded by Vice Mayor Ensing. Motion carried 5-0.

Further discussion was held regarding communications among City Council, City manager and staff, as well as future professional development opportunities for Mr. Slattery.

Mayor Meek recognized Chris Holly, former Director of Association of Counties.

B. Discussion on City Attorney Recruitment Process

Mayor Meek introduced discussion on City Attorney recruitment process, noting information provided from previous selection process.

Consensus was reached for staff to move forward utilizing previous process.

City Attorney Batsel discussed commitment to completion of various projects prioritized by Council, including Riverwalk. City Clerk Fink provided clarification regarding next steps in City Attorney selection process (RFQ issuance, etc.). Discussion was also held regarding challenges associated with holding elected office, during which various commendations were expressed.

4. ADJOURN

Mayor Meek adjourned the meeting at 10:00 a.m.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 6.B.**

Requested Motion: Motion to approve minutes of the City Council meeting held October 26, 2026

ATTACHMENTS:
Description
Minutes 10.26.26 MF Final.docx

Minutes

Crystal River City Council
Regular Council Meeting
Monday, October 26, 2026 5:30 p.m.
Citrus County Welcome Center

1. CALL TO ORDER

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

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

Staff present: City Manager Troy Slattery, City Attorney Robert W. Batsel Sr., City Clerk Mia Fink, Finance Director Michelle Russell-Maynard, Growth Management Director Carly Hanson, Human Resources Director Mary Helprin, Visitors Services Director Andrea Hullstrung, Community Engagement Director Madeline Scarborough

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

2. ADOPTION OF AGENDA

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

3. PRESENTATIONS

A. CRFD Quarterly Report
Chief Melillo presented the quarterly report.

B. Draft WWTP Pre-Design Study
City Manager Slattery introduced the item and Alan Garri and Savannah Smith of Kimley Horn presented to Council and addressed questions regarding funding opportunities, future development, and capacity expansion. Discussion was also held regarding utilization of Yeoman's Park as a potential wetlands recharge park. Further questions regarding future funding certainty were also addressed.

Consensus was reached to pursue Alternative No. 3.

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council meeting held October 12, 2026

B. Monthly Departmental Report Summary for the month of September

C. Motion to authorize the Mayor to accept the "Grant of Sidewalk Easement" between The First Baptist Church of Crystal River, Inc. and the City of Crystal River.

D. Motion to approve Resolution No. 27-R-02 to amend items in the City's Fee Schedule,Â Exhibit "D" Special Event Permit Fees

E. Motion to approve Resolution No. 27-R-03 appointing a Special Magistrate, Richard David Mutarelli, Jr., McGraw, Rauba & Mutarelli, PA., as the City's Alternate Local Hearing Officer through an Administrative Code Enforcement Hearing Officer Agreement, and if approved, authorize the Mayor to execute the agreement.

F. Motion to authorize staff to accept Change Order No. 2 in the amount of $10,945.00 for Bid No. 25-B-05 "Stormwater Drainage Clearing Areas" for the emergency repair of embankment erosion on Martin Luther King Jr. Blvd.

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

7. PUBLIC HEARING

8. INTRODUCTION AND FIRST READING OF ORDINANCES

9. CITY ATTORNEY

10. CITY MANAGER

City Manager Slattery provided an update to Council regarding status of Turkey Oak surface depression repair, as well as Rev. Dr. Martin Luther King Jr. Blvd. repair. He also discussed Copeland Park Pavillion Repair procurement process, noting bid award item to be brought forth at upcoming meeting.

11. CITY COUNCIL

A. Motion to approve "Employment Agreement for the City Manager of the City of Crystal River, Florida"

Mayor Meek introduced the item and noted deletion of long-term disability benefit clause, at Mr. Slattery's request.

Motion to approve "Employment Agreement for the City Manager of the City of Crystal River, Florida" was made by Vice Mayor Ensing; seconded by Council member Hastings. Motion carried 5-0.

12. COUNCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek noted prioritized projects, including Riverwalk and City Hall, inquired about Community Development Code review process, and need for focus on future development at Citrus Avenue and Turkey Oak.

B. Vice Mayor Ensing proposed City S.W.O.T. analysis, and discussion was held regarding various roles of Council and Administration, and related structure. Vice Mayor Ensing also discussed city code enforcement.

C. Council member Satchell requested candy donation to CRPS.

D. Council member Hastings provided an update regarding Kings Bay Focus Group activities (list for Mr. Ankerson), and status of 579 Crystal River LP project. She also discussed Community Development Code revisions and moratoriums.

E. Council member Holmes continued discussion regarding Community Development Code revisions and moratoriums.

13. PUBLIC INPUT

Scott Davis- 1840 NW 18th St- Crystal River- Commented on proposed S.W.O.T. analysis, City organizational structure, and Community Development Code revisions.

Council member Holmes discussed Stringfellow Planning and Design Firm website.

14. ADJOURNMENT Mayor Meek adjourned the meeting at 7:23 P.M.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 6.C.**

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

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ATTACHMENTS:
Description
Departmental Monthly Report Summary October 2026.pdf

Departmental Monthly Report Summary October 2026

123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
www.crystalriverfl.org

THE CITY CLERK'S OFFICE

During the month of October, the office clerked 4 public meetings, coordinating the agendas and drafting of 13 agenda items. The Clerk's office also facilitated 43 public records requests and performed 19 notarizations on various legal documents. Recording items included 1 Utility Lien and 1 Sidewalk Easement. Ongoing responsibilities include Grant Coordination (reporting, applications, etc.); Audio/Visual Equipment operations, coordination, troubleshooting; Participate in weekly meetings, including staff meetings, project-related meetings, etc.; Scheduling for City Manager and various other departments; Cellphone Account Management; Budgetary and Purchasing-related items; Research requests for various departments; Ordinance/Resolution research, development, drafting, legal advertising for all items; I.T. and software assistance coordination; Code Enforcement related items (minutes, processing orders, research); Records Management duties (digitization, archiving, purging); Implementation of Laserfische records management software; Coordination of Blue Digital document retrieval for scanning and destruction; Leadership Citrus participation; 2026 Election- Qualifying, Reporting, etc.; City Attorney Selection Process Facilitation (Procurement, Advertising, etc.); and Recruitment for Deputy Clerk/Executive Assistant Position

THREE SISTERS SPRINGS

Three Sisters Springs had a total of 1,502 visitors for the month of October. In October Fiscal year 26' the Three Sisters Wildlife Refuge had a total of 2,049 visitors. This is a 26.7% decrease from previous year shy 547 visitors. There were 122 online admission tickets purchased totaling $1,627.00 in revenue. Gross revenue for the month totaled $15,318.75. Commission paid to USFWS totaled $4,375.68.

This month on social media:

Facebook:

- Facebook Viewers:18,360
- Facebook Views: 38,366
- Facebook Content Interactions: 161
- Facebook Follows: 98
- Facebook Visits: 2,763

Instagram:

- Instagram Reach: 5,183
- Instagram Views: 3,6481
- Instagram Content Interactions: 142
- Instagram Follows: 160
- Instagram Visits: 272

GROWTH MANAGEMENT

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

1. **Home2Suites (Hilton)** – **PB24-0172– 1150 NE 5th Street** – A new four-story, 75-room hotel located on the corner of State Road 44 and NE 12th Ave. The developer proposes to develop the parcel with a hotel and a future restaurant as part of a second phase that would front SR 44. This permit is issued, and site work has begun.

Departmental Monthly Report Summary October 2026

Department of Growth Management
123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
development@crystalriverfl.org
www.crystalriverfl.org

2. **Crystal River Mall Redevelopment**
    1. **Crystal River Townhomes – PZ24-0057 – 1801 NW Hwy 19** – Application for Civil Site Plan for seven 8-unit buildings for 56 townhouses with clubhouse and dog park. This permit has been issued.
3. **Restaurant (at Port Hotel and Marina) – PB24-0010 – 1508 SE Kings Bay Drive** – Proposed 22,690-square-foot restaurant. The permit was issued on November 13, 2024, and construction has commenced.
4. **Hotel (at Port Hotel and Marina) – PB24-0011 – 1508 SE Kings Bay Drive** – Proposed 85,500 sf (85-room) hotel. This permit has been issued, and construction has commenced.
5. **Microtel – PZ24-0041 –1030 NE 5th Street** – A preliminary review of a civil site plan was requested for a new 103-room hotel (10,160 sq. ft.) This permit has been issued.
6. **Magnolia Creek – New Commercial Center – PZ24-0048 – 605 NW US Hwy 19** – A Site Development Permit for a new commercial center with two buildings totaling over 107,000 square feet. This permit has been issued.
7. **Crystal Creek Townhomes – PZ25-0004 – SE Dr. Martin Luther King Jr. Avenue** – An application for Site Plan for an 82-unit Townhome Development. This project is currently under review.
8. **Fountains at Hidden Lakes – Phase II – PZ25-0023 – 10456 W Ashburn Ln** – An application for Site Plan of Phase II was submitted on August 4, 2025. The Developer is using a private provider for building plan review and inspections. This permit has been issued.
9. **Take 5 Oil – PZ25-0020 – 563 NE 5th Street –** An application for a Site Plan for the construction of a Take 5 Oil. This permit has been issued.
10. **Ernie Woods Real Estate – PB26-0019 - 2 NW Hwy 19 –** An application for a new elevated commercial office building. This permit has been issued, and construction has commenced.
11. **Circle K – PZ26-0014 – 1600 SE Hwy 19** – A site plan application for a convenience store with 7 fueling positions and a diesel canopy with 5 fueling positions. This permit is currently under review.
12. **Everhome Suites – PZ26-0026 and PB26-0199 – 1075 N Suncoast Blvd –** A Site Plan application and Building Permit for a new three-story, 80-room hotel located on the East side of US Highway 19. These permits are ready to issue.

BUSINESS TAX RECEIPTS

We are now within the Business Tax Receipt renewal season for 2027. Of the 796 businesses emailed renewal notices, we have currently processed 494 business renewals, or 62%.

BUILDING DEPARTMENT

PERMITS ISSUED:

Res - Mechanical	10
Res - Roof	7
Com - Electrical	4
Res - Electrical	7
Res - Fence	1
Res - Window/Door	2
Res - Alteration/Repair	5
Com - Mechanical	1
Com - Sign	2
Res - Plumbing	4
Res - New Construction	1
Res - Building	1

Departmental Monthly Report Summary October 2026

Department of Growth Management
123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
development@crystalriverfl.org
www.crystalriverfl.org

Com - Alteration/Repair	1
Com - Plumbing	3
Com - Roof	1
Res - Demolition	2
Res - Seawall	1
Res - Driveway	1
Res - Dock/Boat Launch	3
Res - Pool	1
Com - New Construction	1
Com - Temporary Tent	1
Com - Fire Suppression	1
Res - Minor Flood Repair	1
Res - Solar	1
Grand Total	**63**
Total Fees	**$36,350.13**
Total Construction Value	**$6,598,068.88**

INSPECTIONS:

Building	175
Fire	5
Code & Zoning	4
Total Inspections	**184**

HR/RISK MANAGEMENT

Open Positions

- Deputy Clerk/Executive Assistant
- Code Enforcement Officer – FT
- Three Sisters Visitor Experience Specialist – Seasonal
- Three Sisters Parking Attendant – Seasonal
- Three Sisters Trolley Driver – Seasonal
- Volunteer Firefighter

Promotion

- Troy Slattery – City Manager
- Joe Palminteri – Assistant Growth Management Director
- Sabrinna Utter – Associate Planner
- Colby Koenig – Lieutenant

Departmental Monthly Report Summary October 2026

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New Hire

- Lynn Blinbry – Three Sisters Visitor Experience Specialist – Seasonal
- Mark Hazelden – Three Sisters Trolley Driver – Seasonal
- Kayla Guzman – Volunteer Fire Fighter

Rehire

- Phallen Kunselman – Three Sisters Visitor Experience Specialist - Seasonal

Employee Headcount

- Full Time City – 36
- Part Time City – 22
- Fire Fighter Volunteer – 14
- Fire Fighter/EMT Full Time – 3
- Fire Fighter/EMT Part Time – 8
- Fire Inspector – 1
- Fire Chief – 1
- Grow as you go - Fire Academy – 2

FINANCE DEPARTMENT

October 2026 books have not been closed as of the due date for monthly reports. The month is not complete as it is still early in the month. Vendor invoices for the month are still being received and posted to October. The books are normally not closed until around the fifteenth to twentieth of the following month. The October 2026 report will be included within the December 2026 Council report.

EVENTS

Throughout the month of Oct., the Events Department continued to focus on community engagement, event programming, partnership development, and public communication. The City made 50 social media posts during the month, including regular updates on Hurricane Isaias and road conditions, as well as a light pole decorating competition (which our local 4H kids won!)

We also hosted/participated in four successful community events – there would have been five, however one was cancelled due to the hurricane: Rocktoberfest, The CRFD open House, Scarecrow Festival, which had over 60 vendors and great attendance even with being rescheduled, and a Saturday Night in Town Square.

They City has started posting Wednesday News Updates on our website. Those include:

- FIRE DEPARTMENT OPEN HOUSE UPDATE
- HUNTER SPRINGS SEAWALL UPDATE
- RIVERWALK UPDATES

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- HISTORIC TRAIN DEPOT RENOVATIONS COMPLETE
- CITY OF CRYSTAL RIVER APPOINTS TROY SLATTERY AS CITY MANAGER
- CRFD 3RD QUARTER REPORT

In addition to event coordination, I met with multiple community partners throughout the month to discuss upcoming opportunities, continued collaboration, and future programming, including the City's Christmas Tree Lighting Festival. Duke Energy will continue as our main sponsor for the Christmas Tree Lighting Festival, providing important support for one of the City's signature holiday events.

PUBLIC WORKS

Roads and Streets

- Repaired potholes citywide.
- Picked up debris off rights-of-way citywide
- Cleaned stormwater ditches and pipes citywide
- Finish Painting the Train Depot White with Black trim.
- Trimmed Trees on NW 8th Ave.
- Trimmed Trees on NW 22nd ST.
- Closed Turkey Oak for a Depression on north end.
- Replaced 2 Bollar light on Citrus Ave.
- October 31 Concert: Closed Roads with no injuries or Problems. South Side.
- October 31 Scarecrow festival: Closed Roads with no injuries or Problems. North Side.
- Relocated Cross walk sign on MLK Ave. by Crystal River Primary School.
- Dropped off Barricades to Church of God for Halloween Block Party.
- Helped Community Development Move all the record storage to 1 storage unit.

Capital Projects

- Indian Waters 70 Customers connected 0 in progress 6 not connected. Will be sending a notice the window for the connections are closed and letting remaining customers.
- Kings Bay Park Improvements – In engineering and design phase. Currently in the permitting phase.
- Paradise Point Drainage and road improvement project – In engineering and design phase.
- 25-B-05 Stormwater Drainage Clearing Areas. Daly & Zilch has been awarded the contract. Work began 5-11-26. Work has been in progress up to date with a percentage of work done in each area. Public Works Department has been in progress cleaning storm ditches and storm drainpipes city wide.
- 25-B-05 Stormwater drainage clearing areas. A culvert on the entrance into the new 5 minute oil change building was discovered and award to Daly/Zilch to be repaired.
- Riverwalk phase 1 Contractors have all pillions across water way driven and cut. Contractor has board walk laid across both bridges as of 8-12-26. Electricians have begun running electrical across both bridges and are process of finishing the work. Daley/Zilch has stained both bridges and are working on sidewalk connections for the smaller bridge. The project is on going with hopefully being completed within first weeks of December.

Parks & Park Rangers

- Citations written - 51

Departmental Monthly Report Summary October 2026

Department of Growth Management
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Crystal River, FL 34428
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development@crystalriverfl.org
www.crystalriverfl.org

- Incident Reports Written - 10
- CCSO or Fire Notified - 0
- Boats Pumped - 38
- Gallons Pumped - 1630
- Park Rangers in court on July 17th for Parking Citations
- Citations submitted to Clerk of Court – 105
- Ranger testimony required – 90
- Adjudicated guilty - 89
- Citation dismissed - 1
- Traffic court scheduled again 12-11-2026
- Citrus County Clerk of Court, Fines and Forfeitures received in August - 3,780.00
- Vendor Launch Report totals for previous month - 943

Utilities & US Water

- Utility reports and water reports generally come out the second or third week of the month.
- October's report will be on December's report.

FIRE DEPARTMENT

During the month of October, the Fire Department responded to 116 calls for service, with an average of 2.87 personnel per call and an average response time of 4:51. Incidents were an average of 1.7 miles from the station. This included 75 EMS calls and 41 Fire Incidents/Motor Vehicle Crashes. The Department conducted 687.65 total training hours. This included online training, shift training, Thursday company training, Fire Cadet Program, and Firefighter Grow as you Go Program.

The Department received the following recognitions:

- Chief Melillo received his State of Florida Fire Officer II Certification
- Firefighter Koenig was promoted to the rank of Lieutenant
- Firefighter Hanson was named VFW Firefighter of the Year

The Department participated in the following special events:

- Fire Inspector Davide conducted several Fire Education events within City Limits, Schools and Businesses.
- Fire Prevention Month
- Citrus County Blessings Peanut Butter Donation
- CRHS Homecoming Parade
- Open House and Pinning Ceremony
- Joint Training with CCFR - EMS Training

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 6.D.**

Requested Motion: Motion to approve the setting of a Special Meeting on December 14, 2026 at 1:00 p.m. to facilitate the City Attorney interview and selection process.

Summary:
With the recent resignation of the City Attorney, effective December 31, 2026, it is necessary to move forward with recruitment of a new legal services provider. During the City Council meeting held October 21, 2026, staff was directed to proceed with the process using the same method as was used during the prior selection process. Staff issued an R.F.Q. (Request for Qualifications) for Legal Services, in accordance with the City's Procurement Policy, which will be posted for thirty days. An evaluation committee made up of four staff members will review and evaluate the S.O.Q.s (Statements of Qualifications), and a selection committee meeting will be held during which the Clerk will formally compile individual scores and rankings and announce a final ranking. The top four respondents will be invited to be interviewed during a public meeting, during which City Council will score, rank and select the respondent of their choice. This meeting has been scheduled to occur at 1:00 p.m. on December 14, 2026. The public notice is attached.

ATTACHMENTS:
Description
PUBLIC NOTICE-Special Meeting- City Attorney Interviews_2026.docx

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN by the City Council of the City of Crystal River, Florida that a **SPECIAL MEETING** has been scheduled for **DECEMBER 14th, 2026 @ 1:00 p.m.** to conduct **CITY ATTORNEY INTERVIEWS.**

This meeting will be held at the Citrus County Welcome Center in the Damron Conference Room, 915 N. Suncoast Blvd., Crystal River, Florida.

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 NW Highway 19, Crystal River, FL 34428, (352) 795-4216, at least two (2) days before the meeting.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 6.E.**

Requested Motion: Motion to approve a special event permit and road closure request for the 2026 Crystal River Christmas Parade

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Summary:
The Citrus County Chamber of Commerce has submitted an event permit application and road closure request for the 2026 Christmas Parade, scheduled for Saturday, December 5. The parade will follow the route initiated last year closing all of Highway 19 from State Road 44 to Ft. Island Trail. Northbound Highway 19 traffic will be rerouted onto Dr. Martin Luther King Jr. Ave. to Highway 44 West. Southbound Highway 19 traffic will be rerouted to Highway 44 East to Dr. Martin Luther King Jr. Blvd. There is no change from the 2025 route.

Staff Recommendation:
Staff recommends approval of the 2026 Christmas parade special event permit application and road closure request.

ATTACHMENTS:
Description
CR Parade Permit.pdf

APPLICANT INFORMATION		
ORGANIZATION NAME	CITRUS	COUNTY CHAMBER OF COMMERCE
CONTACT PERSON #1	MISSY	SLANKER
TITLE	EVENTS	MANAGER
ADDRESS	915	N SUNCOAST BLVD., CRYSTAL RIVER
PHONE NUMBERS	352	795-3149
E-MAIL ADDRESS		EVENTS@CITRUSCOUNTYCHAMBER.COM
CONTACT PERSON #2	JOSH	WOOTEN
TITLE	CEO	PRESIDENT
ADDRESS	915	N SUNCOAST BLVD., CRYSTAL RIVER
PHONE NUMBER	352	795-3149
E-MAIL ADDRESS		JOSH@CITRUSCOUNTYCHAMBER.COM
ORGANIZATION WEBSITE		WWW.CITRUSCOUNTYCHAMBER.COM
IS ORG 501-C	☒ YES	☐ NO If yes, must provide documentation
GROUP LIABILITY INS.	☒ YES	☐ NO
INSURED COMPANY	EVENT	HELPER
POLICY NUMBER		
General liability insurance is required naming the City of Crystal River as additional insured. Limits of liability should be no less than $1,000,000.00 each occurrence combined single limit for bodily injury and property damage. If food is being served, product liability must be included. If the event is approved for alcohol sales, insurance must include an alcohol endorsement.		

EVENT INFORMATION				
NAME OF EVENT	CITRUS COUNTY CHAMBER CRYSTAL RIVER CHRISTMAS PARADE			
TYPE OF EVENT	PARADE			
EVENT DATE(S)	DECEMBER 5, 2026			
EVENT TIMES	6PM-10PM			
EVENT DATE(S)				
EVENT TIMES				
EVENT LOCATION	CITRUS AVE – HWY 19 – FT. ISLAND TRAIL – NE 4TH AVENUE			
ADDRESS	THREE SISTERS SPRINGS BLVD – NE 3RD, 4TH, 5TH STREET			
DESCRIPTION OF EVENT	HOLIDAY PARADE			
	STAGING BEGINS AT 1PM..			
	PARADE STARTS AT 6PM			
	APPROX. END OF PARADE 10PM.			

# OF PEOPLE EXPECTED				
FEES INVOLVED	ENTRANCE	$ 0	DONATION	$0
	VENDOR	$ 0	BOOTH	$0
	OTHERS	$ 0		
PROCEEDS BENEFIT				
OPEN TO THE PUBLIC	☒ YES	☐ NO		
FOOD SALES	☐ YES	☒ NO		
ALCOHOL SALES	☐ YES	☒ NO		
REQUESTING OPEN CONTAINER WAIVER	☐ YES	☒ NO		
MERCHANDISE VENDORS	☐ YES	☒ NO		
MUSICIANS	☐ YES	☒ NO		

EVENT SERVICES

REQUESTING CITY PROPERTY FOR EVENT	☐ YES	☐ NO	If yes, list property name and address below	
	PROPERTY ADDRESS			
REQUESTING ELECTRIC FROM CITY SITES	☐ YES	☐ NO		
LOCATION(S)				
WASTE PLAN				
WASTE HAULER				
RESTROOM FACILITIES	☐ ON PROPERTY		☒ PORTABLE FACILITIES	
	If portable, Company name			
# OF RESTROOMS		# OF HANDICAPPED		
SECURITY	☐ YES	☒ NO	If alcohol is served, CCSO must be hired	
SECURITY COMPANY				
# OF PERSONS				
PARKING LOCATION(S)	1. AREA DESIGNATED – VACANT PARKING LOT *			
	2. RESIDENTIAL/ COMMERCIAL ON NE 3RD,4TH, & 5TH ST			
	3. AREA OPEN FOR PUBLIC PARKING			
TOTAL SPACES	UNKNOWN			
HANDICAPPED SPACES	UNKNOWN			
If parking location is insufficient on site, parking arrangement letter(s) may be obtained from owner(s), renter(s) of additional parking sites. Letter must state permission from owner(s)/renter(s), date(s) of event, and number of handicapped and regular parking spaces provided.				
OTHER SERVICES	*US HWY 19/FT ISLAND TRAIL			

CITY OF CRYSTAL RIVER
SPECIAL EVENT PERMIT
AGREEMENT

The City of Crystal River issues a Special Event Permit to CITRUS COUNTY CHAMBER OF COMMERCE (a ___ person, __X_ corporation, ___ partnership), hereinafter called "the Permittee," for a special event, described as CITRUS COUNTY CHAMBER OF COMMERCE 2026 CRYSTAL RIVER CHRISTMAS PARADE, to be held on the 5TH day of DECEMBER, 2026 until the 5TH day of DECEMBER, 2026, during the hours of SET UP 1PM, PARADE STARTS AT 6PM. PARADE ENDS/BREAKDOWN 10PM.

The permitee has received the statement of the estimated cost of providing city personnel and equipment. The permitee will prepay these estimated costs for city services and equipment ten (10) days prior to the permitted special event.

The permittee shall be responsible for the property used for the event and will insure that the event area will be properly cleaned and restored and acknowledges that the permittee will be billed for the actual cost by the city for clean up and restoration

The clean-up deposit shall be returned after the event in a timely manner if the area was properly cleaned and restored.

The permittee shall be responsible and answerable to damages for any and all loss, damage or injury, together with the costs and expenses incidental thereto, arising out of or due to the negligence of the permittee, or any of the permittee's agents, employees, or volunteers in providing or failing to provide adequate care during the use of the City's water supply service, or other city property and facilities.

As a permitee, I do understand that a revocation of permit may be required according to section 3.94 of The City of Crystal River Code of Ordinances.

The permittee shall call for an inspection to assure compliance with all permitting conditions prior to opening the special event.

If litigation is necessary to enforce this agreement or to collect money due according to the terms of this agreement, The City of Crystal River shall be entitled to an award of all costs incurred incident to such litigation, including reasonable attorney's fees, both in trial and on appeal.

This agreement shall bind and insure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assignees.

Witness their hands and seals this day and year.

Date: October 26, 2020

Permittee: CITRUS COUNTY CHAMBER OF COMMERCE
(Name of C

Signed By: _____
(Contact person)

Print Name: MISSY SLANKER

Print Title: EVENTS MANAGER

City of Crystal River

Signed By: _____
(City Designee)
Print Name: _____

Print Title: _____

IF PERMITTEE IS A CORPORATION OR PARTNERSHIP:

PAYMENT OF ALL SUMS DUE HEREUNDER IS HEREBY PERSONALLY GUARANTEED BY THE UNDERSIGNED.

_____ _____
Signature Date

_____
Printed Name
Address: Telephone:

_____ _____
E-mail:

_____ _____

City of Crystal River- Revised 1.17.19

Office Use Only

Date Received:_____By:_____

Via: ☐ E-mail ☐ Fax ☐ In Person ☐ Mail

Office Use Only

City Staff Approval

Sheriff's Department	**Date**
Fire Department	**Date**
Community Planning	**Date**
Code Enforcement	**Date**
Public Works	**Date**
Special Events	**Date**
City Manager/City Clerk	**Date**

Council Date: _____

Approved _____ **Denied** _____

ROAD CLOSURE INFORMATION

EVENT NAME			
DATES OF CLOSURES			
	From	From	From
TIMES OF CLOSURES			
Include set up and breakdown in dates and times			
REQUESTED ROAD #1			
START			
END	+ See Attached *		
REQUESTED ROAD #2			
START			
END			
REQUESTED ROAD #3			
START			
END			
REQUESTED ROAD #4			
START			
END			
REQUESTED ROAD #5			
START			
END			

Water Barricades

Any events with road closures require the use of water barricades for public safety. The organization planning the event is responsible for rental, placement, filling and emptying of barricades and clearing them from the roadway after the event. Each event will be evaluated by CCSO and The City of Crystal River to determine proper placement of the barricades. City of Crystal River Fire Department can be hired to fill barricades at the following cost:

$125 for Fire Truck

$4.76/1000 gallons of water

BARRICADE COMPANY	
DELIVERY DATE	
DELIVERY LOCATION	
FINAL ROAD CLOSURE TIME	

Road Closure map required with this permit

Road closure requests must be submitted with special events permits and are approved when special event permits are approved by The City of Crystal River Council.

Revised 11.17

OUTSIDE CODE ORDINANCE SIGNAGE REQUESTS	
Sign #1	
#Requested	
Location(s)	* See Attached *
Size	
Sign #2	
#Requested	
Location(s)	
Size	
Sign #3	
#Requested	
Location(s)	
Size	
Sign #4	
#Requested	
Location(s)	
Size	

Signage requests must be submitted with special events permits and applies to signs your event is requesting to put up outside the parameters of your event or prior to your event date. Signage used inside your event space during the dates of the event does not need to be included. Event signage may be placed 1 day prior to the event start date within a 1 mile radius of the event location. Yard signs will be limited to 18"x24" and cannot obstruct the view of traffic in any way. Signage must be removed 1 day following your event.

Revised 11.17

STAGING AREA/ROAD CLOSURES: (1PM-7PM)

NE 3rd Street - One Way (Front of the parade) (Crossover Three Sisters Springs)
NE 4th Street - One Way
NE 5th Street - One Way
NE 4th Avenue - One Way

PARADE ROUTE: (STARTS AT 6PM

Coming out of 3rd Street onto Highway 19 (Between Walgreens & Sara's Diner)
Ending Paradise Point (Truist Bank)

TRAFFIC DETOUR:

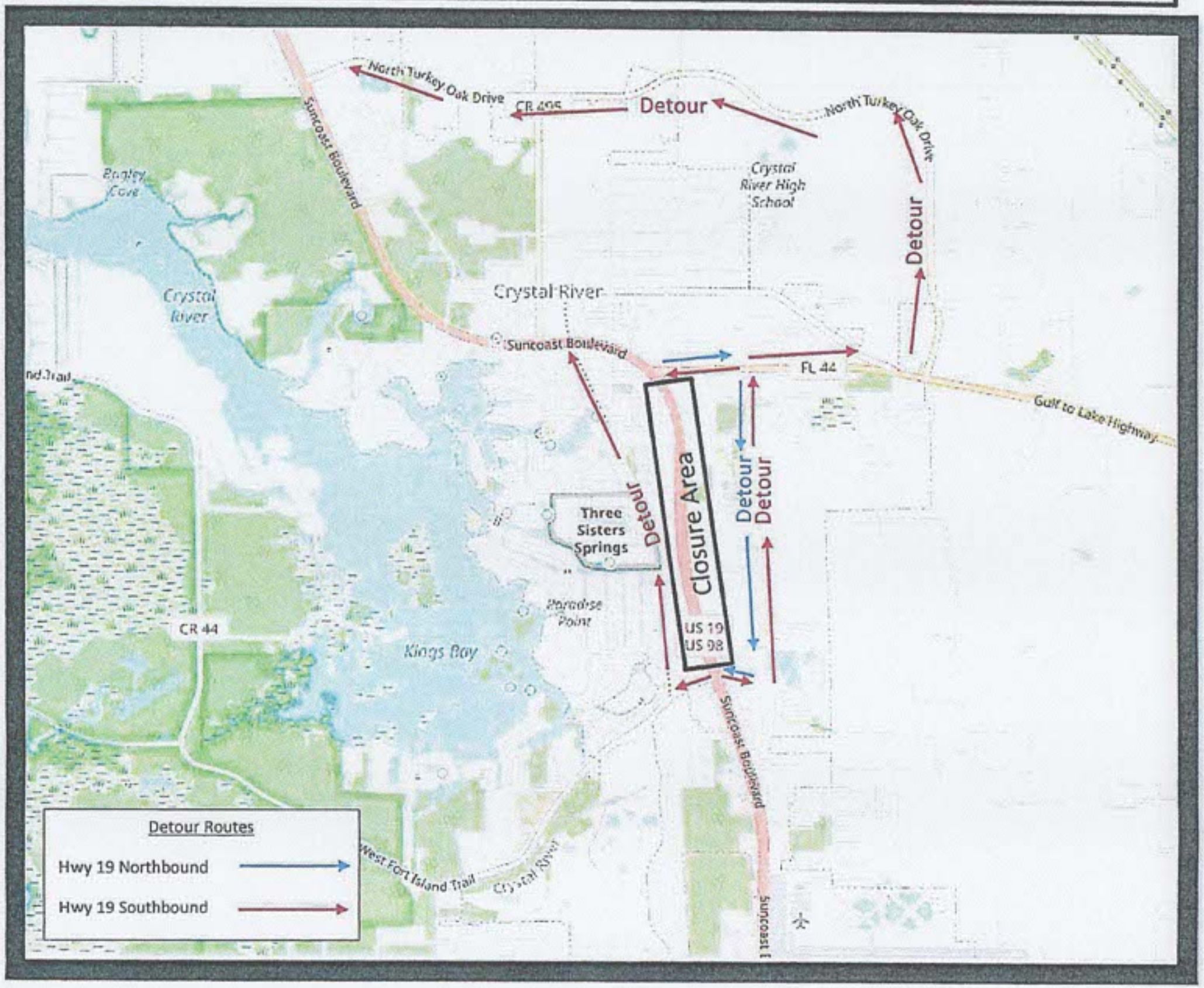
North and South bound traffic on HWY 19 will be detoured between the HWY 44 intersection (across from La Casita Mexican Restaurant) through Martin Luther King Blvd (at the Winn-Dixie Plaza) beginning at 5PM, December 7th. The closure is estimated to last through 9PM, December 6th. Through-traffic can utilize Martin Luther King Blvd.

VIEWING:

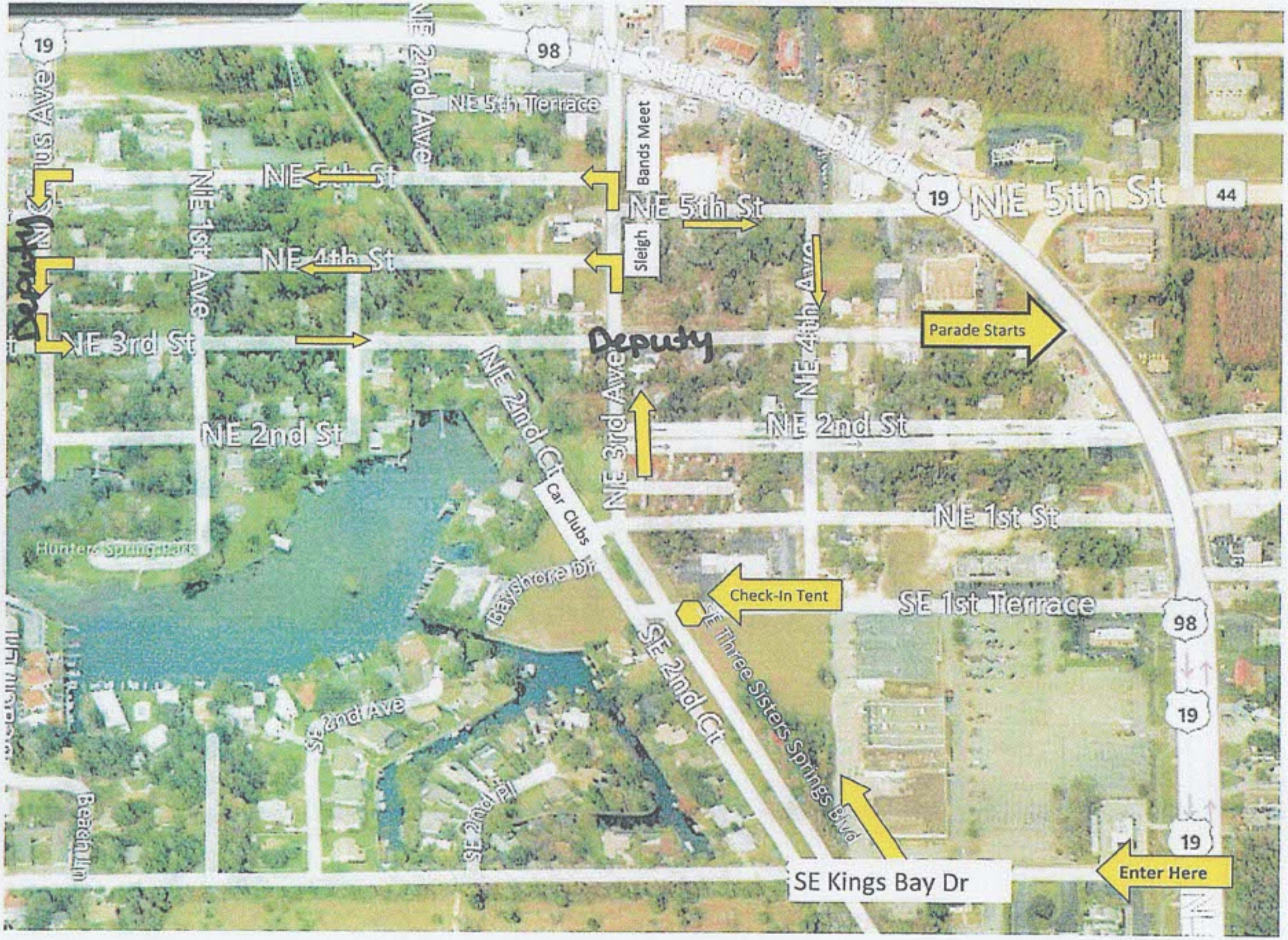
The Crystal River Christmas Parade will begin SOUTH of the intersection of HWY 44 at NW 3rd Street. The floats will begin their journey entering HWY 19 between Walgreens and Sara's Diner and exit at Paradise Point, just past Truist Bank. Spectators will be able to utilize BOTH sides of HWY 19 to view the parade floats from a safe distance. The parade is scheduled to begin at 6PM on December 6th.

City of Crystal River
Christmas Parade

Overall Detour Routes



STAGING AREA



Christmas Parade * Dis-Embarkment Site



'ORTALET, TRASH & SIGNS MAP (Citrus Ave/ Three Sisters)



= Trash Receptacles = 2 Regular Portlet and Handwash Station = Handicap Portlet, Regular Portlet and Hand Wash Station

Note: Trash receptacles will be moved to Citrus Ave by the end of the evening



Trash Receptacles

2 Regular Portlet and Handwash Station

Place in the Middle of the Field

PORTALET & TRASH RECEPTABLE MAP (Paradise Pt/Fort Island Trail Side)

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 6.F.**

Requested Motion: Motion to accept a Community Development Block Grant Hazard Mitigation Grant Match Program award through Florida Commerce Agreement Number MS050 and authorize the Mayor to execute the contract and any subsequent documents required for grant administration.

Summary:
The City of Crystal River proposes to provide flood improvements to multiple roadways located within Crystal River, Florida 34428 and 34429.
The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.
Project proposes to provide protection by elevating three (3) roads and installing tide check valves and grading to eleven (11) roads. Under low tide conditions, gravity pulls stormwater through drainage pipes and back out into the canals and Bay. However, during high tide conditions, ocean water can flow up the pipes and result in the tidal flooding. High tide events occur at the same time as a coastal storm event that is further worsening tide height in the form of storm surge and water cannot drain through the pipes via gravity until the tide falls to normal levels, causing water to become trapped in the streets resulting in flood conditions. Project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads and structural damage.
The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

This project has been awarded for a total project cost of $252,588.00 with a 75% Federal Share of $189,441.00 and a 25% Local Share of $63,147.00 (excluding subrecipient management cost).
This grant award covers the local cost share of up to $75,776.40.

Staff Recommendation:
Acceptance of the award through Florida Commerce Agreement Number MS050 and authorize the Mayor to execute the contract and any subsequent documents required for grant administration.

ATTACHMENTS:
Description
MS050 Florida Commerce Agreement

Docusign Envelope ID: 8B6C8FBC-E34B-8285-83BA-BD66182A154B

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hazard Mitigation
Grant Match Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and the City of Crystal River, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118–158) approved December 21, 2024 (hereinafter the "Appropriations Act") , the requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 90 FR 4759 (Docket No. FR-6489-N-01) (January 16, 2025), and 90 FR 1754 (Docket No. FR–6489–N–01) (January 8, 2025) (hereinafter the "Universal Notice"), as amended, including amendments made by HUD's March 31, 2025 Memorandum, and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2025 State of Florida Action Plan for Disaster Recovery, ("Action Plan").

WHEREAS, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, the funding for this Agreement shall not exceed **Seventy-Five Thousand, Seven Hundred Seventy-Six Dollars and Forty Cents ($75,776.40)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

Docusign Envelope ID: 8B6C8FBC-E34B-8285-83BA-BD66182A154B

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, the recitals set forth above are incorporated herein by reference and made a part of this Agreement, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins on **August 28, 2025, and ends on September 30, 2027**, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability,

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and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits, examinations, or making excerpts or transcriptions.

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars ($1,000,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto

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as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations

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Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient is solely responsible for the acts and omissions of its employees, agents, and contractors. Subrecipient shall be liable for any claims, losses, injuries, or damages arising from the work and services performed under this Agreement to the extent and within the limitations of Section 768.28, Florida Statutes. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay

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either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

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(13) Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen's complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

U.S. Department of Housing and Urban Development
Office of Disaster Recovery
Director Jerry Silva
451 7th Street SW
Washington, DC 20410

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Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

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1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Jasmyne Crimbley
107 E Madison St
Tallahassee, FL, 32399
Phone: 850-921-3180
Email: Jasmyne.Crimbley@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Carly Hanson
123 North West US Highway 19
Crystal River, FL 34428
Phone: 352-228-0358
Email: chanson@crystalriverfl.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts. If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement

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standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form

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Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N - PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor
Attachment O – HMGP Agreement FDEM Agreement Number Attachment A, Budget and Scope of Work (provided for illustrative purposes)

(20) Funding/Consideration.

(a) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(b) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(c) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(d) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(e) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(f) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(g) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(h) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(i) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(j) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

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(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

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(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

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(a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) Subrecipient certifies, by its signature to this Agreement, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the

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terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed

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or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

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(27) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/

(b) In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives. All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

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(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

(31) Contracting With Entities of Foreign Countries of Concern Prohibited. If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, prior to execution of this Agreement, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, Florida Administrative Code (F.A.C.).

(32) Foreign Influence. In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(33) Human Trafficking and Forced Labor. If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that

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the nongovernmental entity does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and/or PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment N) attesting that the Subrecipient does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Subrecipient is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

	CITY OF CRYSTAL RIVER		**FLORIDA DEPARTMENT OF COMMERCE**
By	_____ Signature	**By**	_____ Signature
	Joe Meek		
Title	**Mayor**	**Title**	_____
Date	_____	**Date**	_____
Federal Tax ID #	**59-6000297**		
UEI #	**S3JVP9AR8NK9**		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has been awarded the city of Crystal River **One Hundred Eighty-Nine Thousand, Four Hundred Forty-One Dollars and Zero Cents ($189,441.00)** (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is **Sixty-Three Thousand, One Hundred Forty-Seven Dollars and Zero Cents ($63,147.00)** for a total project cost of **Two Hundred Fifty-Two Thousand, Five Hundred Eighty-Eight Dollars and Zero Cents ($252,588.00)** (exclusive of the SRMC).

2. PROJECT DESCRIPTION:

This project is for the flood risk reduction improvements to multiple roadways within Crystal River. This project includes surveying, engineering, design, plans, permitting, and bidding for the elevation of three roads and installation of tide check valves and grading to eleven (11) roads. This project is designed to provide protection against a 100-year storm event.

Project Locations:

ID#	Location	Coordinates
1	Northwest 6th Avenue	(28.9076141, -82.6026569) (28.9024199, -82.5984061)
2	Southeast Paradise Circle East	(28.8824574, -82.5919484) (28.8825725, -82.5911956)
3	Southeast Paradise Point Road	(28.8836935, -82.590754) (28.8836864, -82.5894713)
4	Southeast 2nd Court	(28.8826168, -82.5895367) (28.8816089, -82.5897698)
5	Southeast 3rd Court	(28.8814831, -82.5895374) (28.8828434, -82.5881593)
6	Northwest 13th Street	(28.9072179, -82.6243539) (28.9069468, -82.623446)
7	Northwest 15th Street	(28.908389, -82.6244152)

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		(28.9080393, -82.6234121)
8	Northwest 16th Street (Eastern)	(28.9096118, -82.6222804) (28.9096214, -82.6201879)
9	Northwest 16th Street (Western)	(28.9096109, -82.6260728) (28.9096212, -82.6242186)
10	Northwest 17th Street	(28.9107422, -82.6260936) (28.9107732, -82.6239602)
11	Northwest 18th Street	(28.9119413, -82.6261313) (28.911921, -82.6240672)
12	Northwest 19th Street	(28.9130051, -82.6259423) (28.9130294, -82.6230638)
13	Northwest 21st Street	(28.9130156, -82.6259357) (28.9107588, -82.6261113)
14	Northwest Fern Drive	(28.8976518, -82.6030822) (28.8996519, -82.602196)
15	Northwest Magnolia Circle	(28.8996139, -82.6031192) (28.895876, -82.6016837)

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within forty-five (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.

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4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud-related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Grant Administration

Tasks that are eligible for reimbursement are as follows:

1. Maintain financial records related to project activities on-site.
2. Attended a pre-bid conference, bid opening, or preconstruction meeting.
3. Grant management to include invoicing, record keeping, prepare and award a bid to a vendor
4. Maintain project files.
5. Prepared and submitted detailed monthly and quarterly reports to Commerce.
6. Responded to citizens' complaints.

B. Deliverable No. 2 – Activity Delivery

Tasks that are eligible for reimbursement are as follows:

1. Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act and carry out any mitigation measures required as a result to the Environmental Review findings.
2. Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.
3. Prepared procurement documents.
4. Prepared list, in accordance with 2 CFR Part 200.321, of business entities that operate in the Recipient's area.
5. Prepared and submitted public notices for publications.

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6. Conducted a Fair Housing activity.
7. Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
8. Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
9. Prepared documentation for or participated in monitoring visits in person or virtual monitoring with Commerce.
10. Prepared financial activity for submission to Commerce.
11. Prepared and submit Section 3 reports to Commerce.
12. Prepared subgrant modification document for submission to Commerce for review and approval.
13. Prepared responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
14. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

C. Deliverable No. 3 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

1. Create a full design package(s), signed, and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Grant Administration		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Grant Administration activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Grant Administration task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the following: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $3,788.82
Deliverable No. 2 – Activity Delivery		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**

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Subrecipient shall complete Activity Delivery activities as identified in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Activity Delivery task on a per completed task basis as detailed in Section 4.B of this Scope of Work; evidenced by submittal invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the following: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 Cost- $8,840.58
Deliverable No. 3 – Engineering Services		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.C of this Scope of Work, evidenced by submittal of the following documentation: 1) Certification by a licensed professional certifying completion of engineering design, working drawings and associated cost estimates, if applicable; 2) Certification by a licensed professional certifying acquisition of all required permits, if applicable; 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 3 Cost- $63,147.00
		Total Project Costs Not to Exceed $75,776.40

6. COMMERCE'S RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

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7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.

B. The following documents shall be submitted with the itemized invoice:
   1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during this Agreement.
   2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
   3) A copy of all supporting documentation for vendor payments.
   4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.

C. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.
   1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.

D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Grant Administration					
2. Activity Delivery					
3. Engineering Services					
4. Construction					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering -		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

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Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. <u>If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.</u> **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

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6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall submit completed forms in a timely manner for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

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a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package, and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

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(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

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Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

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A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Business Entities

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

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Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq*.) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

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positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

3. **Section 3 Benchmarks and Reporting**

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

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Subrecipient hereby certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

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B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

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money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

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telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.
C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

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regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

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Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse ("FAC") as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits
   342 Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

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The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	$75,776.40
Assistance Listing Numbers Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Assistance Listing Number:	14.228
Project Description:	Funding is being provided as CDBG-DR/HMGP matching funds to provide flood risk reduction of multiple roadways within the city of Crystal River.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Florida Department of Commerce (Commerce)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Subrecipient expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

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mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between the City of Crystal River (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Remainder of this page is intentionally left blank

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The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF CRYSTAL RIVER		**FLORIDA DEPARTMENT OF COMMERCE**	
By	_____ Signature	**By**	_____ Signature
	Joe Meek		
Title	**Mayor**	**Title**	
Date		**Date**	

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Attachment N

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: _____ Date: _____

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S**., when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(1)(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: _____

Senior Management's Printed Name: _____

Senior Management Member's Title: _____

Signature: _____ Date: _____

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Attachment O – HMGP Agreement, Attachment A, Budget and Scope of Work

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Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is flood risk reduction of multiple roadways within Crystal River, Citrus County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-078-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Crystal River, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to multiple roadways within Crystal River, Citrus County, Florida 34428 and 34429.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by elevating three (3) roads and installing tide check valves and grading to eleven (11) roads. Under low tide conditions, gravity pulls stormwater through drainage pipes and back out into the canals and Bay. However, during high tide conditions, ocean water can flow up the pipes and result in the tidal flooding. High tide events occur at the same time as a coastal storm event that is further worsening tide height in the form of storm surge and water cannot drain through the pipes via gravity until the tide falls to normal levels, causing water to become trapped in the streets resulting in flood conditions. Project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads and structural damage.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	Northwest 6th Avenue	(28.9076141, -82.6026569)
		(28.9024199, -82.5984061)
2)	Southeast Paradise Circle East	(28.8824574, -82.5919484)
		(28.8825725, -82.5911956)
3)	Southeast Paradise Point Road	(28.8836935, -82.590754)
		(28.8836864, -82.5894713)
4)	Southeast 2nd Court	(28.8826168, -82.5895367)
		(28.8816089, -82.5897698)
5)	Southeast 3rd Court	(28.8814831, -82.5895374)
		(28.8828434, -82.5881593)
6)	Northwest 13th Street	(28.9072179, -82.6243539)
		(28.9069468, -82.623446)

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7)	Northwest 15th Street	(28.908389, -82.6244152)
		(28.9080393, -82.6234121)
8)	Northwest 16th Street (Eastern)	(28.9096118, -82.6222804)
		(28.9096214, -82.6201879)
9)	Northwest 16th Street (Western)	(28.9096109, -82.6260728)
		(28.9096212, -82.6242186)
10)	Northwest 17th Street	(28.9107422, -82.6260936)
		(28.9107732, -82.6239602)
11)	Northwest 18th Street	(28.9119413, -82.6261313)
		(28.911921, -82.6240672)
12)	Northwest 19th Street	(28.9130051, -82.6259423)
		(28.9130294, -82.6230638)
13)	Northwest 21st Street	(28.9130156, -82.6259357)
		(28.9107588, -82.6261113)
14)	Northwest Fern Drive	(28.8976518, -82.6030822)
		(28.8996519, -82.602196)
15)	Northwest Magnolia Circle	(28.8996139, -82.6031192)
		(28.895876, -82.6016837)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction

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activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, flood risk reduction study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the flood risk reduction. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

b) Construction Plans / bid documents.

c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

g) Color photographs of the project area and areas of ground disturbance.

h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

i) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.

j) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.

k) A letter from the professional of record stating if the project will have any upstream or downstream impacts.

l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement.

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All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

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Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II review and approval, to implement measures for flood risk reduction to multiple roadways within Crystal River, Florida 34428 and 34429.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.

3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

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2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

   a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.

   b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

   c) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.

4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:

   a) Color maps including topographical and aerial with the project location clearly marked.

   b) Color photographs of any area with ground disturbance (electronic).

   c) Indicate if project site is located within a designated historic district or historic neighborhood.

   d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.

   e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

   f) Previous and current use of proposed project area.

   g) Any known site work or historic uses for the proposed location.

   h) Any available studies that may have taken place on the property.

5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

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5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4734-078-R.** It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on March 9, 2026; the Period of Performance for this project shall end on **September 30, 2027.**

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F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	6	Months
Permitting / Survey:	5	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**18**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$252,588.00	$189,441.00	$63,147.00
Initial Agreement Amount:	**$252,588.00**	**$189,441.00**	**$63,147.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$252,588.00**	**$189,441.00**	**$63,147.00**
****SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$12,629.40	$12,629.40	
SRMC Total:	**$12,629.40**	**$12,629.40**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes*

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to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of $0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $12,629.40 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $12,629.40, with a start date of **February 8, 2024**.*

Funding Summary Totals

Federal Share:	$189,441.00	(75.00%)
Non-Federal Share:	$63,147.00	(25.00%)
Total Project Cost:	**$252,588.00**	**(100.00%)**
SRMC (100% Federal)	$12,629.40	

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 8.A.**

Requested Motion: THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. ~~Introduction of Ordinance 26-O-13 (Application No. PCA26-0003) for an amendment of the Future Land Use Map for 0.94 acres addressed as 719 NW 7th Ave. owned by Bash Beach, LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the next item.~~

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 8.B.**

Requested Motion: THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. ~~Introduction of Ordinance 26-O-14 (Application No. PZM26-0003) for an amendment of the Official Zoning Map for 0.94 acres addressed as 519 NW 7th Ave, owned by Bash Beach, LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the previous item.~~

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 8.C.**

Requested Motion: THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. ~~Consideration of Ordinance 26-O-15 (Application PA26-0002) for the voluntary annexation of a 319.76-acre MOL of real property with in Parcel IDS 17E18S35 33200 (ALT KEY: 2688815) and 17E19S02 30000 (ALT KEY: 3406322) on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the next two items~~

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 8.D.**

Requested Motion: THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. ~~Introduction of Ordinance 26-O-16 (Application No. PCA26-0004) for an amendment of the Future Land Use Map for 589.19 acres MOL encompassing multiple properties located near US HWY 19 and Venable St., owned by RIF 304 LLC, STONELEDGE II LLC, AND EIP IV FL CRYSTAL RIVER LAND CO LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the previous item and the next item.~~

Ordinance:
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, PROVIDING FOR A LARGE-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY RECLASSIFYING PROPERTY (589.19 ACRES MOL) LYING IN SECTION 35, TOWNSHIP 18 SOUTH, RANGE 17 EAST; SECTION 02, TOWNSHIP 19 SOUTH, RANGE 17 EAST; SECTION 34, TOWNSHIP 18 SOUTH, 17 RANGE EAST; AND SECTION 03, TOWNSHIP 19 SOUTH, RANGE 17 EAST; SPECIFICALLY PARCEL ID 17E18S35 33200 (Alt Key: 2688815), 17E19S02 30000 (Alt Key: 3406322), 17E18S34 22200 (Alt Key: 1102138), 17E19S03 10000 (Alt Key: 1113512), 17E19S03 12000 (Alt Key: 3523091), 17E19S03 41200 (Alt Key: 3523101), 17E19S03 13110 (Alt Key: 3523093), 17E19S03 13120 (Alt Key: 3523095); 17E19S03 13210 (Alt Key: 3523097), 17E19S03 42210 (Alt Key: 3523099), 17E18S34 22100 (Alt Key: 2371340) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC, STONELEDGE II LLC, AND EIP IV FL CRYSTAL RIVER LAND CO LLC FROM CITRUS COUNTY LOW DENSITY RESIDENTIAL, THE CITY'S SUBURBAN NEIGHBORHOOD, URBAN CENTER, AND CONSERVATION FUTURE LAND USE TO THE CITY'S URBAN CENTER AND URBAN NEIGHBORHOOD FUTURE LAND USE CATEGORY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 8.E.**

Requested Motion: THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. ~~Introduction of Ordinance 26-O-17 (Application No. PZM26-0004) for an amendment of the Official Zoning Map for 589.19 acres MOL encompassing multiple properties located near US HWY 19 and Venable St., owned by RIF 304 LLC, STONELEDGE II LLC, AND EIP IV FL CRYSTAL RIVER LAND CO LLC, on First Reading, and set the public hearing for December 14, 2026, at 5:30 p.m. This item is associated with the previous two items.~~

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 8.F.**

Requested Motion: THIS ITEM HAS BEEN CONTINUED AT THE REQUEST OF THE APPLICANT. ~~Consideration of an unlisted dissimilar use application to allow for a gasoline station to be located within the Urban Center 1 (UC-1) zoning district, at 1600 SE Highway 19, Crystal River specifically identified as Parcel ID: 17E18S28 21110 (Altkey: 3530158) as identified in the records of the Citrus County Property Appraiser. QUASI-JUDICIAL~~

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

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

Requested Motion: Motion to approve and authorize the Mayor to execute "Amended and Restated Riparian Rights Agreement" and "Riparian Easement Agreement" between High Sodium Holdings, LLC and the City of Crystal River associated with Phase II of the King's Bay Riverwalk Project

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Summary:
The Kings Bay Riverwalk Project consists of construction of a recreational corridor located primarily on the northern and eastern shorelines of Kings Bay, providing pedestrian access to the waterfront for residents and visitors. Phase I (Landward portion) has been completed and Phase 2 Segment 1 (Kings Bay Park bridge) is currently under construction. 'Phase 2 Waterward Segment 2" portion, the final phase of the project, is in currently in the design and permitting phase. Team members, including the City Attorney, have been working to finalize riparian rights agreements with a few remaining adjacent property owners, including High Sodium Holdings, LLC. Finalization of these agreements is necessary to move forward with the permitting process, and demonstrates site control required for grant funding eligibility.

The "Amended and Restated Riparian Rights Agreement" with Pete's Pier Dockside, Inc. includes provisions related to the parcel, itself, parking improvements, public and private improvements, maintenance, replat of NW 3rd Avenue and closure of the boat ramp, as voted upon by Council prior to the design phase of the project. Staff is now seeking approval of the agreement and authorization for the Mayor to execute the agreement.

The "Riparian Easement Agreement" with Pete's Pier Dockside, Inc. must also be executed by the current owner (prior version listed previous owner). The form of the agreement was previously approved after several meetings with FDEP's General Counsel staff is an additional requirement associated with the FDEP permitting process.

Staff Recommendation:
Approve and authorize the Mayor to execute "Amended and Restated Riparian Rights Agreement" and "Riparian Easement Agreement" between High Sodium Holdings, LLC and the City of Crystal River associated with Phase II of the King's Bay Riverwalk Project

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ATTACHMENTS:
Description
Amended and Restated Riparian RightsAgreement.pdf
Riparian Easement Agreement.pdf

Return To:
City of Crystal River
Attn: City Clerk
123 NW US Highway 19
Crystal River, Florida 34428

Prepared By:
Robert W. Batsel, Jr., Esquire
Gooding, Batsel, Hartley & MacKay, PLLC
1531 Southeast 36th Avenue
Ocala, Florida 34471

Parcel ID Nos.: 17E18S210060 0980 and 17E18S210060 0990

AMENDED AND RESTATED RIPARIAN RIGHTS AGREEMENT

THIS AMENDED AND RESTATED RIPARIAN RIGHTS AGREEMENT ("Agreement") is made and entered into this 5 day of July, 2026, by and between **PETE'S PIER DOCKSIDE, INC.**, a Florida corporation, whose mailing address is Post Office Box 633, Crystal River, Florida 34429 ("Grantor"), and the **CITY OF CRYSTAL RIVER**, a Florida municipal corporation, whose mailing address is 123 NW US Highway 19, Crystal River, Florida 34428, its successors and assigns ("City"). Grantor and City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS:

A. On March 27, 2020, Grantor and City entered into a Riparian Rights Agreement recorded in Official Records Book 3052, Page 2412, Public Records of Citrus County, Florida including any amendments and written or oral agreements related thereto (the "Original Agreement"), and the Parties now desire to amend and restate the Original Agreement in its entirety by this Agreement, which shall supersede and replace the Original Agreement, which Original Agreement shall be of no further force or effect.

B. Grantor is the fee owner of certain real property situated in Citrus County, Florida, more particularly described as:

> LOT 98 LESS AND EXCEPT THE EAST 6.5 FEET, ALL OF LOTS 99 AND 100, AND THE EAST 6.5 FEET OF LOT 101, SYLVAN GLEN ADDITION TO THE TOWNSITE OF CRYSTAL RIVER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

(hereinafter "Grantor's Property").

C. This Agreement, together with that certain Riparian Easement Agreement entered into simultaneously herewith, establishes each Party's rights and obligations regarding the construction of a recreational corridor known as the "Kings Bay Riverwalk" (the "Riverwalk"), located primarily on the northern and eastern shorelines of Kings Bay in Crystal River, to provide pedestrian access to the waterfront for residents and visitors.

D. The Parties desire to set forth their respective rights and obligations with respect to Grantor's private dock improvements, the Riverwalk, certain property conveyances, a replat of Grantor's Property to relocate NW 3rd Avenue, and related matters, all as more particularly set forth herein.

E. The Parties have reviewed and approved the updated plan set entitled "Kings Bay River Walk Phase 2 (Waterward) Segment 2 – 100% CD's Crystal River, Florida dated October 31, 2025," which are on file with the City of Crystal River, as may be hereafter amended upon agreement of the parties in preparation for or during permitting, including but not limited to modifications to the Private Improvements described herein to include an extended dock with 22 boat slips (the "Plans").

F. The Parties desire to establish the terms and conditions upon which this Agreement shall be performed.

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

ARTICLE I
DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings ascribed to them below:

(a) "Agreement" means this Amended and Restated Riparian Rights Agreement, together with all exhibits and schedules attached hereto, as the same may be amended from time to time.

(b) "City" means the City of Crystal River, a Florida municipal corporation, its successors and assigns.

(c) "Effective Date" means the date this Agreement is fully executed by both Parties.

(d) "Grantor" means Pete's Pier Dockside, Inc., a Florida corporation, and its successors and assigns.

(e) "Grantor's Property" means the real property described in the Recitals above.

(f) "Parking Improvements" means the parking area depicted in Exhibit A.

(g) "Private Improvements" means Grantor's anticipated private dock facilities, including an elongated dock, gangway leading to a fixed or floating dock or structure(s) intended to contain twenty-two (22) boat slips, as more particularly described in Section 3.1 hereof.

(h) "Riparian Easement Agreement" means that certain Riparian Easement Agreement entered into simultaneously herewith by and between Grantor and City, governing the easement rights of the Parties with respect to Grantor's Property and the Riverwalk.

(i) "Riverwalk" means the recreational pedestrian corridor known as the "Kings Bay Riverwalk," located primarily on the northern and eastern shorelines of Kings Bay in Crystal River, Florida, as more specifically described herein.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Grantor. Grantor hereby represents and warrants to City, as of the Effective Date and as of the date of any conveyance made hereunder, as follows:

(a) Organization and Authority. Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. Grantor has full power and authority to execute, deliver, and perform this Agreement and all documents and instruments contemplated hereby. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action.

(b) Binding Obligation. This Agreement constitutes the legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights generally and to general principles of equity.

(c) No Conflicts. The execution, delivery, and performance of this Agreement do not and will not (i) violate any provision of Grantor's articles of incorporation or bylaws; (ii) conflict with, result in a breach of, or constitute a default under any agreement to which Grantor is a party or by which Grantor or Grantor's Property is bound; or (iii) violate any applicable law, rule, regulation, order, or decree.

(d) Ownership of Property. Grantor is the fee simple owner of Grantor's Property, free and clear of all liens, encumbrances, and adverse claims, except as set forth in the title commitment or survey provided in connection herewith, or as otherwise disclosed in writing to City prior to the Effective Date.

(e) No Litigation. To Grantor's actual knowledge, there is no pending or threatened litigation, administrative proceeding, investigation, or other legal or governmental proceeding that would materially affect Grantor's ability to perform its obligations under this Agreement or the title to Grantor's Property.

(f) No Violation of Law. To Grantor's actual knowledge, Grantor's Property is not in material violation of any applicable federal, state, or local law, ordinance, regulation, or order.

(g) Environmental. To Grantor's actual knowledge, Grantor's Property is free from any environmental contamination or hazardous materials in violation of applicable environmental laws that would materially impair the use or development of Grantor's Property as contemplated herein, except as may disclosed in such examinations and reports provided by the Grantor to the City prior to the Effective Date.

2.2 Representations and Warranties of City. City hereby represents and warrants to Grantor, as of the Effective Date and as of the date of any conveyance made hereunder, as follows:

(a) Organization and Authority. City is a Florida municipal corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. City has full power and authority to execute, deliver, and perform this Agreement and all documents and instruments contemplated hereby. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary legislative and administrative action.

(b) Binding Obligation. This Agreement constitutes the legal, valid, and binding obligation of City, enforceable against City in accordance with its terms, subject to applicable law.

(c) No Conflicts. The execution, delivery, and performance of this Agreement do not and will not (i) violate any applicable law, rule, regulation, charter provision, or order; or (ii) conflict with, result in a breach of, or constitute a default under any agreement to which City is a party or by which City is bound.

(d) Funding. To City's actual knowledge as of the Effective Date, City has or reasonably anticipates having sufficient funding to fulfill its financial obligations under this Agreement.

(e) No Litigation. To City's actual knowledge, there is no pending or threatened litigation, administrative proceeding, or other legal or governmental proceeding that would materially affect City's ability to perform its obligations under this Agreement.

ARTICLE III
GRANTOR'S PRIVATE DOCK IMPROVEMENTS

3.1 Description of Private Improvements. Grantor intends to relocate and improve its private dock facilities, including an elongated dock and gangway leading to a fixed or floating dock or structure, and if necessary, docks along the proposed Riverwalk as depicted in the Plans, including twenty-two (22) boat slips (the gangway, waterward dock, and boat slips are collectively referred to as the "Private Improvements"). The Private Improvements shall be subject to applicable permitting requirements enforced and/or applied by state and federal agencies, including the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers, which are not within the City's control. If completed prior to construction of the Riverwalk, Grantor shall design and construct the Private Improvements in a manner and location that will allow for future connection to the Riverwalk upon City's completion thereof, as generally depicted on the Plans. In such case, the Private Improvements shall be constructed to provide at least forty feet ("40") of separation from such Private Improvements and the closest portion of the "Tipsy Tarpon" property (Citrus County Property Appraiser Altkey No. 3527397).

3.2 Construction by Grantor Prior to Riverwalk. If completed prior to construction of the Riverwalk, Grantor shall be responsible for the permitting, design and construction of the Private Improvements, which shall be performed at Grantor's initial cost and expense subject to reimbursement as set forth herein. Upon request from Grantor, City shall cooperate in good faith with such permitting and construction. Grantor intends to construct the Private Improvements prior to City's construction of the Riverwalk. In connection with City's subsequent permitting and construction of the Riverwalk, City shall permit and construct a connection between the waterward side and landward side of the Riverwalk, as depicted on the Plans, and Grantor's gangway and Private Improvements. City shall schedule the construction of that portion of the Riverwalk adjacent to or affecting Grantor's Property during the months of August and/or September and shall further be governed by paragraph 4.4 herein. In advance of and during such construction, City shall coordinate with Grantor and shall make every reasonable effort to minimize interruption to Grantor's access to its dock and boat slips pursuant to Section 4.4 of this Agreement.

3.3 City Right to Construct. In the event the Grantor has not completed construction of the Private Improvements prior to commencement of construction of the Riverwalk, then the City may, at its cost, permit and construct the Private Improvements as depicted in the Plans or as otherwise agreed by the parties hereto.

3.4 Inclusion in City Permits. To the extent necessary, City shall include the Private Improvements (or the area in which such Private Improvements then exist) in its applications for governmental approvals necessary to permit and construct the Riverwalk, including any Sovereign Submerged Land Lease with the Florida Department of Environmental Protection ("FDEP") ("City Permits"). Grantor shall cooperate in good faith and provide consent or authorization necessary to City for all such City Permits.

3.5 Gated Access. Gated access to the Private Improvements will be, at the cost of the City, constructed as detailed in the Plans to allow Grantor access to the Private Improvements from the Riverwalk. Grantor shall be provided a key or access code in order to restrict access to the Private Improvements to Grantor or its guests or permitted users.

3.6 Reserved Slip for City Use. Notwithstanding the foregoing, provided the Grantor is able to construct and maintain at least twenty-two (22) boat slips and in compliance with any Sovereign Submerged Land Lease with the FDEP, until the earlier of (i) so long as such least twenty-two (22) boat slips continue to exist and be useable or (ii) until January 1, 2077, one (1) boat slip lying within the Private Improvements is hereby reserved for the exclusive use of the City of Crystal River for the dockage of a vessel of the City or the Citrus County Sheriff's Office. Notwithstanding Grantor's rights to the Private Improvements set forth herein, Grantor shall not interfere with the use of the reserved slip by City or its designee, including the Citrus County Sheriff's Office.

3.7 Maintenance of Private Improvements by Grantor. Upon completion of the Riverwalk, the gate(s) and Private Improvements waterward of the Riverwalk and landward of the Riverwalk and the Parking Improvements shall be deemed dedicated to Grantor and thereafter owned and maintained by Grantor for the exclusive, private use of Grantor and its guests or permitted users. Upon such completion and deemed dedication, Grantor shall be solely responsible for the perpetual maintenance and repair of the Private Improvements, which shall be maintained in a manner consistent with all permits issued by FDEP and the Sovereign Submerged Lands Lease Agreement, and shall not constitute blight, disrepair, or a threat to public safety. In the event Grantor fails to take reasonable measures to maintain and repair the Private Improvements, City shall provide written notice to Grantor specifying such failure and demanding that Grantor cure the same within thirty (30) days after receipt of such notice. If Grantor fails to cure within said sixty (30) day period, City may enter upon the Private Improvements and utilize self-help to repair or maintain the Private Improvements. In such case, Grantor shall reimburse City for all reasonable costs incurred in furtherance of such repair or maintenance no later than thirty (30) days after Grantor's receipt of records, invoices, and/or proof of payment for such work from City. The Parties further agree to enter into a mutual maintenance and repair agreement in the future to codify the terms of this Section.

3.8 Permitting Diligence; Regulatory Compliance. Grantor and/or City shall exercise reasonable diligence in pursuing any required permitting or other approvals from any state or federal authorities to construct the Private Improvements. Notwithstanding any obligations of City arising herein, City's obligation to construct the Private Improvements is subject to review and permitting by FDEP, the Army Corps of Engineers, and any current applicable federal, state, or local regulations. If it is not possible to permit all Private Improvements contemplated herein (including the number of boat slips anticipated on the Effective Date of this Agreement) for reasons beyond the control of City, City shall only be obligated to permit or construct the Private Improvements in a manner that is most compatible with the Private Improvements depicted on the Plans.

3.9 Failure to Obtain Permits. In the event City or the Grantor fails to obtain all required permitting or approvals for the construction of the Private Improvements, the portions of this Agreement related solely to such Private Improvements and the Riparian Easement Agreement shall be deemed null and void and the Riverwalk shall not be constructed on, or waterward of, Grantor's property.

3.10 Reimbursement of Grantor's Construction Costs.

(a) Private Improvements. If Grantor constructs the Private Improvements at its cost and expense prior to City's construction of the Riverwalk, City shall reimburse Grantor for Grantor's actual costs incurred in such construction of the Private Improvements (including the gangway, private dock, and boat slips). Such reimbursement obligation shall arise upon Grantor's delivery to City of invoices, receipts, and/or such other records as are sufficient for City to verify payment of such costs. Such reimbursement shall not exceed One Hundred Ninety Thousand Dollars and No/100 ($190,000.00). The City's obligation to reimburse Grantor is conditioned upon City's completion of the Riverwalk and such reimbursement shall be tendered to Grantor within sixty (60) days of such completion.

(b) Parking Improvements. If Grantor constructs the Parking Improvements, then City shall reimburse Grantor for Grantor's actual costs incurred in such construction. Prior to construction, Grantor's plans for the Parking Improvements and anticipated costs thereof shall be approved by City, which shall not be unreasonably withheld. Such reimbursement obligation shall arise upon Grantor's delivery to City of invoices, receipts, and/or such other records as are sufficient for City to verify payment of such costs. The City's obligation to reimburse Grantor is conditioned upon City's completion of the Riverwalk and such reimbursement shall be tendered to Grantor within sixty (60) days of such completion.

ARTICLE IV
CITY'S RIVERWALK IMPROVEMENTS

4.1 City Permits. City shall apply for all necessary governmental approvals of all Riverwalk improvements as set forth in the Plans, except for Grantor's Private Improvements previously permitted and constructed by Grantor and later incorporated as required into the City permits. City agrees that all improvements upon or waterward of Grantor's Property shall be constructed at the minimum elevation that can be approved by all applicable regulatory agencies. Any improvements constructed by City pursuant to this Agreement, including the construction of the Private Improvements if City constructs such Private Improvements, shall be constructed at City's sole cost and expense, in accordance with the approved plans and permits related thereto, and all applicable statutes, codes, rules, regulations, and ordinances, and shall be diligently pursued to completion.

4.2 Access Gates. Gated access from the Riverwalk to the Private Improvements, both waterward and landward, will be constructed by City, at its sole cost and expense, providing Grantor access between the Riverwalk and the Private Improvements. Grantor shall be provided a key or key code, which shall control all access via said gates.

4.3 Maintenance of Riverwalk. Upon completion of the Riverwalk and the Private Improvements, operation and maintenance of the Riverwalk will be the sole responsibility of City, which shall be in a manner consistent with all permits issued by FDEP and the Sovereign Submerged Lands Lease Agreement, and shall not constitute blight, disrepair, or a threat to public safety. In the event City fails to take reasonable measures to maintain and repair the Riverwalk, Grantor shall provide written notice to City specifying such failure and demanding that City cure the same within thirty (30) days after receipt of such notice. If City fails to cure within said sixty (30) day period, Grantor may enter upon the Riverwalk and utilize self-help to repair or maintain the Riverwalk. In such case, City shall reimburse Grantor for all reasonable costs incurred in furtherance of such repair or maintenance no later than thirty (30) days after City's receipt of records, invoices, and/or proof of payment for such work from Grantor.

4.4 Cooperation; Limitation on Interruption. City (and its contractor) shall make all reasonable efforts to minimize interruption to Grantor's use of its dock and boat slips before, during, and after the construction of the Riverwalk. City will provide Grantor with at least ten (10) days' prior written notice before the removal, relocation, or temporary interruption of access to any boat slip, in order to allow Grantor to ensure the removal of any vessel docked therein. In no event shall any such interruption to Grantor's access to its dock or boat slips exceed two (2) weeks in duration. The Parties will cooperate in good faith to facilitate such construction while minimizing disruption to Grantor's business operations.

4.5 Sovereign Submerged Lands Lease. City and Grantor shall jointly apply for and make a good faith effort to obtain applicable submerged lands authorization from FDEP necessary to construct the Riverwalk and, if applicable, Grantor's Private Improvements.

ARTICLE V
REPLAT AND OPTION FOR PROPERTY CONVEYANCES

5.1 Replat of Grantor's Property. Grantor may, at any time hereafter, but in any event prior to City's filing of an application for the City Permits will, at its cost and expense, initiate and diligently pursue a replat of the Grantor's Property (the "Replat"), or such portion thereof as is required, to relocate the existing NW 3rd Avenue ("Vacated 3rd Ave") to the premises described as follows (hereinafter "Replatted 3rd Ave. Property"):

> LOT 98 LESS AND EXCEPT THE EAST 6.5 FEET, SYLVAN GLEN ADDITION TO THE TOWNSITE OF CRYSTAL RIVER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
>
> AND
>
> THE 6.5 FEET OF VACATED 3RD AVE LYING IMMEDIATELY WEST OF LOT 98, SYLVAN GLEN ADDITION TO THE TOWNSITE OF CRYSTAL RIVER, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

The Replat shall be prepared by a licensed Florida surveyor and mapper, shall comply with all applicable requirements of Chapter 177, Florida Statutes, City's land development regulations, and the Citrus County Property Appraiser's requirements, and shall be submitted to City for review and consideration consistent with Florida law. If approved, the Replat shall be recorded in the Public Records of Citrus County, Florida. The Parties shall cooperate in good faith and shall execute such additional documents and instruments as may be necessary or desirable to effectuate and record the Replat. The Replat shall upon recordation of the Replat dedicate the Replatted 3rd Ave. Property to the City for purposes including upland pedestrian access corridor to and from the Riverwalk, public right-of-way, parkland, roadway, sidewalk, parking, sidewalk café, or any other public use. Except for legislative or quasi-judicial determinations of the City Council, the City shall fully cooperate with Grantor in connection with the Replat, including, without limitation, joining in the application or quit claiming its interests if it is determined that the City's joinder or a quit claim deed is required to divest the City of any interest it may have in the NW 3rd Avenue right of way as it now exists.

5.2 3rd Avenue Boat Ramp Closure; Construction Coordination; Parking Improvements. Upon approval of the Replat, the existing boat launch providing access into Kings Bay currently located at Northwest 3rd Avenue shall be terminated by City, except for emergency use by the City or the Citrus County Sheriff. Grantor's use of its existing parking lot lying within the Replatted 3rd Ave. Property will continue until (i) completion of construction of the waterward phase of the Riverwalk Project adjacent to Grantor's property and (ii) completion of Parking Improvements. If not completed previously, prior to or upon the completion of construction of the waterward phase of Riverwalk, City or Grantor (at Grantor's election) shall construct the Parking Improvements. Once a Notice of Commencement of construction of the Riverwalk has been issued, use of the existing launch area shall thereafter be limited to use by City's contractor during construction. For such purpose, until the earlier of (i) completion of construction of the

Riverwalk or (ii) December 31, 2031, Grantor hereby grants and, if necessary, shall grant City and its contractor or subcontractors, a non-exclusive easement for ingress and egress upon the Vacated 3rd Ave for ingress and egress for access to the boat ramp and to conduct such construction activity. Prior to completion of the Riverwalk, the existing launch area will be backfilled and sodded, and a storm drain and pipe to Kings Bay will be installed by City. A seawall will be constructed in place of the existing launch area to connect Grantor's existing seawalls, the cost of which shall be paid by City. Any construction activities by City on Grantor's Property or in a manner that restrict Grantor's use of its parking lot must be coordinated with Grantor in advance and the City shall repair any damage caused to the parking lot due to use by the City or its contactor.

5.3 Acceptance of Encroachments. If the Replat is approved, the Replatted 3rd Ave. Property will be dedicated to the City pursuant to this Agreement. In connection with such dedication, City hereby accepts any and all encroachments depicted on that certain ALTA/NSPS Land Title Boundary Survey for Steven A. Uiterwyk performed by Clymer Farner Barley Surveying, dated March 1, 2026, including but not limited to the following: parking spaces and curbs, asphalt pavement, sign, concrete walk, wood fence, shed corner, transformer concrete pad, elevated air conditioners, stairs, and building corners or roof lines and any private access rights of property owners within the Sylvan Glen Addition to the townsite of Crystal River, according to the map or plat thereof as recorded in Plat Book 1, Page 26, public records of Citrus County, Florida. All such encroachments shall be considered "Permitted Exceptions."

5.6 Parking Improvements. Pursuant to Section 5.3, to the extent not previously completed by Grantor, the City shall obtain all required permits and shall install the Parking Improvements including, but not limited to paving, striping and curbing within the Vacated 3rd Ave, which will thereafter be utilized by Grantor and its guests or invitees for parking as depicted in the Parking Improvements.

ARTICLE VI
ADDITIONAL COVENANTS

6.1 Sovereign Submerged Lands Lease Payments. The Parties hereby agree that each will be responsible for fifty percent (50%) of the lease payments to FDEP in connection with sovereign submerged land lease(s) permitting the improvements set forth herein.

6.2 Liability; Risk of Loss. Each Party shall be responsible for any liability or risk of loss associated with the ownership or use of its respective property and any facilities located thereon. Nothing in this Agreement shall be construed to impose any obligation on either Party to indemnify or hold harmless the other Party for claims arising from the other Party's own negligence, willful misconduct, or breach of this Agreement, except as otherwise expressly provided herein.

6.3 Permitting Support and Coordination. Each Party agrees to provide reasonable support and good faith coordination to assist the other Party's efforts to obtain all permits and governmental approvals necessary for the improvements referenced herein, including the Private Improvements, the Parking Improvements and the Riverwalk. Without limiting the generality of the foregoing, each Party shall execute such documents, provide such information, and take such other actions as may be reasonably requested by the other Party in furtherance of such permitting and approval efforts; provided that no Party shall be required to incur material expense on behalf of the other Party except as otherwise expressly provided in this Agreement.

6.4 Further Assurances. Each Party agrees to execute and deliver such additional documents, instruments, and agreements, and to take such further actions, as may be reasonably necessary or desirable to carry out the purposes and intent of this Agreement and to consummate the transactions contemplated herein.

6.5 Covenant Running with the Land. The obligations imposed pursuant to this Agreement upon Grantor and upon Grantor's Property shall run with and bind the Property as covenants running with the land. This Agreement shall inure to the benefit of the Parties hereto and shall be binding upon any person or entity that may become a subsequent owner, successor in interest, or assign, directly or indirectly, of Grantor's Property.

6.6 Redevelopment. Grantor may relocate any dock, gangway, gates or other connections or Private Improvements that cross the Riverwalk from Grantor's Property, at its own expense and upon approval of the City, which shall not be unreasonably withheld.

ARTICLE VIII
DEFAULT AND REMEDIES

7.1 Events of Default. A Party shall be in default under this Agreement (an "Event of Default") if such Party fails to perform or breaches any material term, covenant, or condition of this Agreement and such failure or breach is not cured within thirty (30) days after receipt of written notice from the non-defaulting Party specifying the nature of such failure or breach; provided, however, that if such failure or breach cannot reasonably be cured within thirty (30) days, such Party shall not be in default if such Party commences to cure such failure or breach within said thirty (30) day period and diligently prosecutes such cure to completion within a reasonable time not to exceed ninety (90) days from the date of the original notice.

7.2 Remedies. Neither Party may terminate this Agreement upon the occurrence of an Event of Default, but shall have all other remedies provided herein or available at law or in equity. Upon the occurrence of an Event of Default not cured within the applicable cure period, the non-defaulting Party may seek specific performance of this Agreement. Seeking specific performance shall not waive any right of such Party to also seek monetary damages, injunctive relief, or any other remedy other than termination. The Parties specifically agree that damages alone may not be an adequate remedy for certain defaults under this Agreement and that the Parties may be entitled to specific performance of the terms hereof. No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. All remedies granted hereunder upon an Event of Default shall be cumulative and in addition to all other remedies at law or in equity, except where otherwise expressly provided. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Notices. Any notices required or permitted hereunder, and all demands and requests given or required to be given by any Party hereto to another Party, shall be in writing and shall be deemed given when received if personally delivered, sent by nationally recognized overnight courier (such as Federal Express), or if sent by certified or registered mail, postage prepaid, with return receipt requested, to the Parties at the following addresses:

To Grantor:
Pete's Pier Dockside, Inc.
Lisa C. Elliott
218 Dubsdread Circle
Orlando, Florida 32804

With Copy to:
Steven Uiterwyk
1205 NE 5th St
Crystal River, FL 34429

and with a Copy to:
James H. McCarty, Esq
2630-A NW 41st St.
Gainesville, FL 32606

To City:
City of Crystal River
Attn: City Manager
730 North Suncoast Boulevard
Crystal River, Florida 34429

With copy to:
Robert W. Batsel, Jr., Esquire
Gooding, Batsel, Hartley & MacKay, PLLC
1531 Southeast 36th Avenue
Ocala, Florida 34471

Any Party hereto may change the address or addresses to which notice is to be sent by giving written notice of such change to all other Parties in the manner provided herein.

8.2 Incorporation of Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

8.3 Entire Agreement; Merger. This Agreement, together with the Riparian Easement Agreement entered into simultaneously herewith, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and 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 Party against whom enforcement of such change, modification, or release is sought.

8.4 Amendment. This Agreement may not be amended, modified, or supplemented except by a written instrument duly executed by both Parties and recorded in the Public Records of Citrus County, Florida, if required by applicable law.

8.5 Governing Law; Venue. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. The venue for any legal proceeding arising out of this Agreement shall be exclusively in Citrus County, Florida.

8.6 Attorneys' Fees. With respect to any litigation arising out of this Agreement, or to resolve any claims or controversies arising out of or in connection with this Agreement, the non-prevailing Party shall pay all reasonable costs incurred by the prevailing Party, including reasonable attorneys' fees, suit costs, and expenses, which shall include all such fees, costs, and expenses incurred at the trial level, in any bankruptcy or appellate proceedings, and in any post-judgment proceedings related thereto.

8.7 Assignment. The rights, powers, obligations, easements, and estates ("Rights and Obligations") reserved by or granted to Grantor hereunder may be assigned by Grantor, but only to a successor in title to Grantor's Property. Any such assignment shall be in writing, recorded in the Public Records of Citrus County, Florida, and joined in by the assignee evidencing such assignee's acceptance of the Rights and Obligations so assigned. After any such assignment by Grantor, Grantor shall be relieved and released of all Rights and Obligations so assigned.

8.8 Waiver. Either Party reserves the right to waive, in whole or in part, any provision that is for such Party's benefit. No such waiver shall be effective unless in writing. Any waiver shall be limited to the matter specified in writing. No waiver shall be deemed a waiver of any other or subsequent default, and no delay or omission in exercising any right or remedy granted herein shall be construed as a waiver of such right or remedy.

8.9 Voluntary Execution; Advice of Counsel. Each party hereby represents, warrants, and acknowledges that: (a) it has entered into this Agreement freely, knowingly, and voluntarily, without duress, coercion, or undue influence of any kind; (b) prior to executing this Agreement, it has had a full and adequate opportunity to read, review, and understand all of the terms and conditions contained herein; (c) it has been advised by, and has had the opportunity to consult with, independent legal counsel of its own choosing with respect to the negotiation, preparation, and execution of this Agreement and the rights and obligations arising hereunder; (d) it has been advised by, and has had the opportunity to consult with, a licensed title agent or title insurance underwriter of its own choosing with respect to the effect of this Agreement upon title to the respective properties of the parties and the recordation hereof in the Public Records; and (e) it is not relying upon any representation, warranty, or statement made by the other party or its agents, employees, or representatives that is not expressly set forth in this Agreement. The parties acknowledge that this Agreement has been negotiated at arm's length, that each party has contributed to its drafting, and that no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Agreement.

8.10 Severability. If any provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

8.11 Survival. All representations and warranties contained herein shall survive the execution and delivery of this Agreement. All terms, conditions, provisions, and obligations that are to be performed or apply to circumstances subsequent to the term of this Agreement, and any indemnity contained herein, shall survive the expiration or earlier termination of this Agreement. This Section is in addition to and not in exclusion of any survival provisions elsewhere set forth in this Agreement.

8.12 Force Majeure. Neither Party shall be required to perform any obligation under this Agreement, or be liable to the other for damages, to the extent that performance or non-performance of the obligation is delayed, caused, or prevented by Force Majeure. "Force Majeure" means (a) hurricanes, tornados, landslides, floods, fires, acts of God, pandemics, or unusually inclement weather; (b) wars, insurrections, or acts of terrorism; or (c) building moratorium, or unusual or uncontrollable delays in governmental approvals. All time periods will be extended for the period that the Force Majeure prevents performance, except as otherwise expressly provided herein.

8.13 Counterparts. This Agreement may be executed in several counterparts, including by electronic signature, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

8.14 Headings. The headings contained within this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of this Agreement.

8.15 Gender and Number. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular, as the context may require.

8.16 City Code. No provision of this Agreement shall supersede or take precedence over any existing ordinances, regulations, or codes of the City.

8.17 Exercise of Rights. All rights, powers, and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law.

8.18 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8.19 Recording. This Agreement shall be recorded in the Public Records of Citrus County, Florida, at the cost of City, promptly following execution by all Parties. Each Party shall cooperate and execute such additional documents as may be necessary to effectuate such recording.

8.19 Construction of Agreement. This Agreement shall not be construed more strictly against either Party as the drafter hereof. The Parties acknowledge that each Party and its counsel have reviewed and had the opportunity to negotiate the terms of this Agreement, and the rule of construction that any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Riparian Rights Agreement as of the day and year first above written.

Signed, sealed and delivered in our presence:

Jeanette Tackitt
#1 Witness Signature

Jeanette Tackitt
#1 Witness Printed Name

Dillon Dawson
#2 Witness Signature

Dillon Dawson
#2 Witness Printed Name

PETE'S PIER DOCKSIDE, INC.,
a Florida corporation

By: Lisa C. Elliott
Lisa C. Elliott, as President

STATE OF FLORIDA
COUNTY OF Citrus

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 5 day of July, 2026, by Lisa C. Elliott, as President of PETE'S PIER DOCKSIDE, INC., a Florida corporation, who is personally known to me or who has produced FL DL as identification.

[NOTARY SEAL]

ARIANNA RUDGE
MY COMMISSION # HH 379971
EXPIRES: July 28, 2027

Arianna R. Rudge
Notary Public, State of Florida
Print Name: Arianna Rudge
My Commission No.: HH379971
My Commission Expires: July 28, 2027

ATTEST:

THE CITY OF CRYSTAL RIVER,
a Florida municipal corporation

_____
Mia Fink, City Clerk

By: _____
Joe Meek, Mayor

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2026, by JOE MEEK, as Mayor of the CITY OF CRYSTAL RIVER, a Florida municipal corporation, who is personally known to me.

[NOTARY SEAL]

_____
Notary Public, State of Florida
Print Name: _____
My Commission No.: _____
My Commission Expires: _____

P:\RWB\City of Crystal River\Real Estate\Riverwalk\2022 Riparian Easement Agmts\505 Pete's Pier Dockside, Inc. AK 1074428, 1074410\Amended and Restated Riparian Rights Agreement\Amended and Restated Riparian Rights Agmt RWB 6-24-26.docx

Prepared By and Return To:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 Southeast 36th Avenue
Ocala, Florida 34471

Parcel ID No.: 1074428 and 1074410

----------[Space Above This Line For Recording Data] ----------

RIPARIAN EASEMENT AGREEMENT

THIS RIPARIAN EASEMENT AGREEMENT made this 11 day of July, 2026 ("Effective Date") by and between **PETE'S PIER DOCKSIDE, INC., a Florida corporation** ("Grantor,") and City of Crystal River, a Florida municipal corporation, 123 NW US Highway 19, Crystal River, Florida 34428, its successors and assigns, hereinafter called the "Grantee" (collectively, the "Parties").

RECITALS:

WHEREAS, Grantor is the current fee simple owner of that certain parcel of land lying and being in Citrus County, Florida, and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property");

WHEREAS, Grantee is committed to the development and revitalization of the Downtown Commercial Waterfront Overlay District;

WHEREAS, Grantor's Property is located within the Downtown Commercial Waterfront Overlay District;

WHEREAS, Grantee plans to construct a recreational corridor known as the "Kings Bay River Walk" (the "Riverwalk") located primarily on the northern and eastern shorelines of Kings Bay in Crystal River, to provide access to the waterfront for residents and visitors;

WHEREAS, Grantee desires to acquire certain easement and riparian rights from Grantor for the purposes of constructing, operating, and maintaining its Riverwalk Project more particularly described in **Exhibit "B"** (the "Easement Area") attached hereto and made part hereof by this reference;

WHEREAS, Grantor and Grantee desires to obtain, renew, or modify, as applicable, a lease from the Board of Trustees of the Internal Improvement Trust Fund and the Florida Department of Environmental Protection for use of sovereign submerged lands for Grantee's Riverwalk Project and Grantor's docks, boat slips, and appurtenant facilities; and

WHEREAS, Grantor desires to provide the easement with riparian rights along that portion of the upland of the Property reflected in the Easement Area;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee mutually hereby covenant and agree as follow:

1. The recitals set forth above are true and correct and shall constitute and be construed as an integral part of this Riparian Easement Agreement.

2. Grant of Nonexclusive Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, the following nonexclusive easements over, upon and across the Property, an easement with riparian rights upon the Easement Area as depicted on **Exhibit "B"** for the purpose of allowing Grantee to have sufficient upland interest to construct, repair, maintain and use its Riverwalk Project.

3. Prior Agreements or Instruments. Unless expressly set forth herein, this Agreement does not amend, impair, terminate or affect any prior agreements by and between Grantor and Grantee or prior instruments granting Grantor rights concerning the Property (collectively "Prior Agreements or Instruments"), which shall remain in full force and effect. In the event of any conflict between the terms of the Prior Agreements or Instrument and the terms of this Riparian Easement Agreement, the terms of this Agreement shall govern.

4. The easement granted herein are for the express purpose of providing the Parties, and expressly and specifically, the Grantee, with the necessary riparian rights to the uplands and necessary rights for ingress and egress for the purposes set forth hereinabove and allowing Grantee to jointly obtain with Grantor a sovereignty submerged lands lease from the Board of Trustees to construct, maintain, operate, and repair the Riverwalk Project located on sovereign submerged lands, along with Grantor's docks, boat slips, and appurtenant facilities.

5. Grantor, for itself and its successors or assigns in ownership of the Grantor's Property, shall not contest or oppose the lease (which term as used herein shall expressly include any future renewals thereof or any replacement leases or any amendments to any such leases) by the Board of Trustees of the Internal Improvement Trust and/or the Florida Department of Environmental Protection.

6. If applicable, this Riparian Easement Agreement shall serve as the letter of concurrence referenced in Rule 18-21.004(3)(d), Florida Administrative Code. This Riparian Easement Agreement may be presented to any governmental agency and be relied upon for purposes of establishing: (i) the Riparian Rights Line; (ii) the waiver of the riparian setback areas; (iii) the non-objection of Grantor and waiver of its right to contest issuance of the lease over the easement Area to Grantee.

7. The easements granted herein shall be deemed to be covenants appurtenant to and running with the ownership of the Riverwalk Project or any portion thereof.

8. This Riparian Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

9. This Riparian Easement Agreement and the agreements contained herein are binding upon Grantor and Grantee and their respective heirs, administrators, personal representatives, successors and/or assigns.

10. Should the Grantor require modification of the location of the Easement Area, which

modification will not cause or interfere with the purpose of this Riparian Easement Agreement, including the riparian rights necessary for Grantee to construct and maintain the Riverwalk Project and sovereign submerged lands lease, then and in such event, Grantee will not unreasonably deny such modification and agrees to cooperate with Grantor's effort to affect the modification.

11. It is hereby acknowledged that the Property may consist of more than one legal lot or parcel of record. However, the Easement Area described herein is located on and encumbers only one such lot or parcel. Prior to any subdivision or conveyance of the Property or any portion thereof, Grantor shall grant and convey to Grantee, its successors and assigns, additional nonexclusive easements over, upon and across any portion of the Property which would otherwise, as a result of the subdivision or conveyance, no longer be encumbered by the easements granted herein, an easement with riparian rights for the purpose of allowing Grantee to have sufficient upland interest to construct, repair, maintain and use its Riverwalk Project.

12. This Riparian Easement Agreement shall terminate and be of no further force and effect should (i) the Amended And Restated Riparian Rights Agreement dated on or about July 5, 2026 by and between the Grantor and Grantee not be fully executed and recorded on or before July 31, 2026, (ii) should the replat as outlined in the Amended And Restated Riparian Rights Agreement not be approved and recorded on or before December 31, 2027, (iii) should the Riverwalk not be substantially completed on or before December 31, 2036, or (iv) should the Riverwalk cease to be useable or cease to be maintained by Grantee.

[Intentional Page Break – Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument the date and year first above written.

Signed, sealed and delivered in our presence:

Print Name: Pamela D. Suet

Print Name: Teresa Ott

PETE'S PIER DOCKSIDE, INC., a Florida corporation

By: _____
Lisa C. Elliott, as President

STATE OF FLORIDA
COUNTY OF Citrus : ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Lisa C. Elliott**, as President of **PETE'S PIER DOCKSIDE, INC., a Florida corporation**, by means of ☑ physical presence or ☐ online notarization (check one), freely and voluntarily under authority duly vested in
him.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of July, 2026.

My Commission Expires: 07/28/2027

Print Name: Arianna Rudge

ARIANNA RUDGE
MY COMMISSION # HH 379971
EXPIRES: July 28, 2027

Signed, sealed and delivered in our presence:

GRANTEE:

CITY OF CRYSTAL RIVER,
a Florida municipal corporation

_____
Print Name: _____

By: _____
Joe Meek, Mayor

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____: ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Joe Meek**, the Mayor of **the City of Crystal River, a Florida municipal corporation**, by means of ☑ physical presence or ☐ online notarization (check one), freely and voluntarily under authority duly vested in him/her.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2026.

My Commission Expires:

_____
Print Name: _____

P:\RWB\City of Crystal River\Real Estate\Riverwalk\2022 Riparian Ease\505 Pete's Pier Dockside, Inc. AK 1074428, 1074410\FINAL Riparian Easement Agreement with Exhibit A,B - Pete's Pier Dockside, Inc. RWB 04-05-2024.docx

EXHIBIT A

Legal Description of the Property

Lot 98, LESS and EXCEPT the East 6.5 feet, ALL of Lots 99 and Lot 100, and the East 6.5 feet of Lot 101, SYLVAN GLEN ADDITION TO THE TOWNSITE OF CRYSTAL RIVER, according to the map or plat thereof as recorded in Plat Book 1, Page 26, Public Records of Citrus County, Florida.

EXHIBIT B

Easement Area

PARCEL 505

DESCRIPTION:

PARCEL 505:

THAT PORTION OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORD BOOK 1126, PAG 1393 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 101, SYLVAN GLEN ADDITION TO THE TOWNSIT OF CRYSTAL RIVER, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 26, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE RUN SOUTH 89°22'24" WEST, ALONG THE NORTH LINE OF SAID LOT 101, A DISTANCE OF 6.50 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE EAST 6.50 FEET OF LOT 101; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°20'08" EAST, ALONG THE WEST LINE OF SAID EAST 6.50 FEET OF LOT 101, A DISTANCE OF 254.54 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF CRYSTAL BAY AND THE POINT OF BEGINNING; THENCE RUN NORTH 86°51'11" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 3.00 FEET TO A POINT; THENCE DEPARTING SAID MEAN HIGH WATER LINE, RUN NORTH 00°20'08" WEST, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 3.00 FEET; THENCE RUN SOUTH 86°51'11" EAST, PARALLEL WITH SAID MEAN HIGH WATER LINE, A DISTANCE OF 3.00 FEET TO A POINT ON THE AFORESAID WEST LINE OF THE EAST 6.50 FEET OF LOT 101; THENCE RUN SOUTH 00°20"08" EAST, ALONG SAID WEST LINE, A DISTANCE OF 3.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 9.01 SQUARE FEET, MORE OR LESS.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 9.B.**

Requested Motion: 579 Confirmation of Construction Plan Submittals

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ATTACHMENTS:
Description
579 Confirmation of Construction Plan Submittals.docx

Department of Growth Management
123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
development@crystalriverfl.org
www.crystalriverfl.org

November 1, 2026

RE: 579 Crystal River LP – Confirmation of Construction Plan Submittals

The First Amendment to the Settlement Agreement between the City of Crystal River and 579 Crystal River LP was approved by the Crystal River City Council at its regular meeting on September 28, 2026.

Pursuant to Section 2 of the First Amendment, 579 Crystal River LP agreed to submit construction plans and associated permit applications or materials to the City on or before October 30, 2026. Specifically, the required submittals included:

> *(a) Building plans and permit applications or materials meeting all applicable City Code requirements for the construction of the mini-storage and retail improvements depicted on the previously submitted Conceptual Development Plan (CDP), located on the northern portion of the property.*
>
> *(b) Building plans and permit applications or materials meeting all applicable City Code requirements for the replacement of the roof, construction of a new façade, and replacement of the heating, ventilation, and air conditioning (HVAC) system serving the building identified as the grocery store on the CDP, located on the southern portion of the property.*

Please accept this memorandum as formal confirmation that the City of Crystal River received the following applications within the timeframe established by the First Amendment:

- Zoning Permit Application PZ26-0043: Received October 27, 2026.
- Building Permit Application PB26-0237: Received October 28, 2026.

Both applications and their associated construction documents are currently undergoing review by City staff for compliance with applicable City codes and permitting requirements.

The submittals satisfy the requirements of Section 2 of the Amendment.

Sincerely,

Carly Hanson

Carly Hanson
Growth Management Director
City of Crystal River
chanson@crystalriverfl.com

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: November 9, 2026 **Agenda Item Number: 10.A.**

Requested Motion: Motion to award Bid No. 26-B-02 "Copeland Park Pavilion Restoration Project" to Daly & Zilch for the amount of $78,250.00.

Summary:
July 2026, the pavilion at Copeland Park was damaged by fire and has sustained significant damage to many structural and electrical components. The city went out for bid for a bonified contractor to restore the pavilion back to pre-incident condition, and the bidding process yielded three (3) submissions.

Daly & Zilch	$78,250.00
Goldson Construction Corp.	$80,550.00
Plus Point Construction	$86,330.00

Upon review and evaluation of the bid documents, Daly & Zilch appears to be the lowest responsible bidder.

Staff Recommendation:
Award Bid No. 26-B-02 "Copeland Park Pavilion Restoration Project" to Daly & Zilch for the amount of $78,250.00.

Project Cost:
$ 78,250.00

Funding Source:
301-31572-63016-26008 (General Fund CIP - Copeland Park Pavilion Restoration Project)

Amount Available:
$ 53,578.41

Funding Source:
301-00000-36998-26008 (General Fund CIP - Insurance Proceeds) - additional funds to still receive = $23,672.00
301-31572-63016 (General Fund CIP - Copeland Park Improvements) - Insurance Deductible = $1,000

Amount Available:
$24,672.00

ATTACHMENTS:
Description
26-B-02 Bid Tab Copeland Park Pavilion Restoration Project.pdf
Daly & Zilch.pdf
Res 27-R-04 Copeland Park Pavilion Restoration 11-9-2026.doc

Res 27-R-04 Copeland Park Pavilion Restoration 11-9-2026.doc

Bid No. 26-B-02
City of Crystal River
Copeland Park Pavilion Restoration Project

1.	Plus Point Construction 333 S. Garland Avenue Ste. 1300 Orlando, FL 32801	$86,330.00 **Rec'd – 10/28/26 @ 9:32 a.m.**
2.	Goldson Construction Corp. 734 N. S.R. 7 Plantation, FL 33317	$80,550.00 **Rec'd – 10/28/26 @ 10:29 a.m.**
3	Daly & Zilch 305 Salisbury Ter., Ste. A Lecanto, FL 34461	$78,250.00 **Rec'd – 10/28/26 @ 10:48 a.m.**
4.		 **Rec'd – 10/ /26 @**
5.		 **Rec'd – 10/ /26 @**

Total Bids Received: 3

City Clerk

DALY
& ZILCH (FLORIDA), INC.
CGC 059597
305 S. Salisbury Ter. • Suite A• Lecanto, FL 34461 • Office: (352) 341-4860 • www.daly-zilch.com

Copeland Park Pavilion Restoration Project

Bid No. 26-B-02

Due 10/28/26 at 11:00am

Submitted to:

City of Crystal River
730 N. Suncoast Blvd
Crystal River, FL 34429

Submitted by:

Daly & Zilch (Florida) Inc.
305 S. Salisbury Ter., Ste. A
Lecanto, FL 34461

Project Manager: Chuck Daly

BID NO. 26-B-02
BID SCHEDULE

Proposal of Copeland Park Pavilion

(hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida and doing business as:

Daly & Zilch (Florida) Inc.
(insert "a corporation", "a partnership", or "an individual") as applicable.

To: City of Crystal River
(hereinafter called " CITY")

In compliance with your Advertisement for bids, BIDDER hereby proposes to:

Perform all work and furnish all necessary labor, equipment, material and transportation for the Copeland Park Shelter Re-Roof Project.

In strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence the work under this CONTRACT on or before a date to be specified in the NOTICE TO PROCEED and to **SUBSTANTIALLY** complete the PROJECT within forty five (45) consecutive calendar days thereafter, and fully complete the project in a total of sixty (60) days.

Time is of the essence in the construction of this project. The CITY will suffer financial damage if this PROJECT is not substantially completed on the date set forth in the CONTRACT documents. Therefore, the CITY and the CONTRACTOR specially agree that the CONTRACTOR shall pay to the CITY the sum of five hundred dollars ($500.00) per calendar day, or any part thereof, elapsing between the substantial completion date established in the NOTICE TO PROCEED and the actual date upon which substantial completion is achieved. Moreover, if the PROJECT is not fully and finally complete by the final completion date established in the NOTICE TO PROCEED, then the sum of five hundred dollars ($500.00) per calendar day, or any part thereof, elapsing between the established date of final completion and the actual date of final completion shall be paid to the CITY by the CONTRACTOR.

These amounts to be paid to the CITY by the CONTRACTOR shall, in no event, be considered as a penalty or otherwise than the consequential and adjusted damages of the CITY because of the delay. Furthermore, the sums per calendar day or any part thereof set forth hereinabove, may at the sole option of the CITY be deducted and retained out of the sums payable to the CONTRACTOR. If not so deducted, the CONTRACTOR shall remain liable therefore.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the listed unit prices or lump sums shown in the BID FORM as follows:

BID FORM

Business Name: Daly & Zilch (Florida) Inc.

DESCRIPTION	TOTAL
Contractor shall furnish all labor, material and transportation to remove the DAMAGED CONSTUCTION materials including and not limited to trusses, decking, shingles, electrical components and masonry. Replace all damaged roof trusses with like materials. Replace all missing or damaged decking with like materials. Remove all existing shingles (as needed), felt paper and drip edge. Install complete new roof system using 30lb. felt and 30 yr. shingles. Color and style to be decided by the City. Replace all damaged electrical components with approved material. Reinforce or replace one support concrete column. All work and materials shall meet currant Florida Building Codes. Plywood Ceiling as needed.	$ 78,250.00

BID FORM

Business Name: Daly & Zilch (Florida) Inc.

ITEMIZE MATERIAL AND LABOR

Description	Quantity	Unit price	Total
Electrical material and labor	1	7,450.00	7.450.00
Paint material and labor	1	10,200.00	10,200.00
Roof material and labor	1	19,400.00	19,400.00
Trusses material and labor	1	13,500.00	13,500.00
Stucco material and labor	1	6,600.00	6,600.00
Plywood ceiling material and labor (as needed)	1	5,900.00	5,900.00
Contingency	1	10,000.00	10,000.00
Mobilization	1	5,200.00	5,200.00
			78,250.00

COPELAND PARK PAVILION RESTORATION

SUBMITTALS REQUIRED:

DESCRIPTIONS:

SHINGLES:

STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to Invitation for Bid #26-B-02 for the following reason(s):

Please check all that apply.

1. ☐ Opening date does not allow sufficient time to complete bid response.
2. ☐ We do not offer the commodities or services requested.
3. ☐ Our schedule would not permit us to perform
4. ☐ We are unable to meet the issued specification.
5. ☐ Specifications are restrictive (please explain below).
6. ☐ We are unable to meet the surety requirements.
7. ☐ Other: _____

Explanations: _____

_____

_____

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: _____

Signature: _____ Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Fed. ID No.: _____

LIST OF SUBCONTRACTORS AND EQUIPMENT MANUFACTURERS

In the space below, the BIDDER shall list all proposed Subcontractors and their addresses for approval by the CITY.

The BIDDER shall also describe that portion of the work proposed to be sublet to each Subcontractor listed.

Equipment Manufacturers shall be listed for each item of major equipment herein. No changes shall be allowed after acceptance by the CITY. Any blanks shall be filled in by the CITY and provided by the CONTRACTOR at no additional cost.

Attach additional sheets as required.

Name	Address	DESCRIPTION OF WORK TO BE PERFORMED
Premier Electric	1075 W. Gulf to Lake Hwy, Lecanto, FL 352-513-2667	Electrical

FLORIDA STATUTES 287.122 (2) (A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 contractor, supplier, subcontractor, or consult under a contract, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business 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 36 months from the date of being placed on the convicted list.

PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY Citrus

Before me, the undersigned authority, personally appeared
Michelle Merrill, CFO
who, being by me first duty sworn, made the following statement:

1. The business address of Daly & Zilch (Florida) Inc. 305 S. Salisbury Terr., Ste. A, Lecanto, FL 34461

(name of bidder or contractor) is

2. My relationship to Michelle Merrill, CFO

(name of bidder or contractor) is Daly & Zilch (Florida) Inc.

(relationship such as sole proprietor, partner, president, vice president).

3. Understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including , but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that affiliate. is defined by the statue to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

~~7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the day of 28, October, 2026

Signed: Kelly Deitrick (Affix seal)

Notary Public Kelly Deitrick

My commission expires: 10/9/2029

NOTARY PUBLIC STATE OF FLORIDA

KELLY DEITRICK
Commission # HH 720785
Expires October 9, 2029

Daly & Zilch (Florida), Inc.
STATE CERTIFIED
GENERAL CONTRACTOR
STATE CERTIFIED MINORITY BUSINESS
Lic. #CG-C059597

305 S. Salisbury Ter. • Suite A • Lecanto, FL 34461 • Office: (352) 341-4860 • Fax: 1-888-873-4861
Mobile–Linda: (352) 302-3626 • Mobile–Bud: (352) 302-7869 • www.daly-zilch.com

Company Resume and General Information

Daly & Zilch (Florida) Inc. has performed work as a Florida State Certified Contractor in and around Citrus County and adjacent counties since 1997. We are a full-service entity offering complete turnkey projects from design through construction completion, and we specialize in commercial and municipal projects.

Our team includes highly experienced office staff, management supervision and productive, knowledgeable field personnel who are accomplished in all facets of work performed. The subcontractors we select and partner with are licensed, insured, experienced and reputable.

The company philosophy is to provide excellent quality and service at a good value and with timely completion. We diligently work hard at and humbly earn our respected reputation among the communities and agencies we work with. Customer satisfaction is of upmost importance, and our passion to live up to our motto "Expect Excellence" is our #1 goal for every project we are involved in.

Daly & Zilch (Florida) Inc. has been a member of the Central Florida Better Business Bureau for many years, a member of Citrus County Chamber of Commerce and was recognized for Best Image Award. Citrus County Chronicle has voted us "2009 Best of the Best Contractor Award".

Regarding construction equipment, we own site work equipment, namely, front end loader, loader backhoe, an excavator, mini excavator, two skid steers, tractor and box blade, a telehandler forklift and a dump truck for hauling.

We provide the necessary tools for all of the divisions of work we provide with our in-house employees.

Company Qualifications

Past and Current Project List

Citrus County Board of County Commissioners

- Bicentennial Park Pool Shade Structure
- Department of Children and Families
- Clerk Annex Parking
- Citrus Springs Entrance Improvements
- Renovation of Sheriff's Evidence Room & adjacent offices
- Design/Build Withlapopka Isles Community Center
- Design/Build Sheriff's Evidence Garage
- Clerk of the Courts – Inverness – Generator
- Supervisor of Elections New Headquarters remodel
- Utility Pump House
- Fire Services Loading Dock
- Crystal River Airport Beam Repair
- Road Maintenance Window Replacement & Office Remodel
- TCG Sewer – CDBG Project

City of Crystal River

- Crystal River Town Square
- Crystal River Splash Pad

Hernando County Board of County Commissioners

- Stoney Brook Lift Station Rehabilitation

City of Brooksville

- Tom Van Park Splash Pad

Seven Rivers Presbyterian Church

- Christian School – Pre-K New building
- Warriors Athletic Complex
- Office Building
- Sanctuary Upgrades

Department of Military Affairs

- Brooksville Pedestrian Bridge Repair
- Crystal River Armory MOV Parking Lot

Rock Solid Creations

- New building in Inverness, FL

PEDIM – Dr. St. Martin

PEDIM Office Remodel – Inverness, FL
PEDIM New Office Bldg. – Inverness, FL
PEDIM Medical Office – Lecanto, FL

State of Florida Department of Environmental Protection

Haley House Temporary Office in Terra Ceia State Park in Manatee County

City of Wildwood

Martin Luther King Jr. Park Improvements

Sumter County

Sumter County Animal Services

Florida Forest Service – Withlacoochee Forestry Center

Silver Lake Campground

Florida Sheriff Youth Ranches, Inc.

New Buildings and renovations of facilities at Caruth Camp and Barberville Camp

Central Citrus Business Park

Design/Build renovation into multi-office complex

Advanced Allergy

Construction of new medical office building in Lecanto, FL

Mosquito Control

New Helicopter Hangar – Metal Building – Lecanto, FL

McDamron Land Development, LLC.

Mallards Shooting and Gun Range

Paddletail Dive Shop

3 story new construction in flood zone in Crystal River, FL

Katch Twenty Two

Construction of New Restaurant

Port Paradise Restaurant

3 store new construction of hotel restaurant in flood zone in Crystal River, FL

City of Bushnell

Construction of New Splash Pad for the City of Bushnell

City of Coleman

Park Improvements at (3) separate park sites in Coleman

Rotary Sportsplex Synthetic Field

Park Improvements at the Rotary Sportsplex in Marion County, FL

Plantation Inn Resort

Renovations to existing 2 story hotel in flood zone in Crystal River, FL

Daly & Zilch (Florida) Inc.

Key Personnel

Name	Job Title	Duties
Linda A. Daly	CEO	Oversees executive management decisions, contract negotiations, design concepts with clients, and overall customer relations.
Charles (Bud) Daly, Sr.	Executive Vice President Commercial Division Manager	Ensures projects are completed on schedule and within budget. Develops and executes project timelines and manages overall commercial construction operations.
Darren Nichter	President Commercial Project Manager	Assists with estimating, client meetings, scheduling, and project supervision while maintaining communication between Owners, Architects, and the Company.
Charles (Chuck) Daly, Jr.	Vice President Site Division Manager Site Project Manager	Manages site operations, including grading, drainage, and concrete work. Supervises field personnel and coordinates directly with owners to ensure site requirements are met.
Jake White	Treasurer Residential Division Manager Commercial Project Manager	Oversees financial management and assists with estimating, client coordination, scheduling, and project supervision. Maintains communication between Owners, Architects, and the Company.
Michelle Merrill	Corporate Secretary Project Manager Office Manager	Serves as liaison between owners, architects, project managers, and superintendents. Coordinates project submittals, vendor bids, and ensures smooth office and project operations.
Kathy Pacella	Estimator	Prepares detailed cost estimates and outlines bid requirements for commercial projects.
Billy White	Residential Project Superintendent	Estimates residential project costs, meets with clients, and oversees construction to ensure projects stay within budget and on schedule.
Jim Mattson	Residential Project Superintendent	Estimates residential project costs, meets with clients, and oversees construction to ensure projects stay within budget and on schedule.
Terry Corbin	Commercial Project Superintendent	Estimates commercial project costs, meets with clients, and oversees construction to ensure projects stay within budget and on schedule.
Wendy Maragh	Accounts Manager	Manages accounts payable, accounts receivable and collections
Julia Rose	Residential Project Assistant	Assists the Residential Project Manager and Estimator on residential projects.
Kelly Deitrick	Commercial Project Assistant	Assists the Commercial Project Manager and Estimator on commercial projects. Contracts and bid processes.
Sherry Wille	Office Coordinator	Manages incoming calls, filing, accounts payable assistance, and general office support.
Miscellaneous Personnel	Field Personnel	Skilled in multiple trades including rough and trim carpentry, tile, stone, paver work, and demolition. Perform diverse tasks to bridge gaps between subcontractors and ensure project continuity.

References:

Name of Project:	**Rock Solid Creations Metal Building**
Owner/Business Name:	Rock Solid Creations
Location/Address:	4986 N. Florida Ave., Inverness, FL 34450
Point of Contact:	John Crawley, Owner
Phone Number:	352-563-2005
Construction Timeframe:	2022 to 2023
Key Personnel:	Darren Nichter (Superintendent)
Description of Project:	Construction of New Metal Building

Name of Project:	**City of Coleman Park Improvements**
Owner/Business Name:	City of Colemen
Location/Address:	3502 E. Warm Springs Ave., Coleman, FL 33521
Point of Contact:	Akiko Teagle
Phone Number:	352-748-1017
Construction Timeframe:	5/2025 to 5/2026
Key Personnel:	Chuck Daly (Superintendent) Michelle Merrill (Project Manager)
Description of Project:	Park Improvements at (3) separate parks for the City of Coleman, working with Federal Grants and Certified Payroll

Name of Project:	**PEDIM New Office Building (Bldg. C)**
Owner/Business Name:	Dadda Holdings, LLC
Location/Address:	1966 N. Prospect Ave., Lecanto, FL 34461
Point of Contact:	Dr. Dacelin St. Martin
Construction Timeframe:	7/2024 to Present
Key Personnel:	Darren Nichter (Superintendent)
Description of Project:	New Medical Office Building

Name of Projects:	**Mallards Shooting and Gun Range**
Owner/Business Name:	McDamron Land Company, LLC.
Location/Address:	2439 N. Pennsylvania Ave., Crystal River, FL 34429
Point of Contact:	Chad Damron, Owner
Phone Number:	352-794-3507
Construction Timeframe:	New Building 4/2021 to 12/2025
Construction Costs:	Project cost $ 14,686.647.87
Key Personnel:	Charles (Bud) Daly, Sr. (Executive Superintendent) Michelle Merrill (Project Manager)
Description of Project:	Construction of 55,000 sq. ft. Shooting Range and Gun Store

Name of Project::	**Katch Twenty Two**
Owner/Business Name:	Richard Wiggins
Location/Address:	2924 W. Gulf to Lake Hwy, Lecanto, FL 34461
Point of Contact:	Richard Wiggins, Owner
Email Address:	chefwiggins@yahoo.com
Construction Timeframe:	11/2022 to 6/2025
Key Personnel:	Darren Nichter (Superintendent) Michelle Merrill (Project Manager)
Description of Project:	Construction of new restaurant

Name of Project:	**Citrus County Board of County Commissioners: Continuing Services Preferred Contractor**
Projects Address:	1300 S. Lecanto Hwy., Building 11033 Lecanto, FL 34461
Point of Contact:	Carlton Hall, Public Works Director
Phone Number:	352-527-5477
Email Address:	Carlton.Hall@citrusbocc.com
Construction Timeframe:	2012 to Present
Construction Costs:	Up to $25,000.00 per project and $25,001 to $100,000 per project, and $100,000 +
Key Personnel:	Darren Nichter- Superintendent
Description of Projects:	Anything from minor repairs to major renovations and new build - partial list: Crystal River Airport Box Hangar and Taxilane Citrus County Transit Center Beverly Hills Recreation Park- Skateboard Park, Totlot, Basketball Court, Walking Trail, and Restroom Facility Renovation of Sheriff's Evidence Room & adjacent offices Design/Build Withlapopka Isles Community Center Design/Build Sheriff's Evidence Garage
Name of Project:	**Habitat for Humanity Admin Office** **Habitat for Humanity Renovation of Crystal River Restore** **Habitat for Humanity Inverness Restore (Design/Build Metal Building)**
Owner/Business Name:	Habitat for Humanity Citrus County
Location/Address:	3703 E Gulf to Lake Hwy, Inverness, FL 34452
Point of Contact:	Justin Leech, CEO
Phone Number:	352-563-2744
Email Address:	justinl@habitatcc.org
Construction Timeframe:	3/2017-11/2017
Key Personnel:	Charles (Bud) Daly, Sr. (Executive Superintendent Darren Nichter (Superintendent) Chuck Daly (Site Superintendent)
Name of Project::	**Crystal River Parking Lot**
Owner/Business Name:	City of Crystal River
Location/Address:	123 NW Hwy 19, Crystal River, FL 34428
Point of Contact:	Troy Slattery, Public Works Director
Email Address:	tslattery@crystalriverfl.org
Construction Timeframe:	8/2024 to 4/2025
Key Personnel:	Chuck Daly (Superintendent) Michelle Merrill (Project Manager)
Description of Project:	Renovation of Parking lot site and lighting

Name of Project::	**Paddletail Dive Shop**
Owner/Business Name:	Dr. Paresh Desai
Location/Address:	525 NW 7th Ave, Crystal River, FL 34428
Point of Contact:	Dr. Paresh Desai, Owner
Email Address:	desaiph@hotmail.com
Construction Timeframe:	9/2023 to 12/2025
Key Personnel:	Charles (Bud) Daly, Sr. (Executive Superintendent) Jake White (Superintendent) Michelle Merrill (Project Manager)
Description of Project:	3 Story new construction in flood zone

Name of Project::	**Port Paradise Restaurant**
Owner/Business Name:	Port Paradise Hotel, LLC.
Location/Address:	1610 SE Paradise Cir W., Crystal River, FL 34428
Point of Contact:	Rex Champany
Email Address:	Rchampany@gmail.com
Construction Timeframe:	1/2025 to Present
Key Personnel:	Charles (Bud) Daly, Sr. (Executive Superintendent) Jake White (Superintendent) Michelle Merrill (Project Manager)
Description of Project:	3 story new construction in flood zone

Name of Project::	**Plantation Inn Resort**
Owner/Business Name:	Plantation Fusion, LLC.
Location/Address:	9301 W. Fort Island Trail, Crystal River, FL 34428
Point of Contact:	Dr. Paresh Desai
Email Address:	desaiph@hotmail.com
Construction Timeframe:	7/2025 to Present
Key Personnel:	Charles (Bud) Daly, Sr. (Executive Superintendent) Jake White (Superintendent) Michelle Merrill (Project Manager)
Description of Project:	Renovations to existing 2 story hotel in flood zone

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DALY, LINDA A

DALY & ZILCH (FLORIDA) INC
3334 W PEBBLE BEACH CT
LECANTO FL 34461

LICENSE NUMBER: CGC059597

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/16/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

NICHTER, DARREN KEITH

DALY & ZILCH (FLORIDA) INC
305 S SALISBURY TERR STE A
LECANTO FL 34461

LICENSE NUMBER: CGC1541257

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/10/2026

Do not alter this document in any form.

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Detail by Entity Name

Florida Profit Corporation
DALY & ZILCH (FLORIDA), INC.

Filing Information

Document Number	P96000025487
FEI/EIN Number	59-3384496
Date Filed	03/22/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/01/2023
Event Effective Date	NONE

Principal Address

305 S. SALISBURY TERRACE
SUITE A
LECANTO, FL 34461

Changed: 04/04/2008

Mailing Address

P.O. BOX 937
LECANTO, FL 34460-0937

Changed: 04/22/1999

Registered Agent Name & Address

Corporate Access, Inc.
236 East 6th Avenue
TALLAHASSEE, FL 32303

Name Changed: 02/05/2025

Address Changed: 02/05/2025

Officer/Director Detail

Name & Address

Title Chairman

DALY, LINDA A
3334 W PEBBLE BEACH COURT
LECANTO, FL 34461

Title President

NICHTER, DARREN K
1360 ZENA CT.
LECANTO, FL 34461

Title EVP, VP

DALY, CHARLES SR.
3334 W. PEBBLE BEACH CT.
LECANTO, FL 34461

Title S

MERRILL, MICHELLE L
5669 W HUNTERS RIDGE CIRCLE
LECANTO, FL 34461

Title VP

Daly, Charles Squire, IV
P. O. Box 1102
Crystal River, FL 34423

Title Treasurer

White, Jacob James
4703 S. Isaac Pt.
Lecanto, FL 34461

Annual Reports

Report Year	Filed Date
2024	02/10/2024
2025	02/05/2025
2026	01/22/2026

01/22/2026 -- ANNUAL REPORT	View image in PDF format
02/05/2025 -- ANNUAL REPORT	View image in PDF format
02/10/2024 -- ANNUAL REPORT	View image in PDF format
08/01/2023 -- Amendment	View image in PDF format
02/21/2023 -- ANNUAL REPORT	View image in PDF format

01/26/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
01/19/2020 -- ANNUAL REPORT	View image in PDF format
04/16/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
03/22/2016 -- ANNUAL REPORT	View image in PDF format
03/18/2015 -- ANNUAL REPORT	View image in PDF format
03/27/2014 -- ANNUAL REPORT	View image in PDF format
02/13/2013 -- ANNUAL REPORT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
06/09/2011 -- Amendment	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
03/31/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
04/04/2008 -- ANNUAL REPORT	View image in PDF format
03/07/2007 -- ANNUAL REPORT	View image in PDF format
04/21/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
02/25/2004 -- ANNUAL REPORT	View image in PDF format
04/18/2003 -- ANNUAL REPORT	View image in PDF format
04/24/2002 -- ANNUAL REPORT	View image in PDF format
04/26/2001 -- ANNUAL REPORT	View image in PDF format
02/10/2000 -- ANNUAL REPORT	View image in PDF format
04/22/1999 -- ANNUAL REPORT	View image in PDF format
03/12/1998 -- ANNUAL REPORT	View image in PDF format
12/18/1997 -- REINSTATEMENT	View image in PDF format
03/22/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

RESOLUTION 27-R-04

A RESOLUTION OF THE CITY OF CRYSTAL RIVER, FLORIDA, APPROVING A TRANSFER FROM THE GENERAL FUND CIP – COPELAND PARK IMPROVEMENT EXPENSES IN THE AMOUNT OF $1,000.00, ALLOCATING ADDITIONAL INSURANCE PROCEEDS TO STILL RECEIVE OF $23,672.00, AND UTILIZING PREVIOUSLY RECEIVED INSURANCE PROCEEDS OF $53,578.41 TO AWARD A CONTRACT TO DALY & ZILCH FOR THE COPELAND PARK PAVILION RESTORATION IN THE TOTAL AMOUNT OF $78,250.00.

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

WHEREAS, July 2026, the pavilion at Copeland Park was damaged by fire and has sustained significant damage to many structural and electrical components. The city went out for bid for a bonified contractor to restore the pavilion back to pre-incident condition, and the bidding process yielded three (3) submissions.

Daly & Zilch	$78,250.00
Goldson Construction Corp.	$80,550.00
Plus Point Construction	$86,330.00

Upon review and evaluation of the bid documents, Daly & Zilch appears to be the lowest responsible bidder; and,

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crystal River, Florida at a regular meeting held on the 9th day of November 2026 that the Budget Amendment be made as shown in Exhibit A .

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

PASSED AND ADOPTED BY THE City Council of the City of Crystal River, Florida, this _____ day of _____, 2026.

Attest:_____ By:_____
Mia Fink, City Clerk Joe Meek, Mayor

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

VOTE OF COUNCIL:
Meek _____
Ensing _____
Satchell _____

Hastings _____
_____ Holmes

RESOLUTION 27-R-04

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Mia Fink, City Clerk Joe Meek, Mayor

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

VOTE OF COUNCIL:
Meek _____
Ensing _____
Satchell _____

Hastings _____
_____ Holmes