Agenda

Crystal River City Council Meeting
Regular Meeting Agenda
Monday, June 9, 2025 at 5:30 PM
Citrus County Welcome Center

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

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

NOTICE TO PUBLIC

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

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

GENERAL MEETING PROCEDURES

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

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

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

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

2. Public Comment:

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

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

2. ADOPTION OF AGENDA

3. PRESENTATIONS

A. Audit Presentation

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

(Three Minute Time Limit)

6. APPROVAL OF CONSENT AGENDA

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

B. Monthly Departmental Report Summary for the month of May

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

7. PUBLIC HEARING

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

B. Consideration of Ordinance 25-O-07 (Application No. PZM25-0001) for an amendment of the Official Zoning Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on Second Reading, and conduct a public hearing on June 9, 2025, at 5:30 p.m. This item is associated with the previous item.
AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES;

PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

8. INTRODUCTION AND FIRST READING OF ORDINANCES

9. CITY ATTORNEY

A. Riverwalk update

B. 579 US Highway 19, LLC Update

10. CITY MANAGER

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

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

C. Motion to authorize staff to proceed with acquisition of a property located at 41 NE Crystal Street owned by L&T Cattle, LLC, direct staff to either negotiate a purchase agreement in the proposed amount of $197,000 or a parcel exchange agreement for a portion (5 acres) of City-owned property located at 1225 N. Citrus Avenue and authorize staff to obtain required appraisals

D. Motion to approve Res. 25-R-16 appointing a Special Magistrate, Robert S. Christensen, Esq., as the City's Local Hearing Officer through an Administrative Code Enforcement Hearing Officer Agreement.
A RESOLUTION OF THE CITY OF CRYSTAL RIVER APPOINTING A SPECIAL MAGISTRATE, ROBERT S. CHRISTENSEN, ESQ., AS THE CITY'S LOCAL HEARING OFFICER THROUGH AN ADMINISTRATIVE CODE ENFORCEMENT HEARING OFFICER AGREEMENT PURSUANT TO ARTICLE VI SEC. 2-111. OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES.

E. Motion to approve Res. 25-R-17 appointing a Special Magistrate, Bryce Davis, PA., as the City's Alternate Local Hearing Officer through an Administrative Code Enforcement Hearing Officer Agreement.
A RESOLUTION OF THE CITY OF CRYSTAL RIVER APPOINTING A SPECIAL MAGISTRATE, BRYCE DAVIS, PA., AS AN ALTERNATE LOCAL HEARING OFFICER THROUGH AN ADMINISTRATIVE CODE ENFORCEMENT HEARING OFFICER AGREEMENT PURSUANT TO ARTICLE VI SEC. 2-111. OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES.

11. CITY COUNCIL

12. COUNCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek
B. Vice Mayor Holmes

C. Council member Satchell
D. Council member Frink
E. Council member Ensing

13. PUBLIC INPUT

(Five Minute Time Limit)

14. ADJOURNMENT

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 3.A.**

Requested Motion: Audit Presentation

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 6.A.**

Requested Motion: Motion to approve minutes of the City Council meeting held May 27, 2025

ATTACHMENTS:
Description
5.27.25 Minutes.pdf

Minutes

Crystal River City Council
Regular Council Meeting
Monday, May 27th, 2025 5:30 p.m.
Citrus County Welcome Center
915 N. Suncoast Blvd.

1. CALL TO ORDER

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

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

Staff present: City Manager Audra Curts-Whann, City Attorney Rob Batsel, City Clerk Mia Fink, Public Works Director Troy Slattery, Growth Management Director Carly Hanson, Growth Management Assistant Director Heather Lacey, Fire Chief Frank Melillo, Station Coordinator Frank Davide

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

Mayor Meek recognized former Council member Paula Wheeler.

2. ADOPTION OF AGENDA

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

3. PRESENTATIONS

A. Crystal River Fire Department Check Presentation

Kennedy Smith presented a donation of $1,000 to Fire Chief Frank DeLillo for the CRFD Cadet Program (uniforms). Chief DeLillo briefly discussed the program.

Harold Walker, on behalf of the Copeland Community Park Association presented a certificate of appreciation for FRDAP grant funding assistance.

4. UNFINISHED BUSINESS

5. PUBLIC INPUT

Charles Carr-Crystal River Airport Flight Instructor- Discussed items 8A and 8B and potential impacts to the Crystal River Airport(impeding certain portions of runway).

6. APPROVAL OF CONSENT AGENDA

A. Motion to approve minutes of the City Council meeting held May 12, 2025

B. Monthly Departmental Report Summary for the month of April

Motion to approve the consent agenda was made by Vice Mayor Holmes; seconded by Council member Satchell. Vice Mayor Holmes noted additional reports requested (CRFD call detail, water loss, etc.). **Motion carried 5-0.**

7. PUBLIC HEARING

8. INTRODUCTION AND FIRST READING OF ORDINANCES

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

City Clerk Fink read the ordinance by title only.

B. Introduction of Ordinance 25-O-07 (Application No. PZM25-0001) for an amendment of the Official Zoning Map for 7.44 acres addressed as a portion of 77 and 61 S Suncoast Blvd, owned by RIF 304, LLC, on First Reading, and set the public hearing for June 9, 2025, at 5:30 p.m. This item is associated with the previous item. **AN ORDINANCE OF THE CITY OF CRYSTAL RIVER, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CRYSTAL RIVER BY REZONING A PORTION OF PROPERTY (7.44 ACRES MOL) LYING IN SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST AND SECTION 03, TOWNSHIP SOUTH 19, RANGE 17 EAST, SPECIFICALLY A PORTION OF PARCEL ID 17E18S34 22200 (ALT KEY: 1102138) AND A PORTION OF PARCEL ID 17E19S03 10000 (ALT KEY: 1113512) AS IDENTIFIED IN THE RECORDS OF THE CITRUS COUNTY PROPERTY APPRAISER AND OWNED BY RIF 304 LLC FROM CONSERVATION TO URBAN CENTER 1 ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

City Clerk Fink read the ordinance by title only.

Mayor Meek confirmed upcoming 06/09/25 public hearing scheduled, and Vice Mayor Holmes noted correspondence from Citrus County requesting opportunity for review of application. City Attorney Batsel advised on continuance procedure, if necessary.

9. CITY ATTORNEY

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

Mayor Meek introduced the item, discussed negotiation process and noted some of the terms. City Attorney Batsel provided background information regarding the parcel, including code enforcement case and pending litigation. He also provided a detailed review of the agreement (terms, conditions, timelines), and addressed questions regarding material default provision.

Motion to approve settlement agreement between City of Crystal River and 579 US Highway 19, LLC was made by Council member Frink; seconded by Council member Ensing. Motion carried 5-0.

B. Riverwalk Update

City Attorney Batsel provided an update regarding the project, noting outstanding easement agreements.

10. CITY MANAGER

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

City Manager Curts introduced the item and provided a project status update, noting potential resiliency-related funding sources.

Motion to approve Amendment No. 1 to the existing Pre-Design and Programming Services for the Crystal River Government Complex Phase 1 with Monarch Design Group at an additional lump sum cost of $20,000 was made by Vice Mayor Holmes; seconded by Council member Satchell. Motion carried 5-0.

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

City Manager Curts introduced the item and Jason Larson of HTG Hidden Lake, LLC addressed Council, addressing questions regarding set-asides, outreach and income limits.

Motion to authorize the Mayor to execute a Florida Housing Finance Corporation "Local Government Area of Opportunity Funding Form" and reallocate a previous loan commitment made to HTG Hidden Lake, LLC, in the amount of $340,000.00 for the

Fountains at Hidden Lake Phase II affordable housing development was made by Council member Frink; seconded by Council member Ensing. Motion carried 5-0.

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

City Manager Curts introduced the item, noting next steps in implementation.

Motion to approve and authorize the Mayor to execute "Continuing Services Agreement Between Owner and Construction Manager" for the provision of Construction Manager at Risk (CMAR) Services by two previously selected firms (A.D. Morgan Corporation and Scorpio) was made by Council member Ensing; seconded by Council member Holmes. Motion carried 5-0.

D. Purchasing Policy Discussion

City Manager Curts provided background regarding purchasing policy revisions pertaining to small purchase limits ($20,000 vs. $50,000), federal standards and Council approvals referenced with in the code, confirming small purchases relate only to procurement requirements, not Council approval of expenditures.

11. CITY COUNCIL

12. COUCIL MEMBER AND COMMITTEE REPORTS

A. Mayor Meek

B. Vice Mayor Holmes

C. Council Member Satchell discussed recent TDC meeting attendance and inquired about fluoride discontinuation date. Council consensus was reached to discontinue.

D. Council member Frink

E. Council Member Ensing noted recent attendance to CCCCF meeting.

13. PUBLIC INPUT

Gail Kostelnick- Crystal River- Discussed Home Rule violation in relation to Governor's recent fluoride ban.

14. ADJOURNMENT Mayor Meek adjourned the meeting at 6:56 p.m.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 6.B.**

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

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ATTACHMENTS:
Description
2025 Summary Report- May.docx

Departmental Monthly Report Summary
May 2025

THE CITY CLERK'S OFFICE

During the month of May, the office clerked 4 public meetings, coordinating the agenda and drafting 9 agenda items. The Clerk's office also facilitated 8 public records requests and performed 20 notarizations on various legal documents. Recording items included 2 Utility lien releases, and 3 lien releases. Ongoing responsibilities include grant coordination/reporting, audio/visual equipment operations/coordination, budget-related obligations, scheduling for City Manager, Riverwalk permitting and easement coordination/processing, records management duties including facilitation of public records requests, ordinance and resolution drafting, with instructions for administration/implementation, procedural information, etc.

COMMUNITY ENGAGEMENT

May was a very busy event month. The City hosted the following events: First Friday and the Ribbon Cutting for the Copeland Park improvements. Other events in the City included: National Day of Prayer, Art on the Avenue, Save Crystal River's Eelgrass planting event and the Fire Department's open house. Upcoming events include: First Friday, 4th of July and an employee picnic. This month, we welcomed our intern, Isabella Brennan-Diaz, who will be with us until August.

THREE SISTERS SPRINGS

Three Sisters Springs had a total of 1,984 visitors for the month of May. Fiscal year 24' May had a total of 1,722 visitors. Visitor counts were up 15.2% from the previous year with the largest recorded number of visitors for the month of May since the opening in 2016 with an average of 66 people per day. May had above average temperatures with below average precipitation making it warm and muggy. Net revenue for the month totaled $19,725.25. Commissions paid to USFWS totaled $6,387.84

This month on Social Media:

Facebook:

- Facebook Reach: 56,427
- Facebook Views: 41,865
- Facebook Content Interactions: 472
- Facebook Follows: 163
- Facebook Visits: 4,747

Instagram:

- Instagram Reach: 1,516
- Instagram Views: 5,650
- Instagram Content Interactions: 102
- Instagram Follows: 248
- Instagram Visits: 638

* Further details are listed in the full departmental reports.

HR/RISK MANAGEMENT

Open Positions
Associate Planner – Still accepting and interviewing applicants.

Intern Program
FCCMA Intern Program – Isabella Brennan-Diaz
Isabella started May 19, 2025. She assisted Sabrinna Utter with the Ribbon Cutting Ceremony at Copeland Park, and is attended the FCCMA Conference with City Manager Curts-Whann, May 28 – May 31, 2025.

New Hires
Jessica Surufka – Park Ranger – PT
Ed Seekings – Park Ranger – PT
Gio Amar – Firefighter – Volunteer
Alex Walker – Firefighter – Volunteer

Resignations
Denise Foster – Visitors Specialist

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

Ongoing Items/Upcoming:
Cyber Security ongoing training for all City Employees.

FIRE DEPARTMENT

Fire Department Activities: During the month of May, the Fire Department received 104 calls for service. An average of 3.46 personnel per call and had an average response time of 5.34 minutes. CRFD attended First Friday. CRFD continued training exercises at the fire house, and a training at a donated house. The CRFD conducted marine patrol on Memorial Day. Fire Cadet meetings have continued at the fire station. The CRFD held an open house and retirement recognition for Captain Terry Cates. CRFD also represented at the Crystal River High School graduation presenting the American Flag. There were 46 EMS calls, 1 structure fire, 1 brush fire and 1 vehicle fire.

FINANCE

May 2025 books have not been closed as of the due date for monthly reports. Finance is still receiving vendor invoices for the month and still balancing the books. The books are normally not closed until around the fifteenth to twentieth of the following month.

PUBLIC WORKS DEPARTMENT

Roads and Streets

- Road depression repairing one at NE 3rd ST. & NE 4th Ave.
- Assisted Fire Department in a Room built upstairs.
- Tree trimming on going on Northeast Side by the Schools.
- Public works Repaired and Replaced the American Flags on HWY. 19 Before Labor Day.
- Drainage Blocked at 2021 NW 13th ST. fixed with Vac Truck.
- Drainage Blocked at 1174 SE 3rd ST. Fixed with Vac Truck.
- Drainage Blocked NE 2nd ST & NE 1st Ave Fixed with Vac Truck.
- Drainage Blocked at 1006 NE 7th Ave Fixed with Vac Truck
- Mowed 954 NE 6th ST. City owned property
- A new Bench was Installed at the USFWS Visitor Center.

Parks & Park Rangers

- Citations written.....156
- Flow birds pay machines are now operational for parking. Still working out IT issues.
- Boats Pumped.....51
- Gallons Pumped.....2612

Capital Projects

- Paradise Point lift station manifold project. Lift station #32 last remaining lift station needing electrical issues to be completed.
- Indian Waters – 1 additional unit have started the septic-sewer conversion.50 connected 11 in progress 19 not connected. These numbers include vacant lots that may be constructed.
- Kings Bay Park Improvements – In engineering and design phase. Currently in the permitting phase.
- Paradise Point Drainage Project – In engineering and design phase.

Utilities & US WATER

- Showed Insurance reps to all Hurricane Helene affected lift stations
- Replaced damaged wire leads on HSP 1 at WTP
- Repaired sewer lines connected to manhole in front of Nortons
- Addressed sewer backups at:
    - 224 SE Kings Bay Dr
    - 3850 N Nokomis Pt
- Repaired sewer lateral at:
    - NW 2nd Ave & NW Hwy 19
    - 1115 N Country Club Dr
    - 1151 N Circle Dr
- Repaired water leak at:
    - Wastewater Treatment Plant
    - 1311 SE Kings Bay Dr
    - 1470 NW 19th St
- Replaced service line and/or new meters at:
    - 324 SE Hwy 19
    - 319 NE 13th Terr
- Repaired RPZ at:
    - 34 NE Crystal St
- Repaired vacuum valve issues at:

* Further details are listed in the full departmental reports.

    - 1144-1162 N Country Club Dr
    - 1095 N Country Club Dr
    - 1102 N Country Club Dr
    - 1128 N Country Club Dr
- Resolved lift station issues at:
    - LS 20
    - LS 14
    - LS W14
- Pulled Omni-site Units for repair at:
    - LS 6
    - LS 10
    - LS 40
    - LS 46
    - LS W5
- Performed preventative lift station maintenance at:
    - LS W4
    - LS W5
    - LS 45
    - LS 20
    - LS 46
    - LS 30
    - LS 23
    - LS 11
    - LS 46
    - LS 18

PLANNING, COMMUNITY SERVICES, & DEVELOPMENT SERVICES

PLANNING AND ZONING:

A. NEW PENDING PUBLIC HEARING(S)

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

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

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

5. **Hotel (at Port Hotel and Marina)** – PB24-0011 – 1508 SE Kings Bay Dr. – Proposed 85,500 sf (85-room) hotel. This permit has been issued, and construction has commenced.
6. **Jimmy's Fish Camp Seafood Restaurant** – PB23-0019 – 300 S Hwy 19 – A new restaurant (16,781 sf) and outdoor deck (1,707 sf). The Building Permit has been approved and is ready to be issued. The Developer will use a private provider for building plan review and inspections.
7. **Microtel** – PZ24-0041 –1030 NE 5th St – A preliminary review of a civil site plan was requested for a new 103 room hotel (10,160 sq. ft.) This application is currently under review.
8. **Aldi Grocery Store –** PB24-0174 – 1651 SE US Hwy 19 – A Building Permit Application at the current Winn Dixie to demise the existing store into two separate spaces with one becoming an Aldi Grocery Store (26,355 square feet) and the remaining left vacant. This permit was issued, and the opening is scheduled to occur mid-June.
9. **Magnolia Creek – New Commercial Center –** PZ24-0048 – 605 NW US Hwy 19 – A Site Development Permit for a new commercial center with two buildings totaling over 107,000 square feet. This permit has been issued.
10. **Marine Town Warehouse Addition –** PB24-0220 – 2061 NW US Hwy 19 – A 5,000 square foot warehouse addition to Marine Town. This permit has been issued.
11. **Crab Plant Deck and Pavilion –** PB25-0059 – 201 NW 5th Street – A Building Permit for a 2-story deck and a covered pavilion at the Crab Plant Restaurant. This permit has been issued.
12. **Amanda Z Art Studio –** PB25-0171 – 215 NE 3rd Street – A Building Permit for an elevated art studio. This permit is currently under review.

BUSINESS TAX RECEIPTS:

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

BUILDING DEPARTMENT:

PERMITS ISSUED:

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

INSPECTIONS:

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

CODE ENFORCEMENT:

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

* Further details are listed in the full departmental reports.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 6.C.**

Requested Motion: Motion to approve the setting of two City Council Workshops to be held June 23rd, 2025, at 1:00 p.m. to discuss Phase I (Design and Permitting) of the Crystal River Government Center Project (City Hall) and July 14th, 2025, at 3:00 p.m. to discuss the city's fee schedule

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Summary:

Workshop 1: June 23, 2025, at 1:00 p.m.
This workshop will focus on Phase I – Design and Permitting of the new City Hall. Council will meet with Monarch Design Group. The purpose of this workshop is to review initial concepts and obtain Council consensus to allow Monarch to proceed with design efforts.

Workshop 2: July 14, 2025, at 3:00 p.m.
The second workshop will address the City's fee schedule. Council will review the current schedule, evaluate its alignment with operational needs, and consider potential updates to ensure it remains fair, competitive, and financially sustainable.

Staff Recommendation:
Approval of the setting of two City Council Workshops to be held June 23rd, 2025, at 1:00 p.m. to discuss Phase I (Design and Permitting) of the Crystal River Government Center Project (City Hall) and July 14th, 2025, at 3:00 p.m. to discuss the city's fee schedule

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ATTACHMENTS:
Description
Public notice- City Hall Design 6-23-25.docx
Public notice- City's fee schedule 7-14-25.docx

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN by the City Council of the City of Crystal River, Florida that a **Workshop** will be held to discuss Phase I (Design and Permitting) of the Crystal River Government Center Project (City Hall) on **Monday, June 23, 2025 @ 1:00 p.m.** in Damron Conference Room (Temporary Council Chamber) at 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.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN by the City Council of the City of Crystal River, Florida that a **Workshop** will be held to discuss the city's fee schedule on **Monday, July 14, 2025 @ 3:00 p.m.** in Damron Conference Room (Temporary Council Chamber) at 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: June 9, 2025 **Agenda Item Number: 7.A.**

Requested Motion:

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

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

Staff Recommendation:

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

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

ATTACHMENTS:
Description
Staff Report
PowerPoint
25-O-06
Application

CITY OF CRYSTAL RIVER

STAFF REPORT

Growth Management Department

MEETING DATE:	May 1, 2025	
JOINT APPLICATION NO. PCA25-0001/PZM25-0001 **RIF 304, LLC – Future Land Use and Zoning Amendment**		
PROPOSED AMENDMENTS:	**COMPREHENSIVE PLAN**	Small-Scale Comprehensive Plan Amendment to the Future Land Use Map to change 7.44 acres +/- from Conservation to Urban Center
	ZONING MAP	Amendment to the Official Zoning Map to change 7.44 acres +/- from Conservation to Urban Center 1
SUBJECT PROPERTY:	A portion of Section 34, Township 18S, Range 17E and Section 3, Township 19S, Range 17E; specifically, a portion of Parcel ID 17E18S34 22200 (Altkey: 1102138) and a portion of Parcel ID 17E19S03 10000 (Altkey: 1113512); addressed as a portion of 77 South Suncoast Blvd and 61 South Suncoast Blvd, Crystal River. A complete legal description of the property is on file with the Growth Management Department.	
PROPERTY OWNER:	RIF 304, LLC	
LAST OCCUPANT:	Vacant	
ACREAGE:	The portion included with this application is approximately 7.44 acres	
FLOOD ZONE:	According to the FEMA Flood Insurance Rate Map (FIRM), the subject property is in Flood Zone AE with a Base Flood Elevation (BFE) of 10.00 feet, as found on FIRM Panel Number 12017C0302E. (Effective date: January 15, 2021).	
SURROUNDING AREA:	**North** – National Guard Armory & Crystal River Airport, Special Districts Future Land Use and Institutional/Utilities Zone. **South** – Vacant land, Urban Center and Conservation Future Land Use and Conservation and Urban Center 1 Zone. **East** – Vacant land, Conservation and Urban Center Future Land Use and Conservation and Urban Center 1 Zone. **West** – Across South Suncoast Blvd - Home Depot, Urban Center Future Land Use and Urban Center 1 Zone,	
PREPARED BY:	Carly Hanson and Heather Lacey, Growth Management Department	

BACKGROUND INFORMATION:

These applications are brought forward by RIF 304, LLC to amend the Future Land Use Category and Zoning District for a 7.44 acre +/- portion of two (2) vacant parcels located near the southeastern corner of South Suncoast Blvd (also known as US Highway 19) and West Venable Street. The applicant wishes to redesignate the land use and zoning for a portion of the parcels for future retail development. No development plan is proposed as part of this request.

ANALYSIS:

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

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

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

FAR – Floor-to-Area Ratio
*Intensity is limited to structures that are ancillary and serve a park, public amenity, open space, or similar. Examples include restrooms, visitor centers, or educational buildings.
Source: Crystal River Comprehensive Plan, Future Land Use Element

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

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

Zoning District:	From Existing: Conservation	To Proposed: Urban Center 1
Allowable Uses:	Protection and/or preservation of natural resources, recreation, and limited residential use	Various residential, institutional, retail, service, office, amusement uses and conditional light industrial uses
Max Density:	N/A	16 units per acre
Max Lot Coverage:	10%	90%
Max FAR:	0.25	3.0
Max Height:	N/A	65’ Top Plate 75’ To Ridge

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

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

INFRASTRUCTURE:

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

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

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

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

ENVIRONMENTAL FACTORS:

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

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

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

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

Future Land Use Element:

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

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

POLICIES:

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

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

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

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

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

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

POLICIES:

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

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

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

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

Staff Comment: Based on information provided by Kimley Horn and the applicant, the portion of this site included with this application has previously been permitted for wetland impacts and mitigation by Citrus County for the purpose of clearing trees for the airport's runway protection zone. While the City will continue to implement regulations for the protection of trees and environmentally sensitive lands consistent with the Comprehensive Plan, Community Development Code, and other state and regional agencies, the property could be amended to a Commercial designation without concerns of incompatibility with the proposed and surrounding adjacent uses. This development will be required to meet all requirements of the Community Development Code at the time of development order.

Conservation Element:

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

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

POLICIES:

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

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

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

d. New large scale commercial, highway commercial, or industrial development which occurs adjacent to Category I wetlands shall demonstrate that no significant adverse impact to the wetland will result, or that adequate mitigation/compensation will be provided to protect function and replace type for type, where such mitigation is allowable pursuant to this comprehensive plan.

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

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

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

SUMMARY OF PUBLIC COMMENTS:

Public comments have not been received as of the writing of this Staff Report.

FINDINGS:

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

The following findings of fact are presented:

1. The request is a Small-Scale Amendment of the Comprehensive Plan for a 7.44acre +/- portion of two (2) parcels to change the Future Land Use Map's designation from Conservation to Urban Center.
2. The request is an amendment of the City of Crystal River Official Zoning Map for a 7.44-acre +/- portion of two (2) parcels to change from the Conservation Zone to the Urban Center 1 Zone.
3. Access to the subject property is supported by a state-maintained 4-lane Principal Arterial-Other URBAN roadway, South Suncoast Boulevard.
4. Adequate City public facilities are currently available to serve the subject area.
5. The request is found to be specifically consistent with Future Land Use Element Goal 1, Objective 1.1, Policies A, B, and C and Goal, Objective 2.1, Policies B, C, E, and H, and Conservation Element Goal 1 and the Policies of Objective 1.3.
6. The wetlands previously located on the subject property included in this application have been permitted for impact and mitigation through an Environmental Resource Permit issued by the Southwest Florida Water Management District under Permit Number 4276.019 for impacts and Permit Number 31543.030 for mitigation.
7. All other standards of the Crystal River Community Development Code will be applicable at the time of development order.

STAFF RECOMMENDATION:

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

PLANNING COMMISSION ACTION:

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

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

ATTACHMENTS:

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

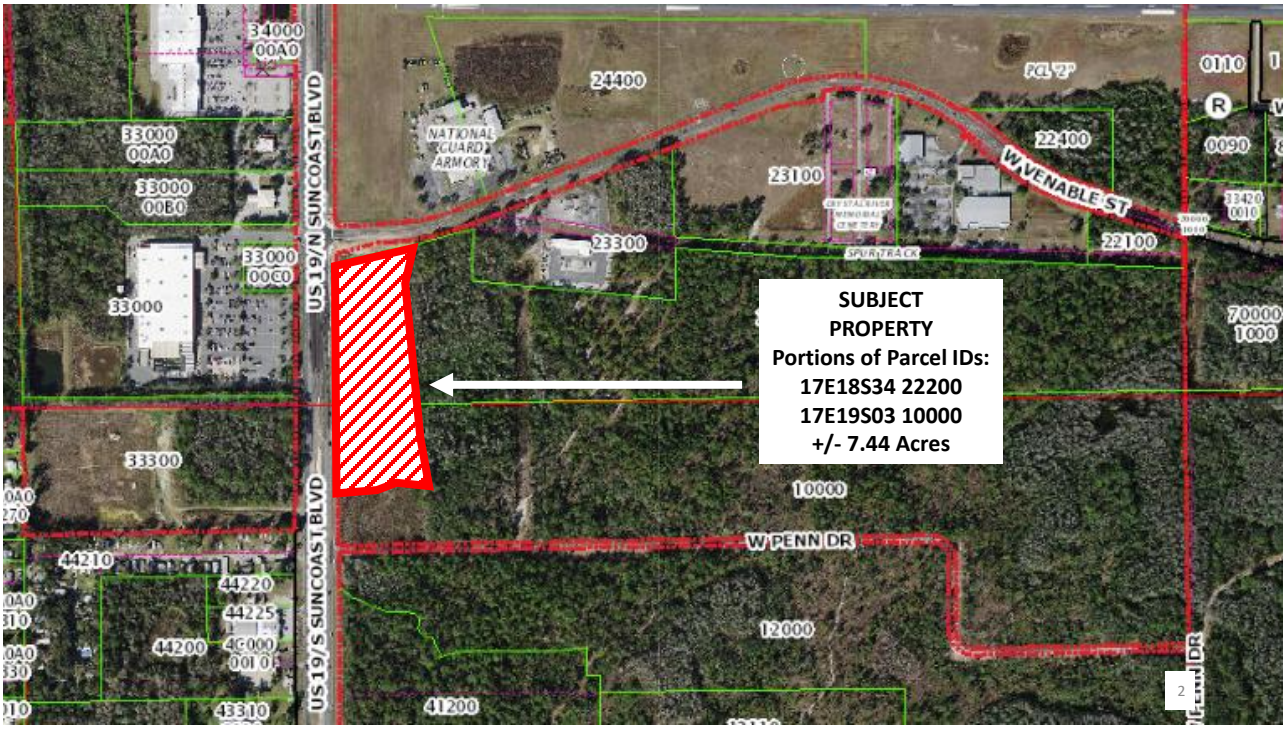
PCA25-0001 Future Land Use Amendment

PZM25-0001 Zoning Map Amendment

RIF 304, LLC

1

1



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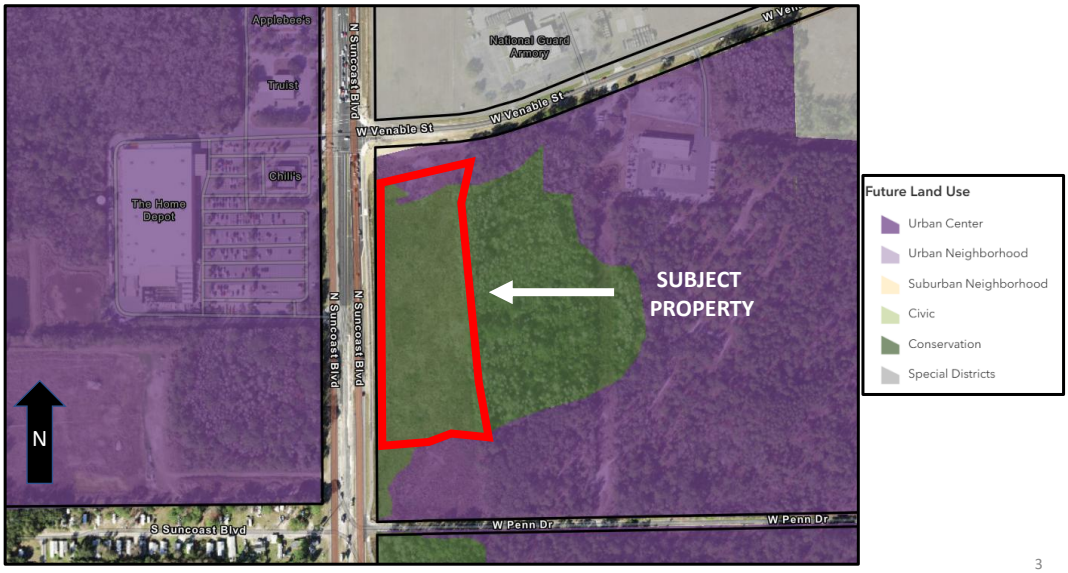
Crystal River Future Land Use Map Amendment
Existing Land Use Category
from Conservation



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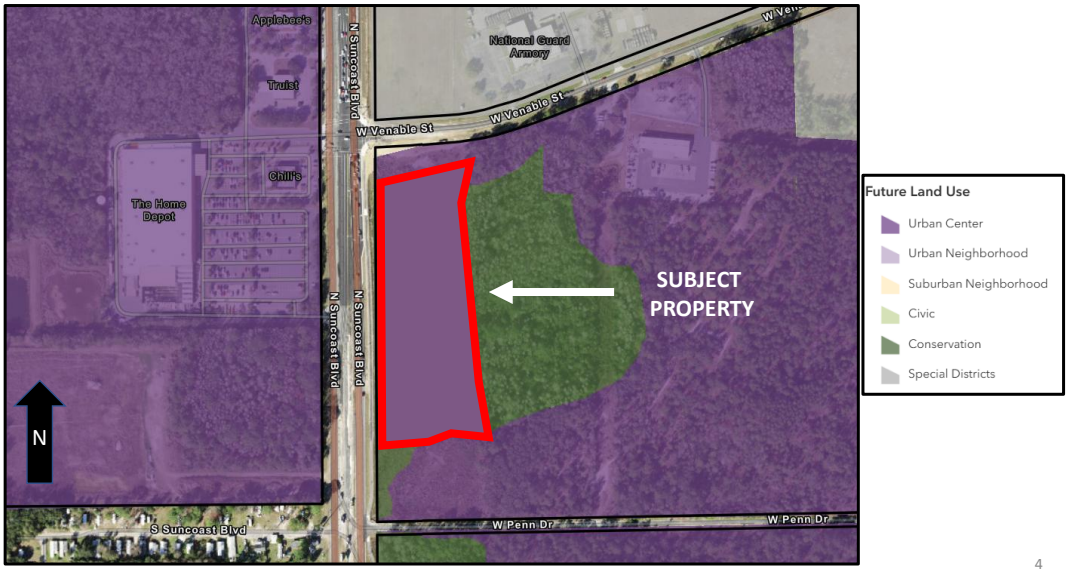
3

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



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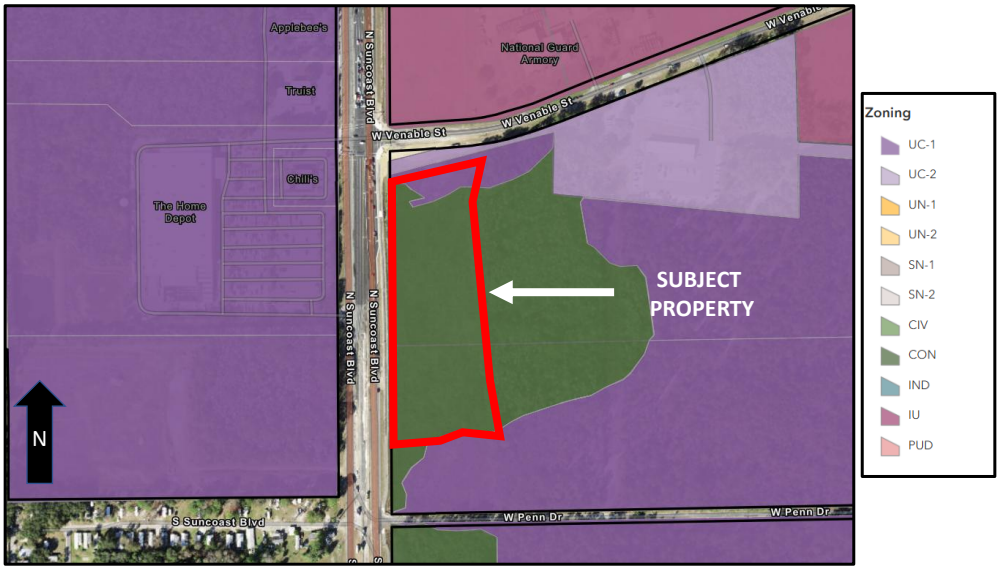
Crystal River Zoning Map Amendment
Existing Zoning District
from Conservation



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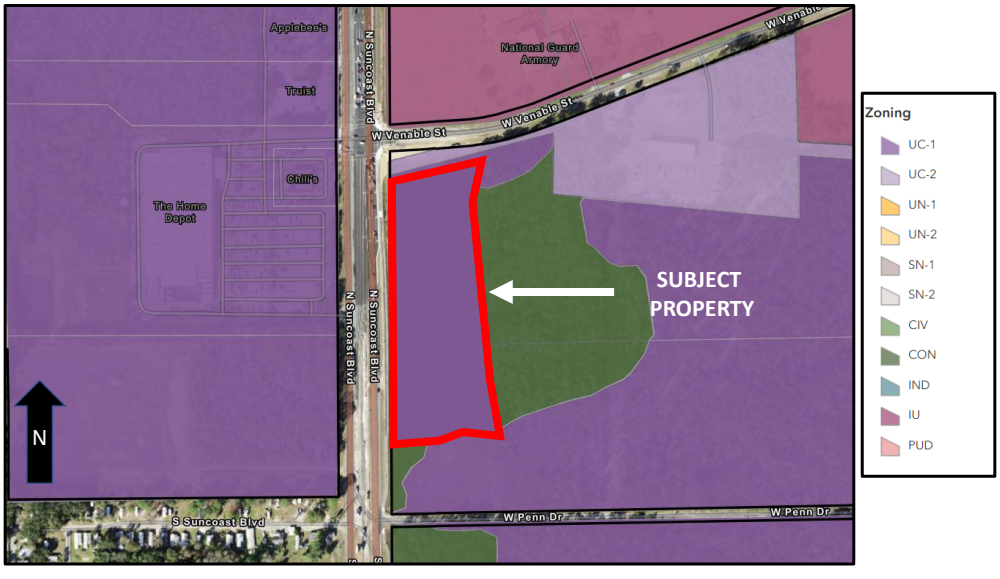
Crystal River Zoning Map Amendment
Proposed Zoning District
to Urban Center 1



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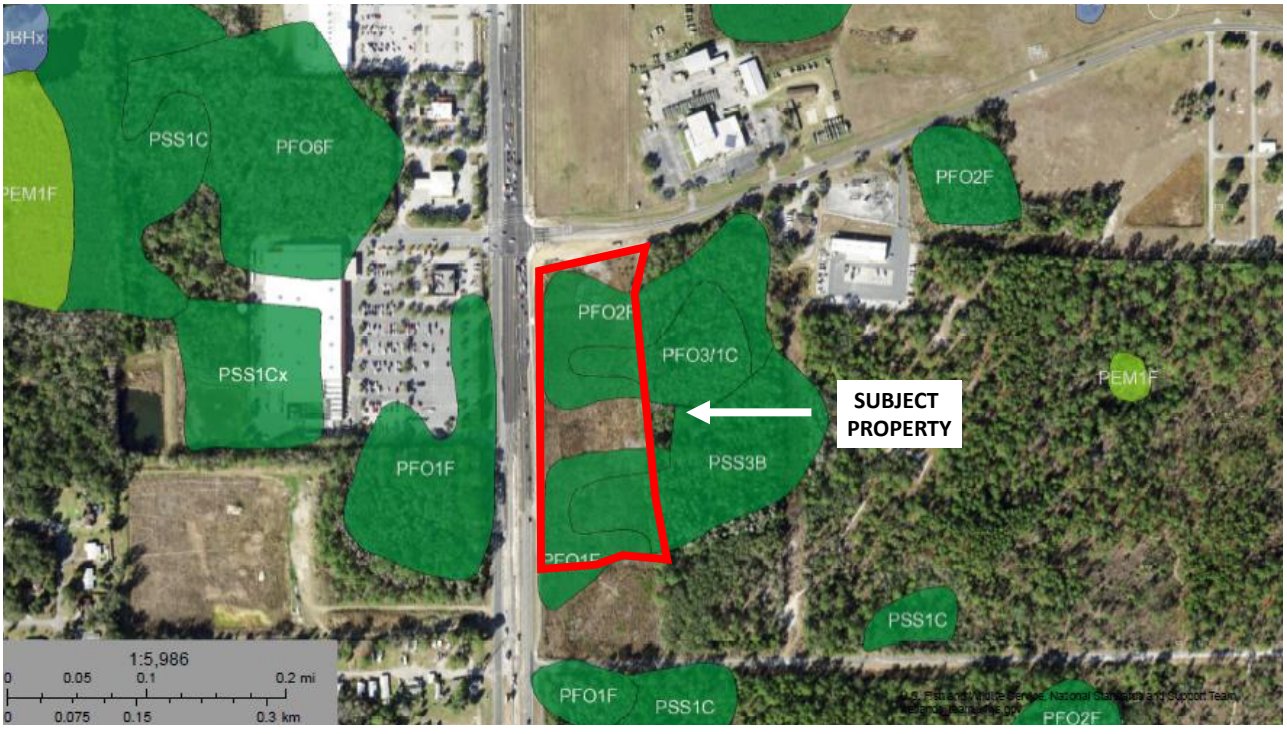
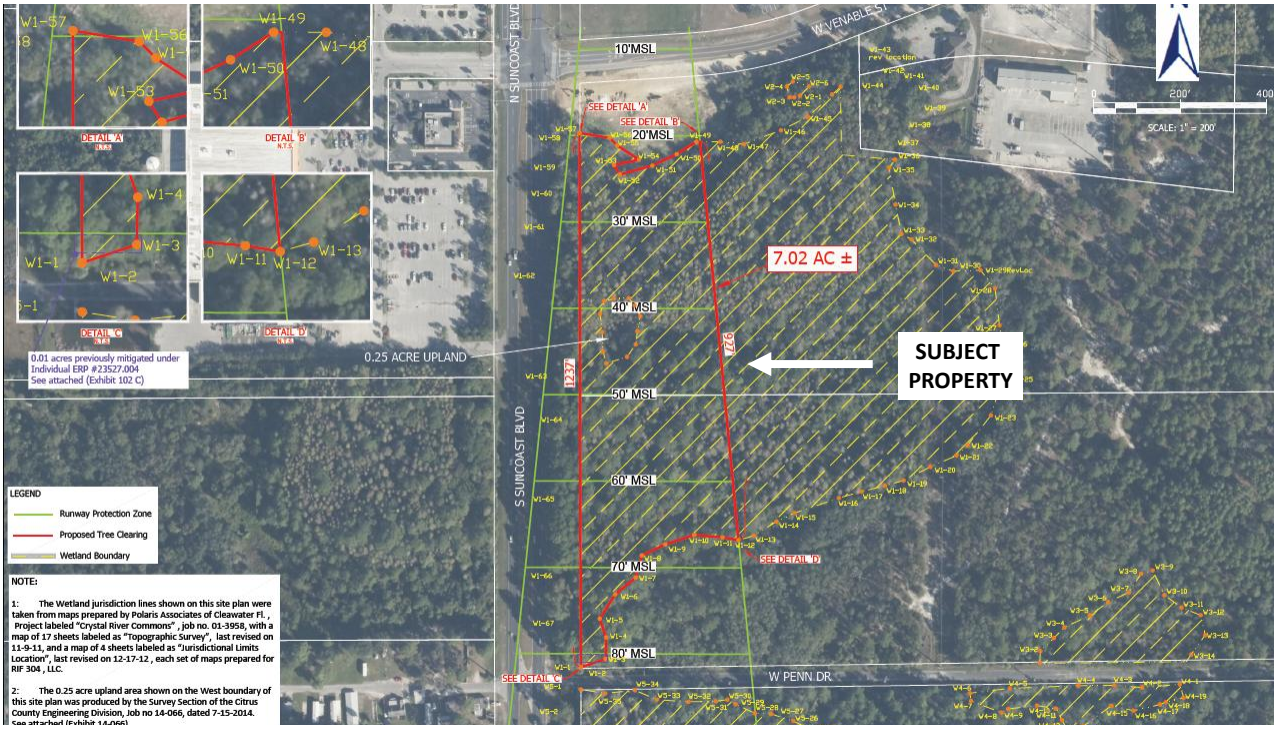
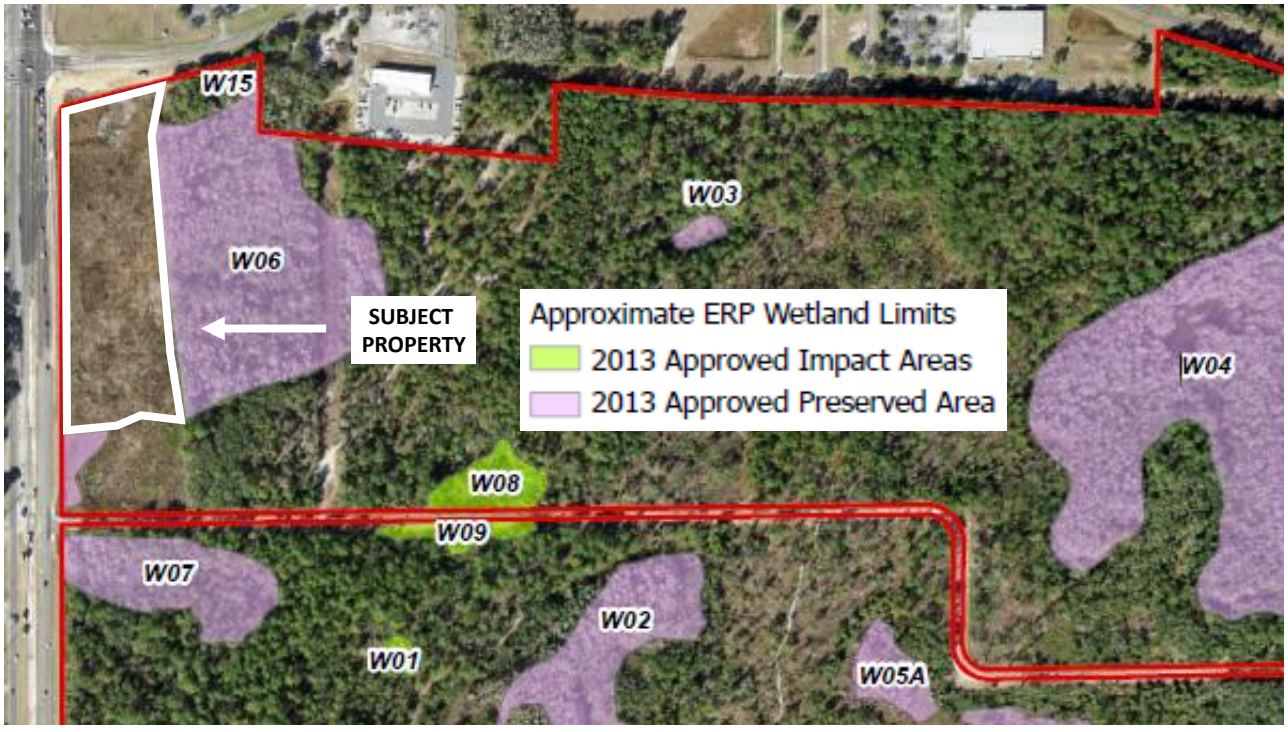
6


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

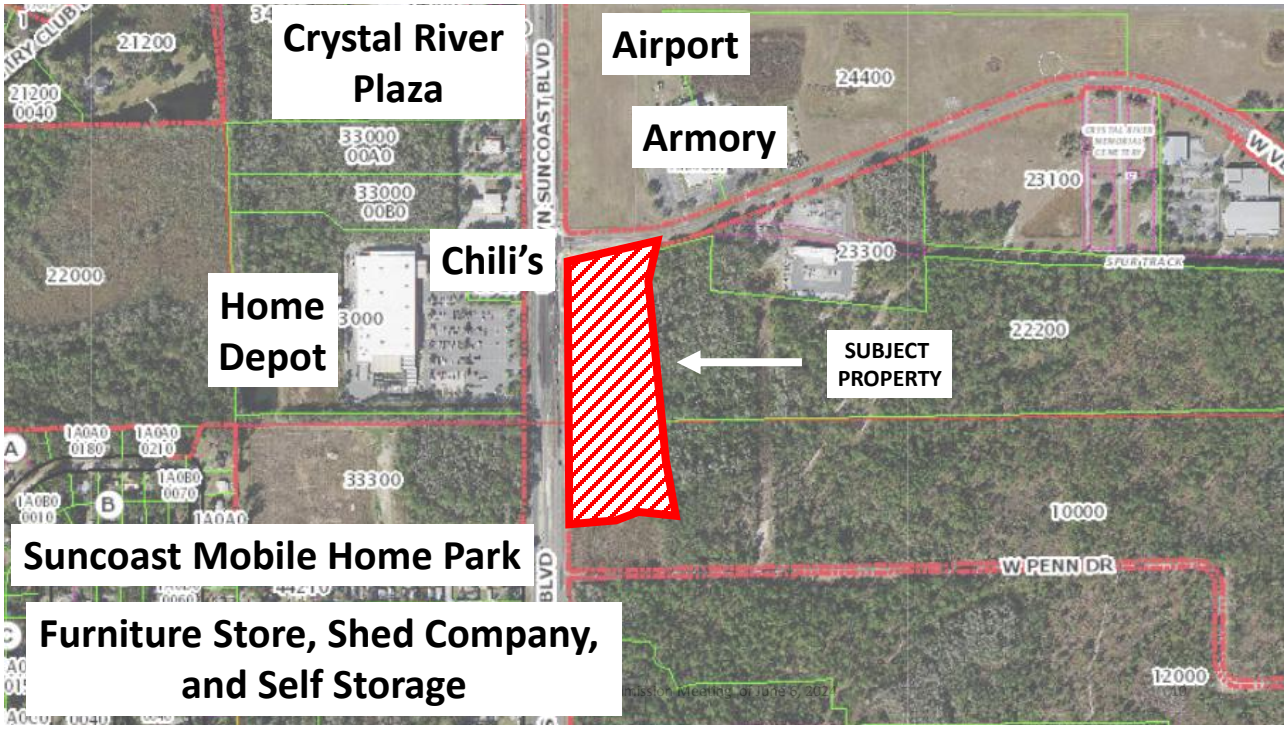
7


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

8


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

9


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

10



Subject Property was posted on April 15, 2025

11



Subject Property in 2023

12


From the Subject Site Looking Northwest

13


From the Subject Site Looking South

14

QUESTIONS?

PCA25-0001 Future Land Use Amendment

PZM25-0001 Zoning Map Amendment

RIF 304, LLC

15

ORDINANCE NO. 25-O-06

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

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

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

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

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

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

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

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

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

SECTION 1. PURPOSE

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

SECTION 2. AUTHORITY

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

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

SECTION 3. FUTURE LAND USE MAP AMENDED

APPLICATION NO. PCA25-0001 RIF 304, LLC

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

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

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

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

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE

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

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

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

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

ATTEST: **CITY OF CRYSTAL RIVER**

_____ _____

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

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

_____
Robert W. Batsel, Jr., City Attorney

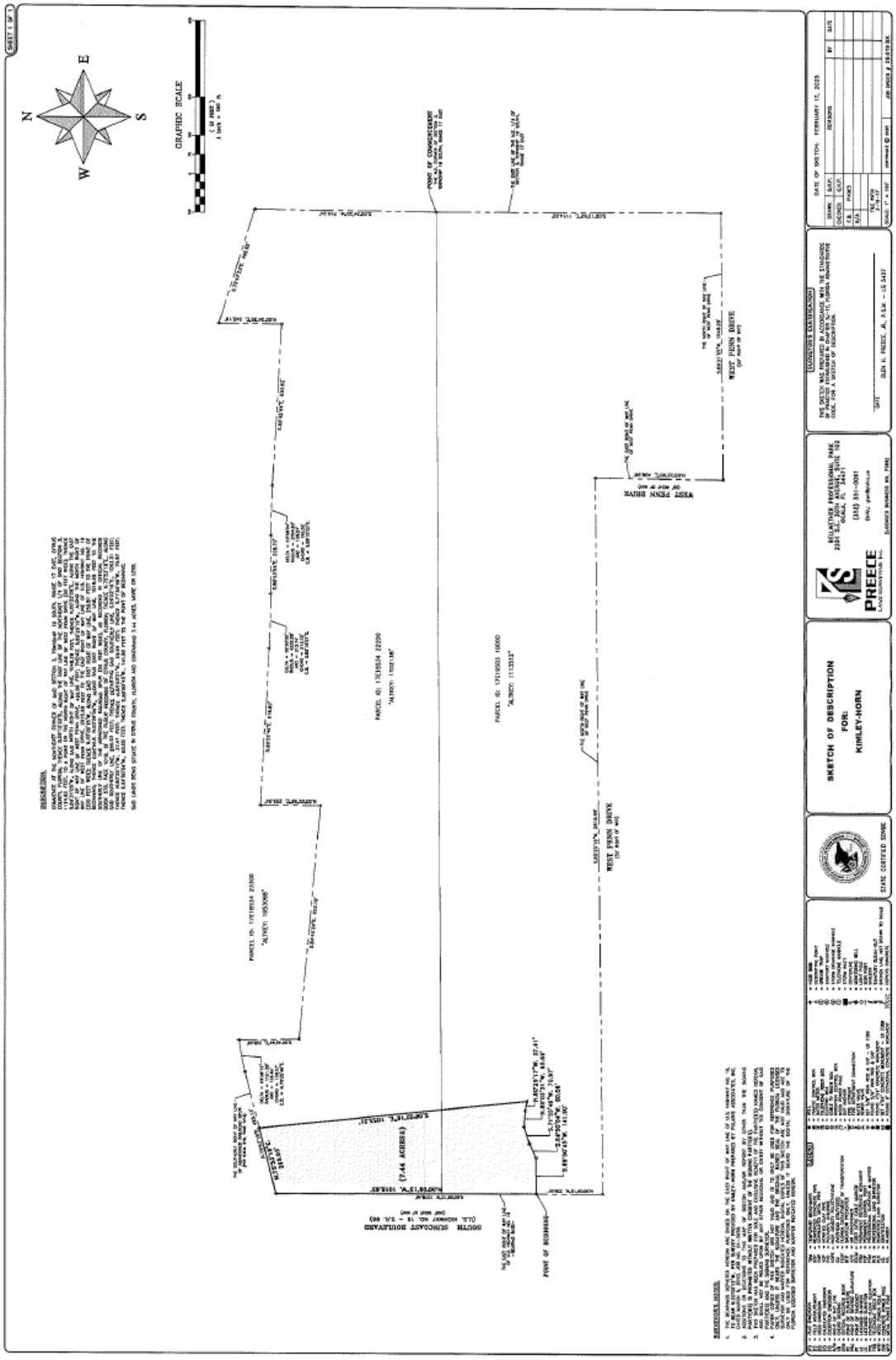
VOTE OF COUNCIL:

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

EXHIBIT "A"

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

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



PCA25-0001

City of Crystal River

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

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

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

Name of Petitioner(s): RIF 304, LLC

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

City Brooksville State FL Zip Code 34601

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

Email Address: dwj@djohnstonlaw.com

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

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

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

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

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

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

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

(check one)

_____ owner, or

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

Signature

29 S. Brooksville Ave
Address

352 796 5124
Phone Number

Brooksville FL 34601
City, State, Zip Code

State of Florida

County of Hernando

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

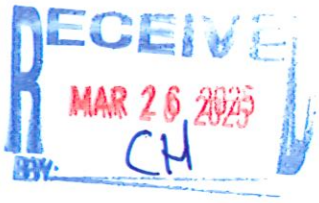
Janet Aikens
Notary Public

Commission No.: _____

Commission Expires: _____

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

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



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

DARRYL W. JOHNSTON

March 26, 2025

HAND DELIVERY

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

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

Dear Ms. Hansen:

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

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

Sincerely yours,

Darryl W. Johnston

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

LETTER OF AUTHORIZATION

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

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

Dear Ms. Hansen:

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

By: _____
Dan E. Bruce, as Manager

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

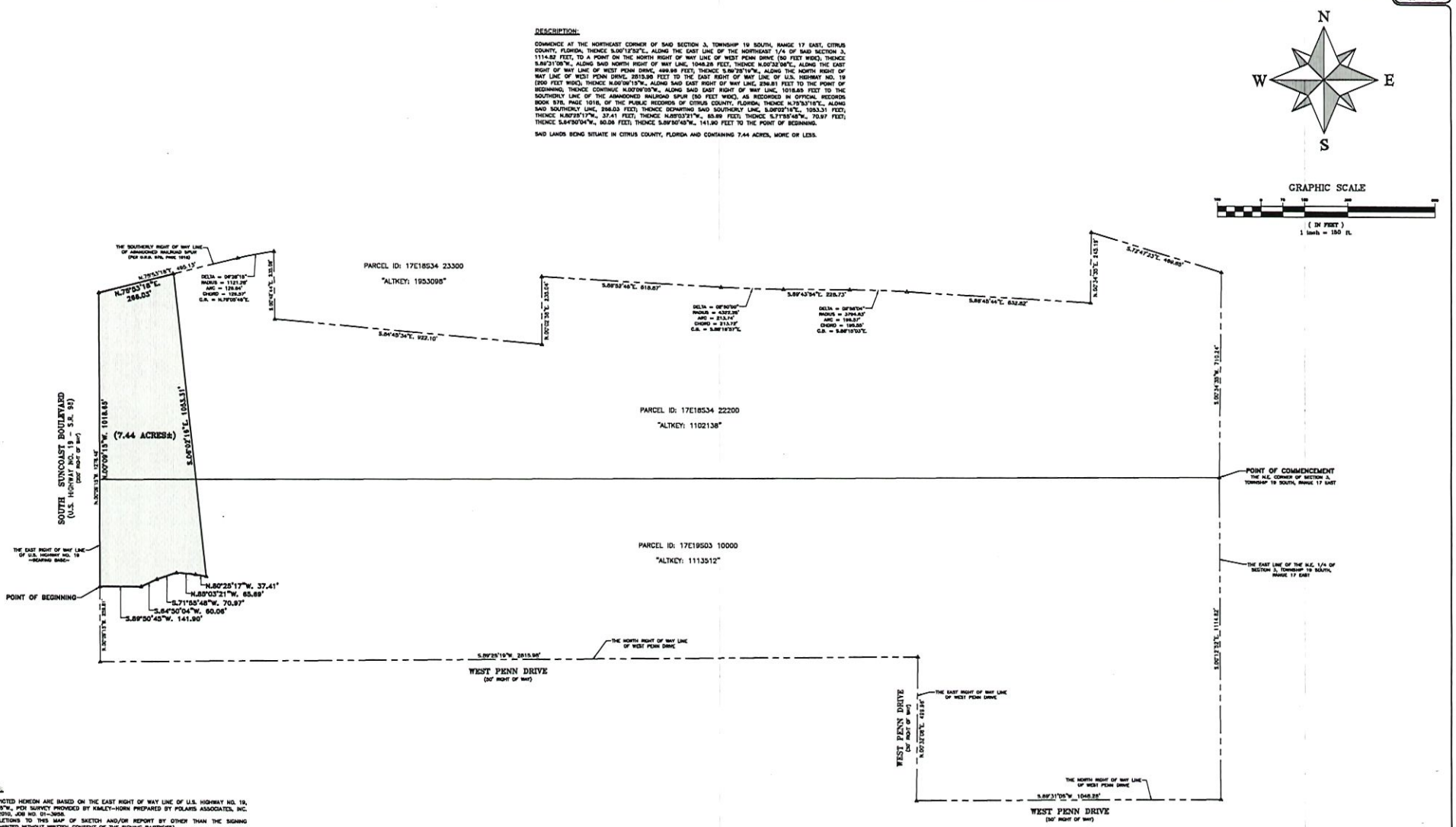
CHERYL R. WOOD NOTARY PUBLIC My Commission Expires 09/29/2031 SOUTH CAROLINA

_____
NOTARY PUBLIC

DESCRIPTION:

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

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



SURVEYOR'S NOTES:

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

(LEGEND)

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

STATE CERTIFIED SDVBE

SKETCH OF DESCRIPTION
FOR:
KIMLEY-HORN

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

SURVEYOR'S CERTIFICATION

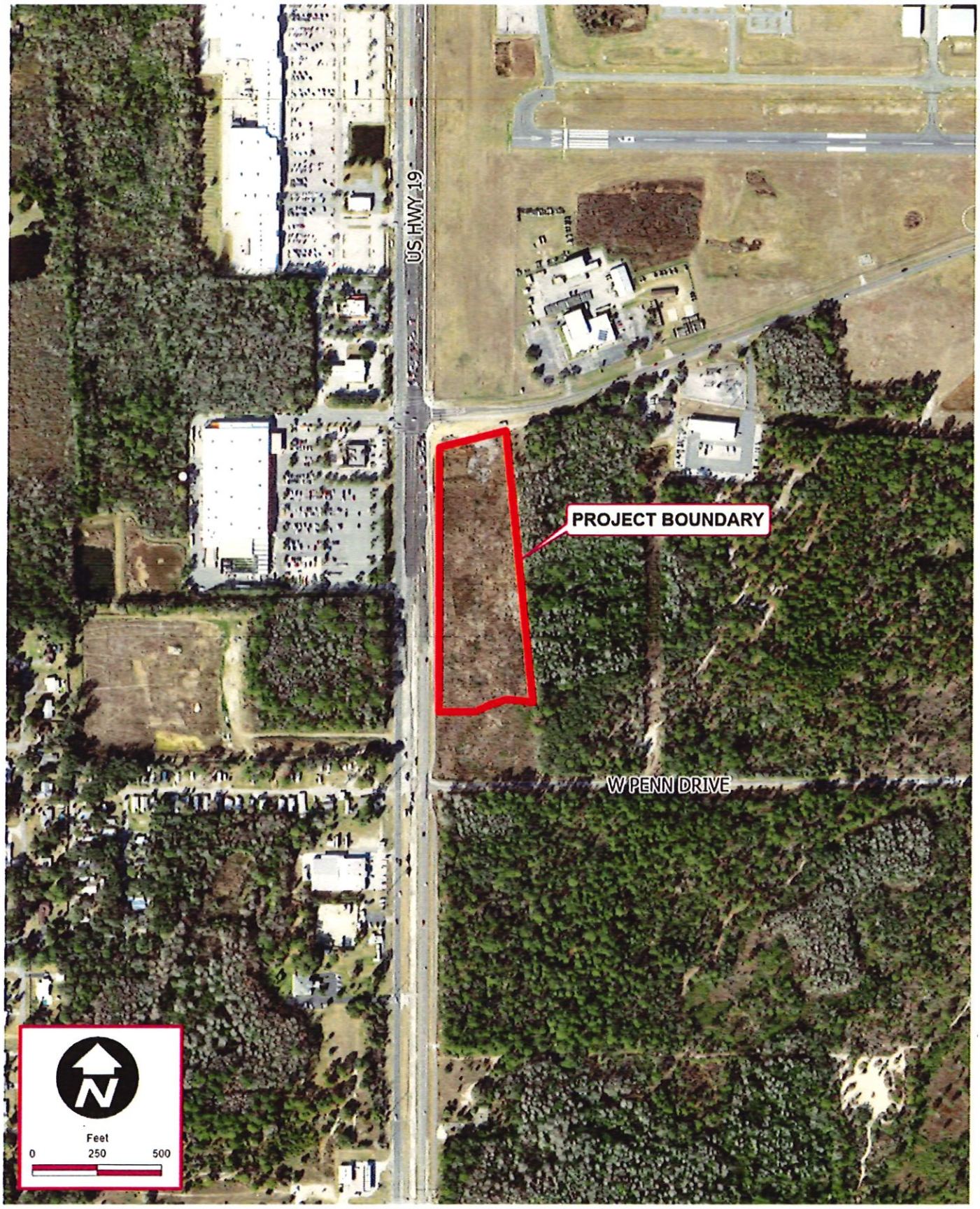
THIS SKETCH WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FOR A SKETCH OF DESCRIPTION.

DATE

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

DATE OF SKETCH: | FEBRUARY 17, 2025

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



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

Kimley»Horn

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

AERIAL MAP

CRYSTAL RIVER COMMONS PHASE I DUE DILIGENCE
CRYSTAL RIVER, FLORIDA

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

Kimley»Horn

Memorandum

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

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

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

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

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

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

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

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

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

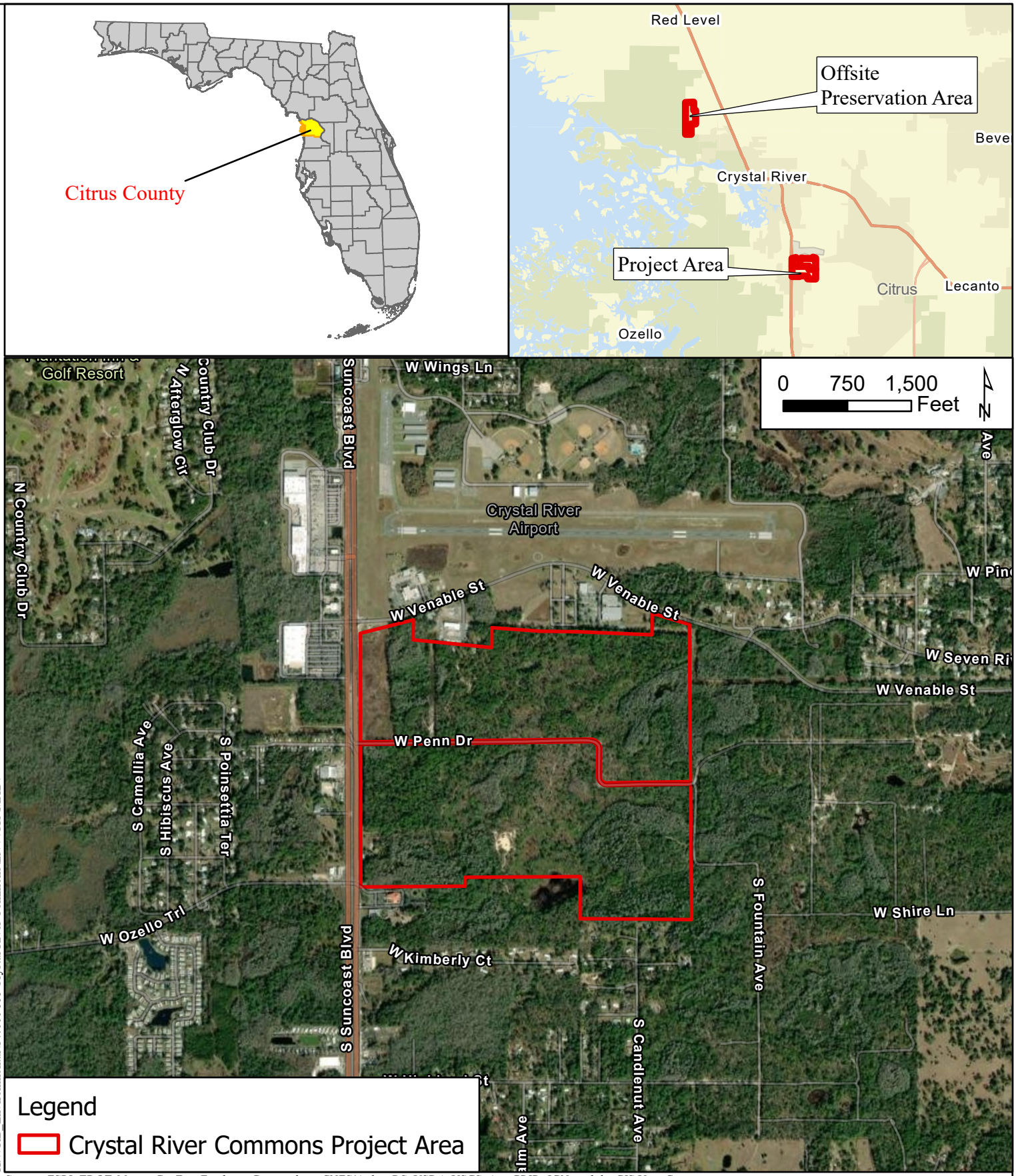
Please contact me at (772) 794-4037 or shelby.oenbrink@kimley-horn.com should you have any questions or comments regarding the attached submittal.
Sincerely,

Shelby Oenbrink
Senior Environmental Scientist

Table 1 – On-site Wetland Summary

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

Figures



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

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

Kimley»Horn

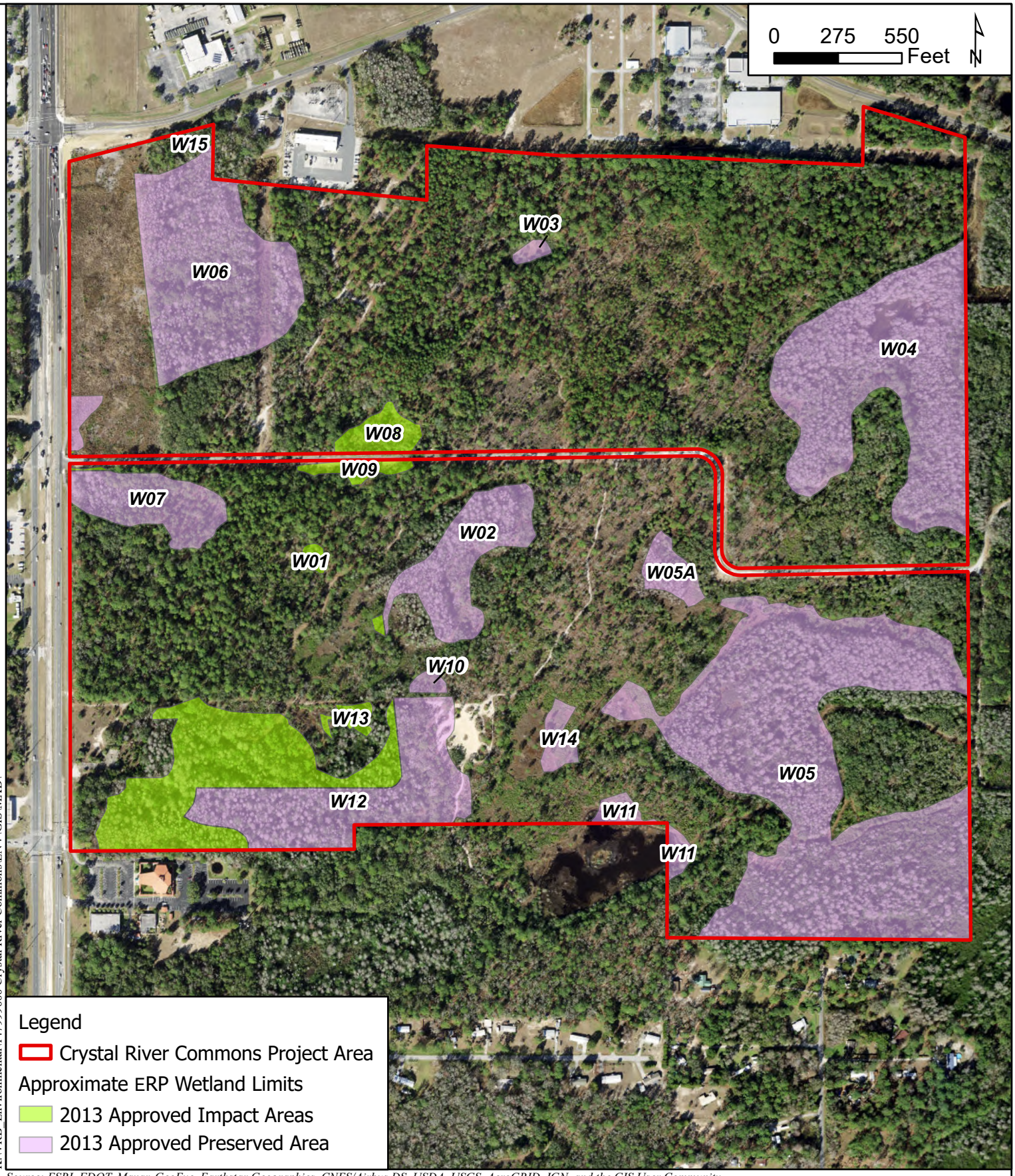
© 2024 Kimley-Horn and Associates, Inc.

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

Project Location Map

Crystal River Commons
Citrus County, Florida

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



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

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

Kimley»Horn

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

Wetland & Surface Water Location Map

Crystal River Commons
Citrus County, Florida

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

Appendix B – Historic Citrus County ERP

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

An Equal Opportunity Employer

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

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

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

November 30, 2015

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

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

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

Dear Permittee:

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

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

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

Sincerely,

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

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

An Equal Opportunity Employer

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

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

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

November 30, 2015

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

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

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

Dear Permittee:

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

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

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

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

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

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

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

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

Sincerely,

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

Enclosures: Approved Mitigation Bank Ledger
Notice of Rights

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

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

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

Credit Type: Non-Forested
Maximum Credits Available: 4.49

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

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

Notice of Rights

ADMINISTRATIVE HEARING

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

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

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

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

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

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

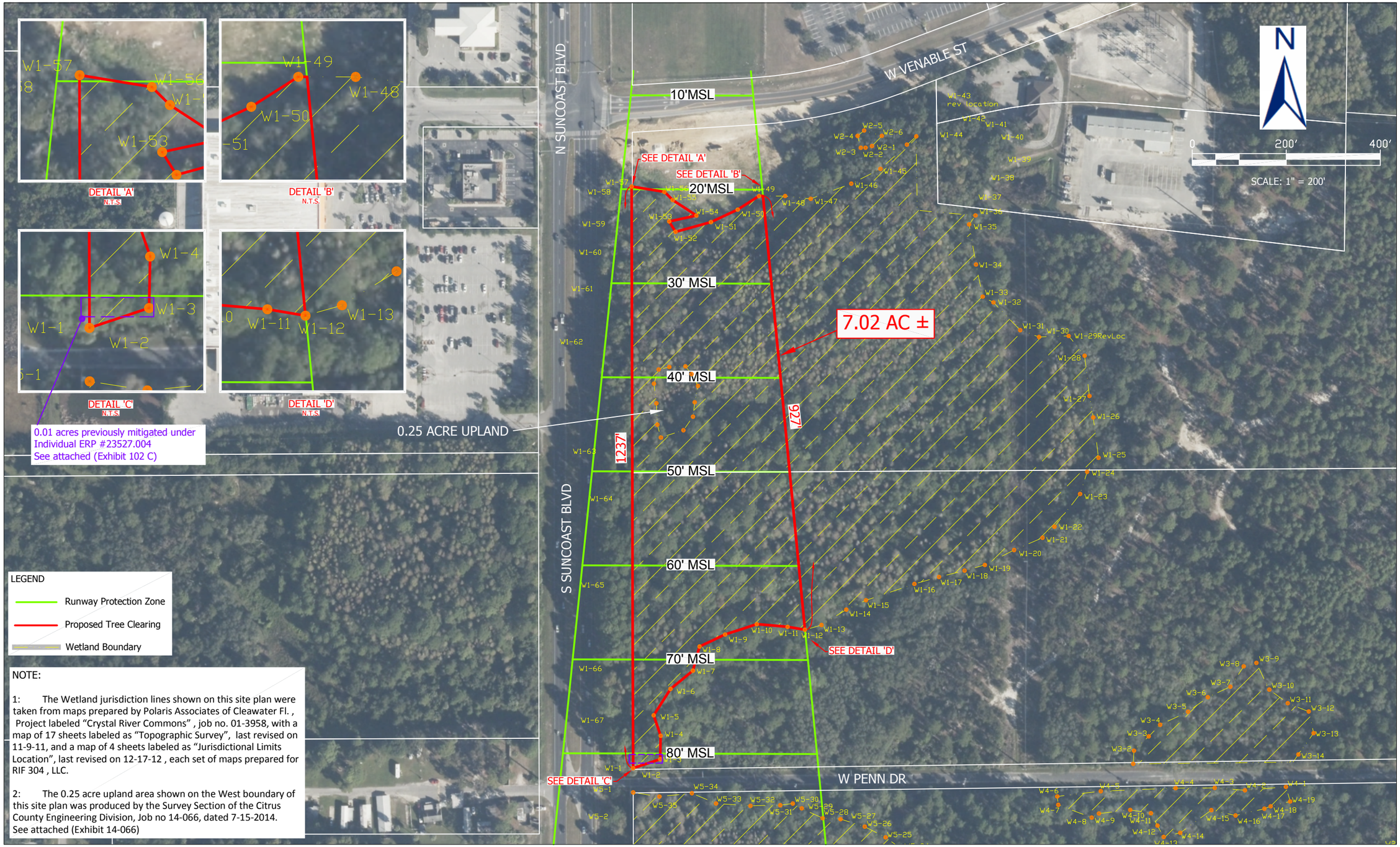
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District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

JUDICIAL REVIEW

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

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

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



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

CITRUS COUNTY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING

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

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

WETLAND TREE CLEARING
CRYSTAL RIVER RUNWAY
PROTECTION ZONE

SITE PLAN

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

SHT 1 OF 1

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 7.B.**

Requested Motion:

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

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

Staff Recommendation:

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

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

ATTACHMENTS:
Description
25-O-07
Application

ORDINANCE 25-O-07

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

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

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

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

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

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

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

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

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

SECTION 1. PURPOSE.

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

SECTION 2. AUTHORITY

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

SECTION 3. ZONING MAP AMENDMENT

APPLICATION NO. PZM25-0001 RIF 304, LLC

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

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

SECTION 4. REPEAL OF CONFLICTING ORDINANCES

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

SECTION 5. CODIFICATION/INSTRUCTIONS TO CODE CODIFIER/EXHIBITS

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

SECTION 6. SEVERABILITY

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

SECTION 7. EFFECTIVE DATE

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

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

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

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

ATTEST: **CITY OF CRYSTAL RIVER**

_____ _____

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

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

_____
Robert W. Batsel, Jr., City Attorney

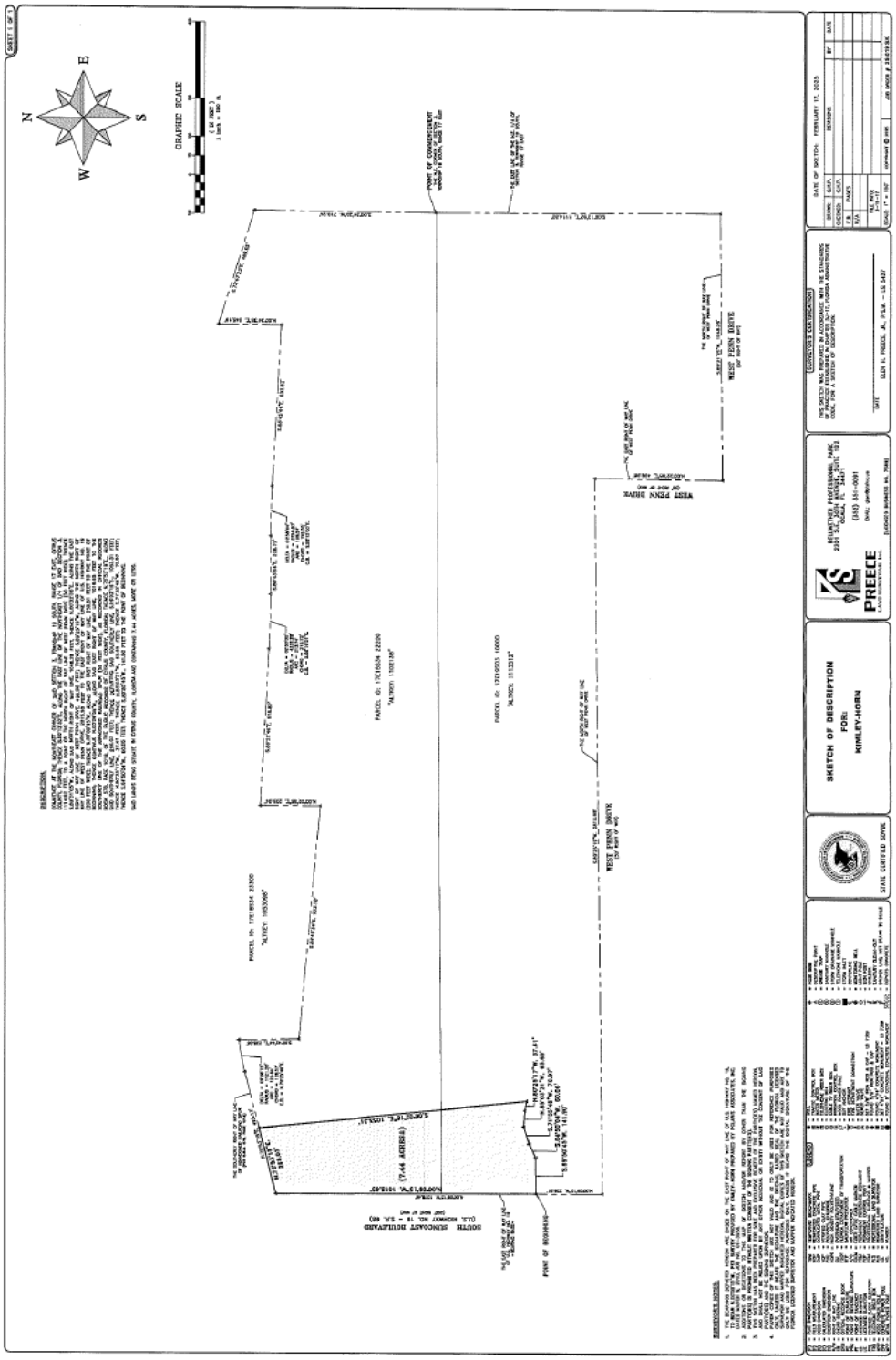
VOTE OF COUNCIL:

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

EXHIBIT "A"

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

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



PZM25-0001

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

REZONING APPLICATION

Applicant Information:

Name: RIF 304, LLC

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

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

Email Address: dwj@djohnstonlaw.com

Property Description:

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

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

Legal Description: See attached.

(or attachment)

Property Acreage: 7.4 acres Sq. ft.:

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

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

Requested Zoning Designation: UC-1

Reason for the Request: Want to construct retail plaza.

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

Additional Contact Information (other than Owner or Agent)

Name: Thomas Trexler

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

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

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

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

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

RECEIVED
MAR 26 2025
BY: CH

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

DARRYL W. JOHNSTON

March 26, 2025

HAND DELIVERY

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

Re: Rezoning Application
RIF 304, LLC

Dear Ms. Hansen:

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

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

Sincerely yours,

Darryl W. Johnston

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

LETTER OF AUTHORIZATION

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

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

Dear Ms. Hansen:

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

By: _____
Dan E. Bruce, as Manager

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

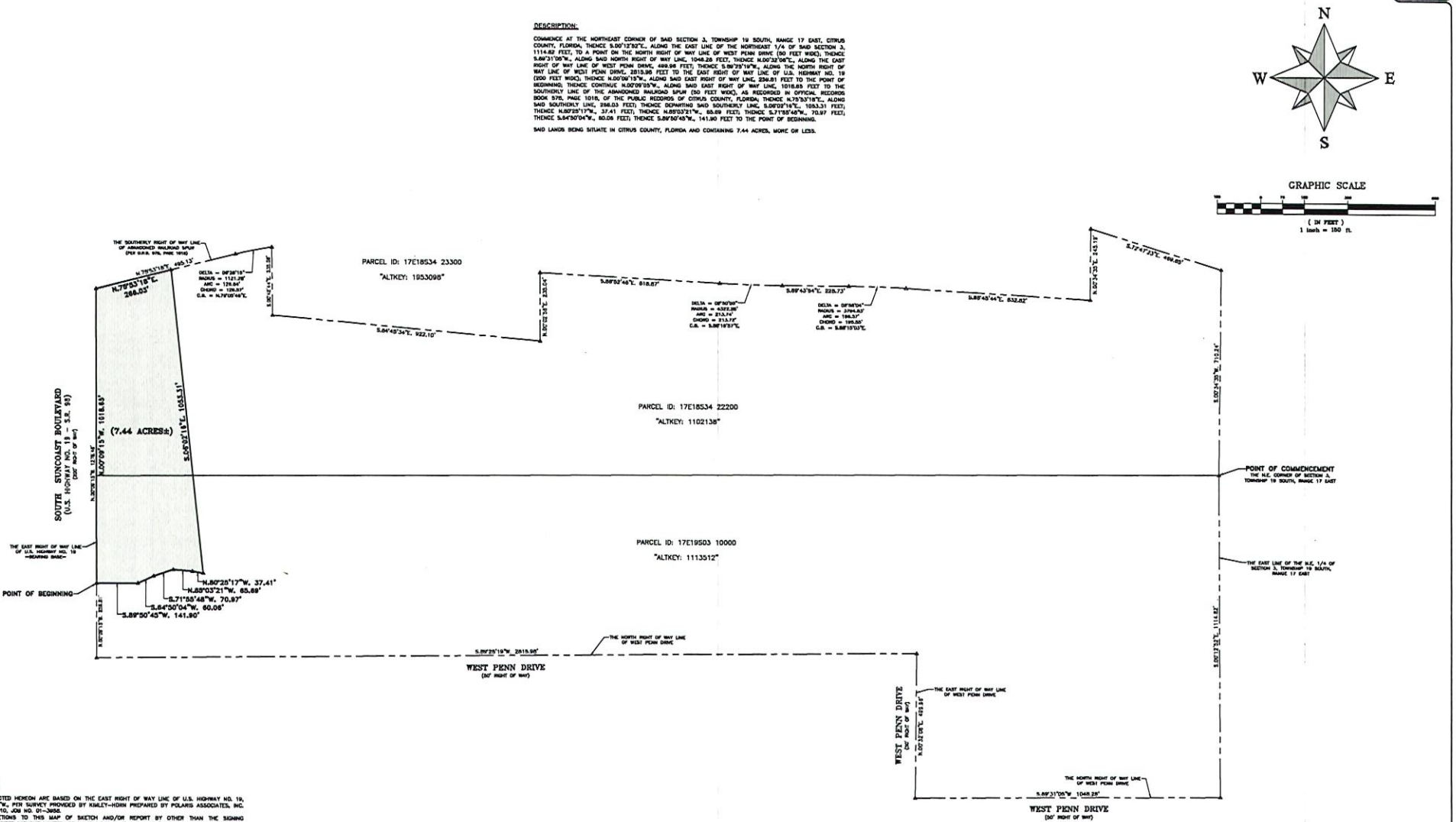
CHERYL R. WOOD NOTARY PUBLIC My Commission Expires 09/29/2031 SOUTH CAROLINA

_____
NOTARY PUBLIC

DESCRIPTION:

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

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



SURVEYOR'S NOTES:

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

LEGEND

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

STATE CERTIFIED SDVBE

SKETCH OF DESCRIPTION
FOR:
KIMLEY-HORN

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

SURVEYOR'S CERTIFICATION

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

DATE

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

DATE OF SKETCH: FEBRUARY 17, 2025

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

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

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

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

Requested Motion: Riverwalk update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

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

Requested Motion: 579 US Highway 19, LLC Update

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 10.A.**

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

Summary:

The City previously utilized a cooperative purchasing agreement with Citrus County for Disaster Debris Management and Removal Services, however, Citrus County is currently going through the procurement process for these services. The City has since opted to solicit its own vendors, with the issuance of Invitation to Bid (ITB) No. 25-B-03. The procurement document developed by staff was modeled after the South Florida Purchasing Consortium's debris hauling ITB.

Responses were received from a total of 8 vendors: DRC Emergency Services, Ceres Environmental Services, Rapid Response Disaster Service, Aftermath Disaster Recovery, CTC Disaster Response, Inc., Dynamic, Grubbs Emergency Services LLC., and SMG, Inc.

Proposals were evaluated based on a number of criteria including total bid package pricing, unit pricing based on cubic yardage actually incurred for Hurricanes Helene and Milton for vegetative debris, construction and demolition debris, and the disposal of both. Based on staff review and bid tabulation, the City recommends awarding contracts to the top two ranked firms, as the City may award multiple contractors (primary and secondary), as available:

- CTC Disaster Response, Inc. (Primary)
- Aftermath Disaster Recovery (Secondary)

Upon City Council approval, staff will issue a Notice of Award to each of the vendors and move forward with finalization of the associated service agreements. The results of the bid tabulation have been included for reference, as well as the draft agreement template (pending legal review).

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

ATTACHMENTS:
Description
Results of Bid Tabulation 25-B-03.pdf
CTC and Aftermath agreement.docx

Results of Bid Tabulation

Bid 25-B-03 Disaster Debris Management and Disposal Services

Name of Company	Rate Tally	Quantity *	Total Bid	Final Ranking
DRC Emergency Service	$ 12,554.69	$ 253,068.05	$ 265,622.74	4
Ceres Environmental Service	$ 8,930.22	$ 265,355.69	$ 274,285.91	5
Rapid Response Disaster Service	$ 12,681.50	$ 224,189.65	$ 236,871.15	3
Aftermath Disaster Recovery	$ 10,918.70	$ 205,355.85	$ 216,274.55	2
CTC Disaster Response, Inc	$ 7,369.24	$ 189,542.43	$ 196,911.67	1
Dynamic	$ 8,220.40	$ 364,164.31	$ 372,384.71	8
Grubbs Emergency Services LLC.	$ 5,402.00	$ 288,292.00	$ 293,694.00	6
SMG, INC	$ 9,189.60	$ 298,657.10	$ 307,846.70	7

* Based on cubic yardage actually incurred for Hurricanes Helene and Milton

AGREEMENT BETWEEN THE CITY OF CRYSTAL RIVER AND _____

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made in duplicate, this ____day of _____, 2025, by and between the **CITY OF CRYSTAL RIVER** , Florida, (hereinafter referred to as "City"), and _____ a foreign limited liability company authorized to conduct business in Florida (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City is in need of a Contractor to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event, including but not limited to, hurricanes, tornadoes, windstorms, floods, and fires, or manmade disaster(s) such as civil unrest and terrorist attacks ("Services"); and

WHEREAS, the City issued an Invitation to Bid ("ITB") No. 25-B-03, entitled "Disaster Debris Management and Disposal Services,"

WHEREAS, upon evaluation, Contractor was determined to have submitted the highest ranked responsible and responsive bid, and was selected as the primary Contractor; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the City wishes to enter into this Agreement with Contractor to provide the Services to the City, as primary Contractor, subject to the terms and conditions set forth herein and in the Contract Documents; and

NOW THEREFORE, in consideration of the promises and the mutual covenants herein name, the parties agree as follows:

1. **RECITALS.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

2. **THE CONTRACT DOCUMENTS.**

In the event of any conflict between or among the Contract Documents, or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Agreement.
B. Second, Invitation to Bid No. 25-B-03, "Disaster Debris Management and Disposal Services."
C. Third, Contractor's response to the ITB.

3. **SERVICES**. Contractor agrees to provide disaster debris management and disposal services as the primary Contractor, as more particularly set forth in the Contract Documents, including but not limited to, providing all expertise, personnel, materials, transportation, supervision, and all other services to rapidly respond to volumes of wide-scale debris. Activities shall include, but are not limited to, removing, processing, and lawfully disposing of disaster generated debris from public property and public rights-of-way in response to an emergency event.

Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the Stafford Act, and any other governmental agency with jurisdiction over response and recovery actions, including the City's requirements. Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

The City shall issue an official Notice to Proceed for the Services. The Notice to Proceed shall be sent by e-mail and followed by U.S. regular mail. Under no circumstances shall the City be liable for any Services rendered unless the written Notice to Proceed has been sent and received by the Contractor. Contractor must acknowledge receipt of the written Notice to Proceed. **Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed and be fully operational within seventy-two (72) hours.** If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours. The City may issue a Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to furnish all labor and material in a good and workmanlike and professional manner to perform the Services. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements, and persons. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

In the event the Contractor fails to complete the Services pursuant to the terms of this Agreement and City must undertake the completion of performance of Services, Contractor agrees to indemnify

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the City for all costs incurred with respect to the completion of those Services and any damages the City may suffer as a result of the Contractor's failure to perform the Services.

4. **TERM.** Subject to the City's ability to terminate the Agreement in accordance with Section 9 hereunder, the term of this Agreement shall begin upon execution of this Agreement by both Parties, and shall remain in effect for an initial three (3) year term. The City, at its sole option and discretion, may renew the Agreement for one (1) additional two (2) year term, for a total of five (5) years. In the event services are scheduled to end due to the expiration of this Agreement, Contractor shall continue the Services upon the request of the City. This extension period shall not extend for more than ninety (90) days beyond the expiration date of the Agreement.

Payment will be made only for work completed to the satisfaction of the City. The terms of Sections 16 and 20 entitled "Indemnification and Waiver of Liability," and "Compliance with Law," respectively, shall survive termination of this Agreement.

5. **COMPENSATION.** Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with the Contract Documents, with a not to exceed amount of One Hundred Thousand Dollars and No Cents ($100,000.00} per disaster unless otherwise amended in writing. Should the Contractor exceed the not to exceed amount, it does so at its own risk and cost. Contractor acknowledges that no payments will be made or due from the City unless Contractor is specifically engaged by the City for a specific disaster. **Actual work issued under the Agreement will be in the form of Task Orders with a not-to-exceed amount.**

A. Disbursements. There are no reimbursable expenses associated with this Agreement except for expenses approved by the City Manager. The City will not pay and/or reimburse any additional costs, including but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses.

B. Payment Schedule. Payment schedule shall be in accordance with the Contract Documents. **Invoice format and documentation should be acceptable for FEMA reimbursement.**

C. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. If the City should not appropriate or otherwise make available funds sufficient to purchase the Services procured pursuant to this Agreement, the City may unilaterally terminate any and all contractual or other obligations herein without any further liability or penalty upon twenty (20) days' notice to Contractor.

D. Final Invoice. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

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Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6. **INDEPENDENT CONTRACTOR RELATIONSHIP**. The Contractor is an independent contractor and shall be treated as such for all purposes. Nothing contained in this Agreement or any action of the parties shall be construed to constitute or to render the Contractor an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent contractor other than those obligations which have been or shall have been undertaken by the City. Contractor shall be responsible for any and all of its own expenses in performing its duties and Services as contemplated under this Agreement. The City shall not be responsible for any expense incurred by the Contractor. The City shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Contractor, other than those set forth in this Agreement. Contractor shall furnish its own transportation, office, and other supplies as it determines necessary in carrying out its duties and Services under this Agreement.

7. **OWNERSHIP OF DOCUMENTS.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties requires approval in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

8. **INSURANCE.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure, and maintain the following minimum insurance coverages to protect the City and Contractor against all loss, claims, damage, and liabilities caused by Contractor, its agents, or employees, as indicated below:

A. Comprehensive General Liability with minimum limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, with the City of Crystal River named as an Additional Insured, along with a Waiver of Subrogation for the benefit of the City of Crystal River. Coverage to be provided on a Primary and Non-contributory format. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. Premises and Operation
2. Workers Compensation (Statutory)
3. Independent Contractors

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4. Products and/or Completed Operations Hazard
5. Broad Form Property Damage
6. Broad Form Contractual Coverage applicable to this specific Contract
7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
8. Professional Liability (Errors and Omissions)

B. Excess Umbrella Liability with a minimum limit of Two Million Dollars ($2,000,000), over and above the Comprehensive General Liability, Business Automobile Liability and Employers' Liability limits and coverage forms indicated.

C. Management Professional Liability with a One Million Dollar ($1,000,000) minimum limit of liability.

D. Owned and Non-owned Business Automobile Liability with a minimum limit of One Million Dollars ($1,000,000). The City of Crystal River to be named as an Additional Insured with the benefit of a Waiver of Subrogation. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

   1. Owned Vehicles, if applicable;
   2. Hired and Non-Owned Vehicles;
   3. Employers' Non-Ownership.

   The City shall be named as an additional insured on the above-referenced policies.

E. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million Dollars ($1,000,000.00) per accident. Contractor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

F. Pollution Liability Insurance with a minimum limit of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate, and with a minimum of three (3) year discovery reporting period, and a retroactive date that equals or precedes the effective date of the Agreement, or the performance of the Services, including a limitation of self-insured retention not to exceed Twenty-Five Thousand Dollars ($25,000).

Insurance required of the Contractor shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Contractor's

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indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. **Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured**. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. The City reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder. Contractor shall also require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY**.

9. **TERMINATION AND REMEDIES FOR BREACH.**

A. Termination for Cause. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed.

1. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and subcontractor(s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 7.

2. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

B. Termination for Convenience of City. The City may, for its convenience and without cause, immediately terminate the Services then remaining to be performed at any time by giving Contractor ten (10) days written notice. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all work and to the extent indicated on the notice of termination, shall terminate all outstanding subcontracts and purchase orders as they relate to the terminated portions of the Agreement, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the Services. If the City terminates for convenience pursuant to this Section, the terms of Section 9(A)(i) and 9(A)(ii) above shall be applicable hereunder.

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C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

D. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 18 below, may result in immediate termination of this Agreement.

10. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Judicial Circuit in and for Citrus County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement, the City shall be entitled to its costs and attorney's fees at the pretrial, trial, and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

11. **CONFIDENTIAL INFORMATION.** The Contractor shall not, either during the term of this Agreement or any time for a period of 10 (ten) years subsequent to that date upon which the Agreement is terminated or completed, disclose to any person or entity, other than in the discharge of the duties of the Contractor under this Agreement, any information which the City designates in writing as "confidential." As a violation by the Contractor of the provisions of this Section could cause irreparable injury to the City and there is no adequate remedy at law for such violation, the City shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Contractor from violating such provisions.

12. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by electronic mail (e-mail) with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

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If to the City:	Audra Curts City Manager City of Crystal River 730 N. Suncoast Blvd. Crystal River, Florida 34429 Tel: 352-795-4216 Ext. 302 acurts@crystalriverfl.org
If to the Contractor:	President

13. **AUDIT.** The Contractor shall make available to the City or its representative all required financial records associated with the Agreement for a period of Seven (7) years.

14. **NON-DISCRIMINATION.** In addition to the requirements of Section 21, the Contractor agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

15. **CONFLICT OF INTEREST.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not

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offered or given to any member of, delegate to the Congress of the United States, any or part of this Agreement or to any benefit arising therefrom.

16. **INDEMNIFICATION AND WAIVER OF LIABILITY.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against claims, damages, losses, and expenses (including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury, impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, or omissions related to Services in the performance of this Agreement, including any person for whose acts, errors, mistakes, or omissions the Contractor may be legally liable.

17. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

18. **PUBLIC RECORDS.** The Contractor shall be required to comply with the following requirements under Florida's Public Records Law:

A. Contractor shall keep and maintain public records required by the City to perform the service.

B. Upon request from the City, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that

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does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Contractor shall ensure that 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Contractor to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (352)795-4216, mfink@crystalriverfl.orf 123 NW US HWY 19 Crystal River, Florida 33160.

19. **E-VERIFY.** Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, Contractor is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The Contractor must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Attachment "A".

20. **COMPLIANCE WITH LAW.** Contractor shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to

this Agreement ("Applicable Laws") and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this Agreement.

21. COMPLICANCE WITH OTHER FEDERAL STANDARDS

A. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by Federal funds. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Section and comply with the authorities enumerated below, which are incorporated herein by reference.

1. 2 CFR Part 25.110.
2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000.
3. Executive Orders 12549 and 12689
4. 41 CFR Part 60-1(a) and (d)
5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations.

B. Non-discrimination Acts and Authorities. In addition to Section 14 herein, for all federally funded work issued under this Agreement, Contractor agrees for itself, its successors, and its assigns, to comply, and to assure that any subcontractor also agrees to comply, with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement;

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance with the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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C. Non-discrimination Clauses for Compliance with Regulations.

1. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

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b. Cancelling, terminating, or suspending a contract, in whole or in part.

5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Agreement, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

E. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Agreement, the Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) a Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) the Contractor has an unfair competitive advantage.

F. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

G. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Agreement, the Contractor agrees as follows: (1) the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but

not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (2) the Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) the Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) the Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) in the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Minority/Women Business Enterprise. For all federally funded work under this Agreement, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all

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sub-contractors. Prior to contract award, the Contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

I. Procurement of Recovered Materials. For all federally funded work under this Agreement, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

J. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subcontractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

K. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of $150,000, the Contractor shall comply with the Clean Air Act as set forth below.

1. The Contractor agrees 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).

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate EPA Regional Office.

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3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance under this Agreement.

L. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

2. By entering this Agreement, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Certification Instructions

   a. By signing this Agreement, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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c. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

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participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

   a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

   b. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

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d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

M. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are 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. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

N. Federal Lobbying. Contractor who applies for an award of $100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify 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 of subcontractor shall 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 Contractor.

O. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is 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.

P. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of $100,000 that involve the employment of mechanics or laborers must comply 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, Contractor and all subcontractors and subcontractors are 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

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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 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.

Q. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of ''funding agreement'' under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

R. Access to Records and Reports. Contractor will make available to the City, the Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the Services and this Agreement, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained. The Contractor further agrees to provide the FEMA Administrator or his or her authorized representatives access to work sites pertaining to the Services performed under this Agreement.

S. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Agreement.

T. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the City or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

U. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

V. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of

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trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the Services under this Agreement. This Agreement may be unilaterally terminated immediately by City for Contractor's violating this provision, without penalty.

W. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the Services provided in this Agreement, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

X. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

2. Foreign End Products: Line Item No. Country of Origin

   _____ _____

   _____ _____

3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

Y. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei

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Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Z. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

AA. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

BB. Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this Agreement, by posting the required information in the System for Award Management via https://www.sam.gov.

CC. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of $50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces

DRAFT

are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

DD. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

EE. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

FF. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

22. **LIQUIDATED DAMAGES.** Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

A. The Contractor shall pay the City, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued Notice to Proceed.

B. The Contractor shall pay the City, as liquidated damages, $500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and/or any associated fines levied by a third party.

These amounts are not penalties but liquidated damages to the CITY. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location. The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

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23. **PERFORMANCE AND PAYMENT BOND.** Upon activation of a task order by the City, the Contractor will be required to provide Performance and Payment Bonds within three (3) calendar days of a written 'Notice to Proceed' by the City, each Bond shall be the amount equal to the total one hundred percent (100%) of the amount of the Agreement. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

24. **MISCELLANEOUS**.

A. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

B. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

C. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

D. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority to bind their respective party to this Agreement.

E. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension, and/or rescission is sought.

F. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

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

WITNESS: _____

_____
Signature

_____
Print Name

_____
Address

BY: _____
President

ATTEST:

BY: _____
Mia Fink, City Clerk

CITY OF CRYSTAL RIVER

BY: _____
Joe Meek, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Robert Batsel, City Attorney

Attachment "A"
E-Verify Affidavit

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Crystal River are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (https://www.e-verify.gov/employers/enrolling-in-e-verify) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

_____
Company Name

_____ _____
Offeror Signature Date

_____ _____
Print Name Title

_____
Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____day of _____, 2023.

By _____

☐ Is personally known to me

☐ Has produced identification (type of identification produced: _____)

_____
Signature of Notary Public

_____ _____
Print or Stamp of Notary Public Expiration Date

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 10.B.**

Requested Motion: Crystal River Stormwater Master Plan Project Update an internal stormwater/drainage maintenance

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ATTACHMENTS:
Description
Stormwater Master Plan Project Power Point

City of Crystal River
Stormwater Master Plan

Kimley»Horn

Expect More. Experience Better.

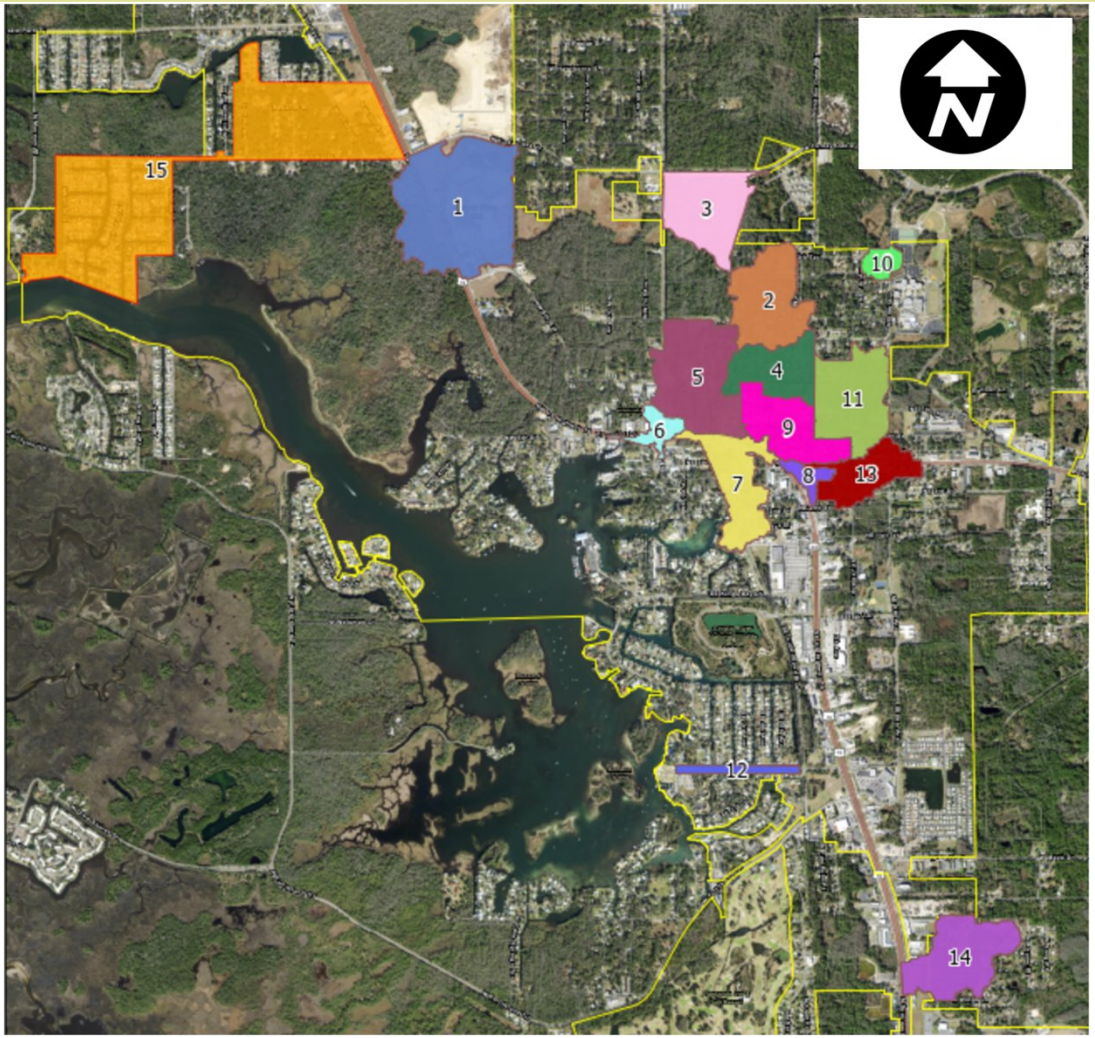
Identified Areas of Interest

Legend

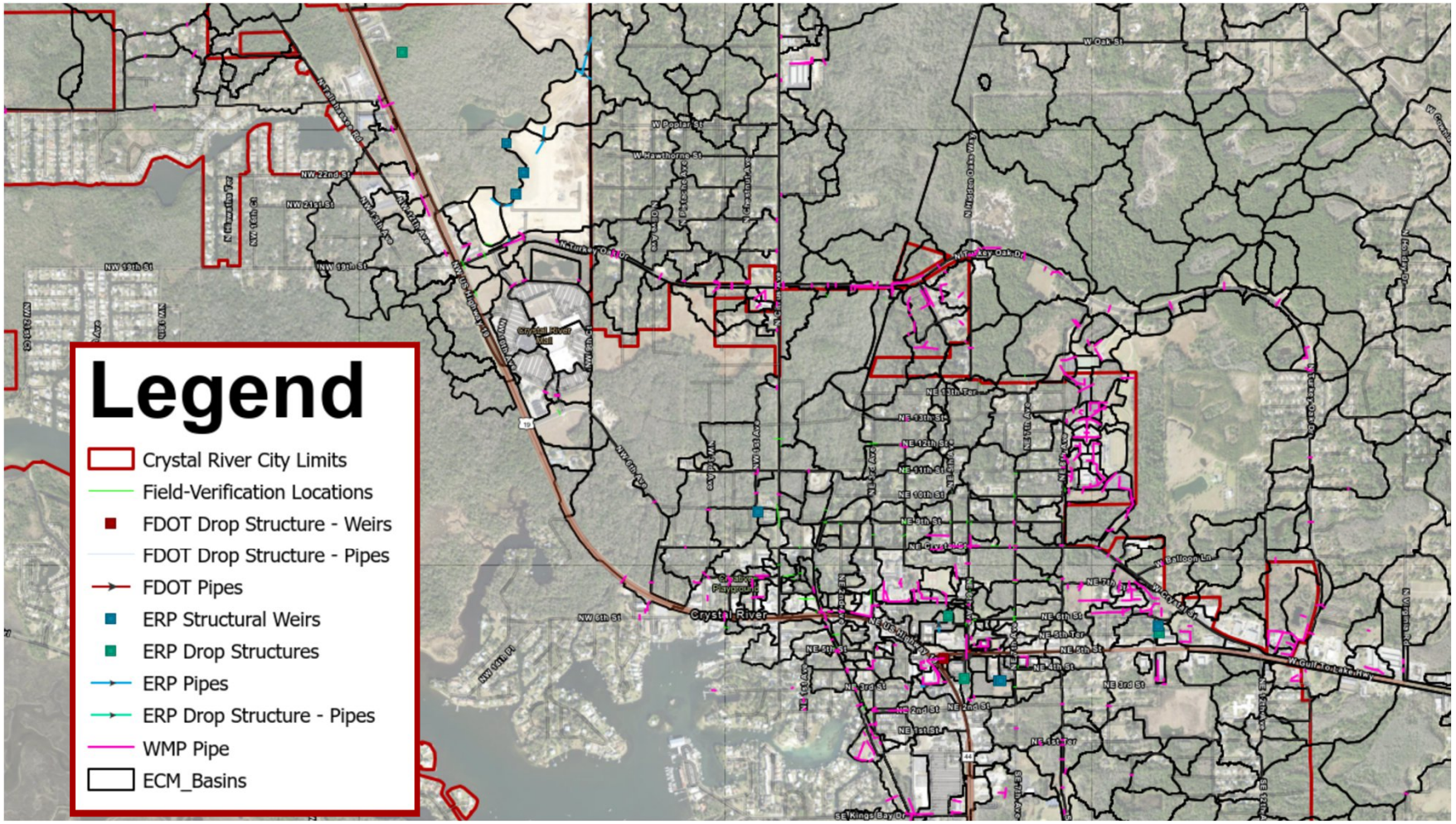
Areas of Interest

CityLimits

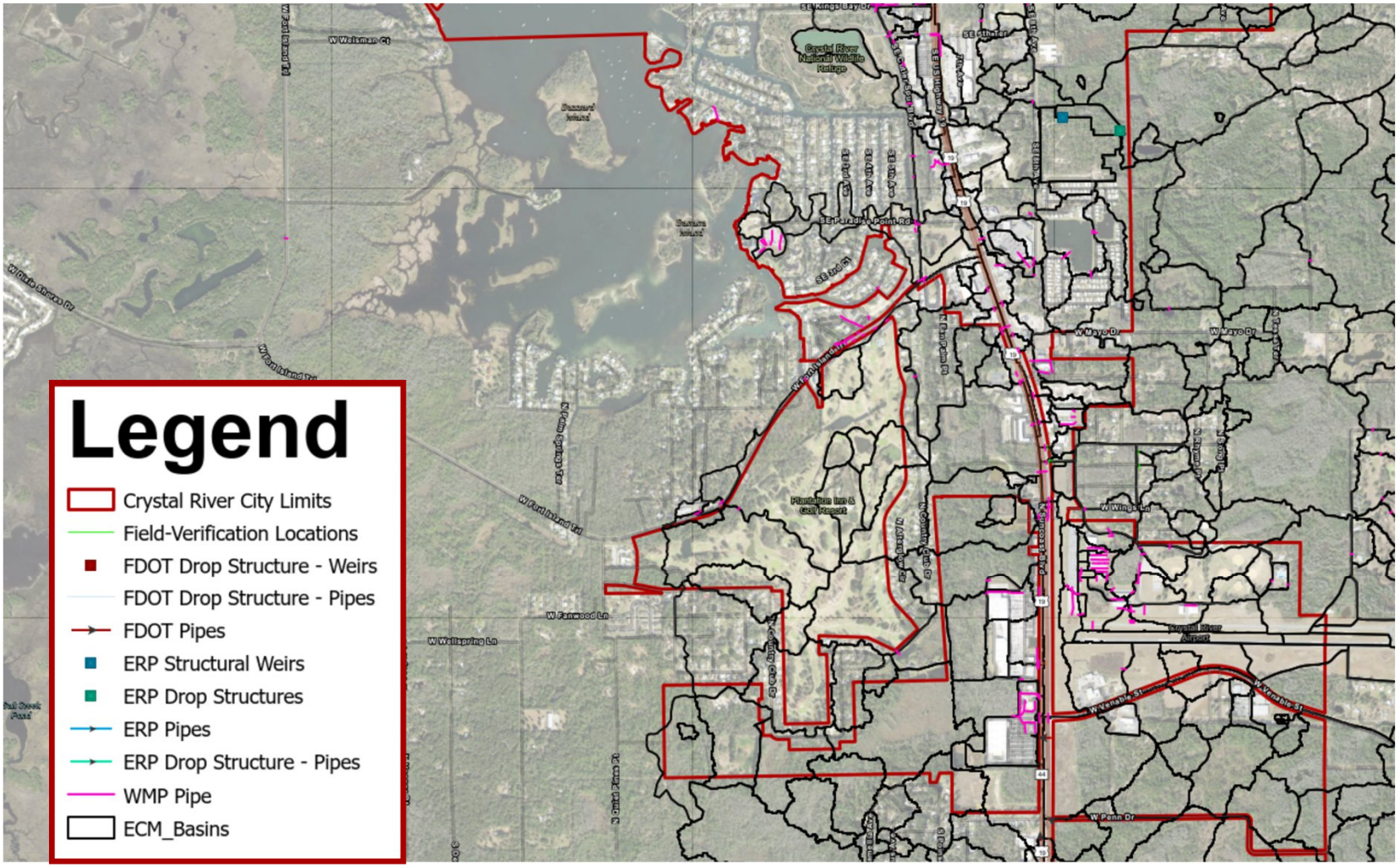
AOINumber	AOIName
1	Mall Historic Drainage
2	11th/12th st drainage
3	Yeoman's Park Wetlands
4	Crystal Street - 3rd to 6th Ave
5	Crystal St and 1st-2nd Ave
6	Downtown Drainage
7	Post office and 2nd St Outfalls
8	Drainage behind CVS
9	West of 6th Ave
10	7th and 13th Ave Drainage
11	Crystal St - 6th to 8th Ave
12	Paradise Point
13	FDOT Pond Drainage
14	Godfrey Lane Drainage
15	19th St Improvements



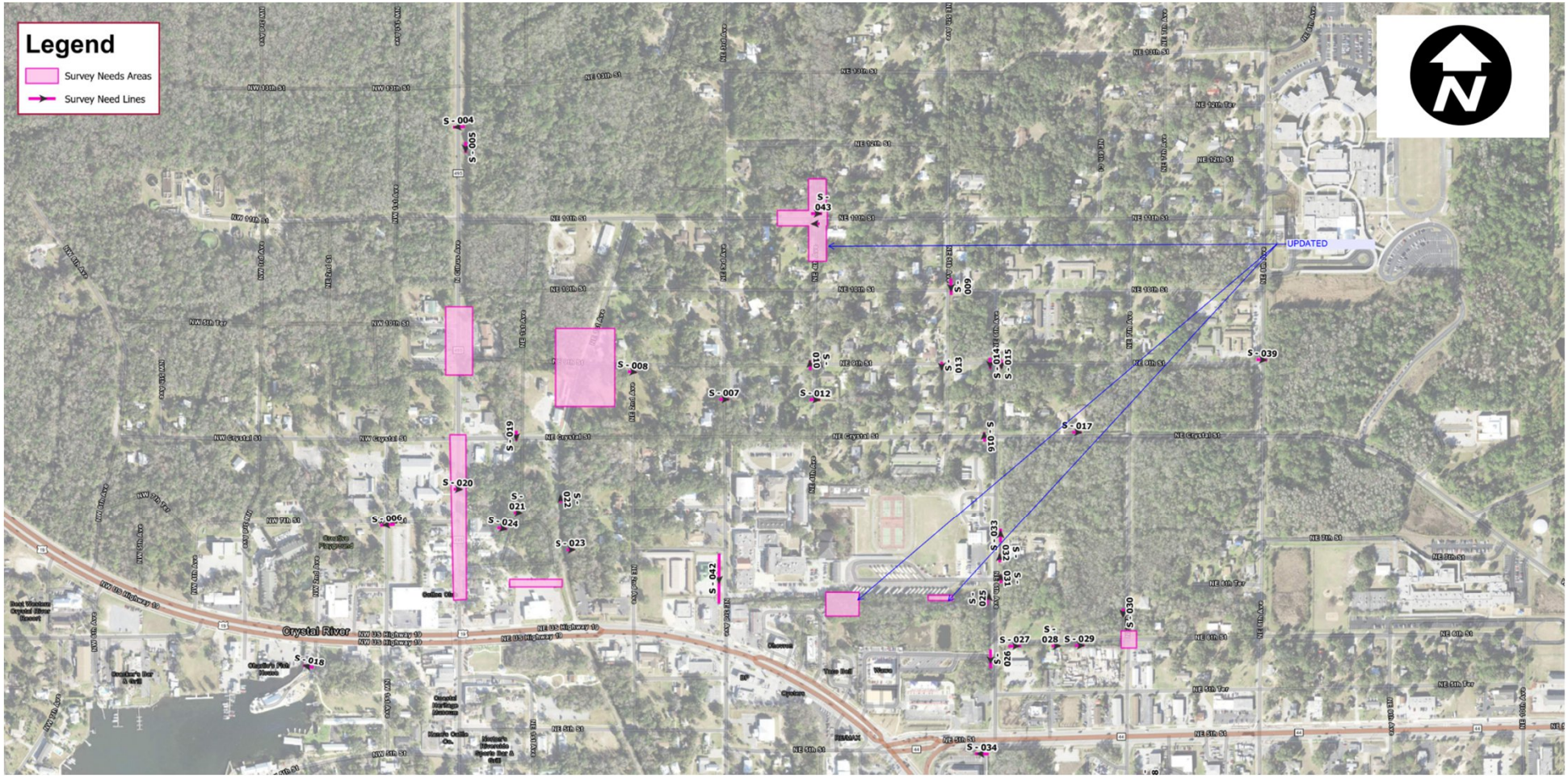
Model Schematic



Model Schematic

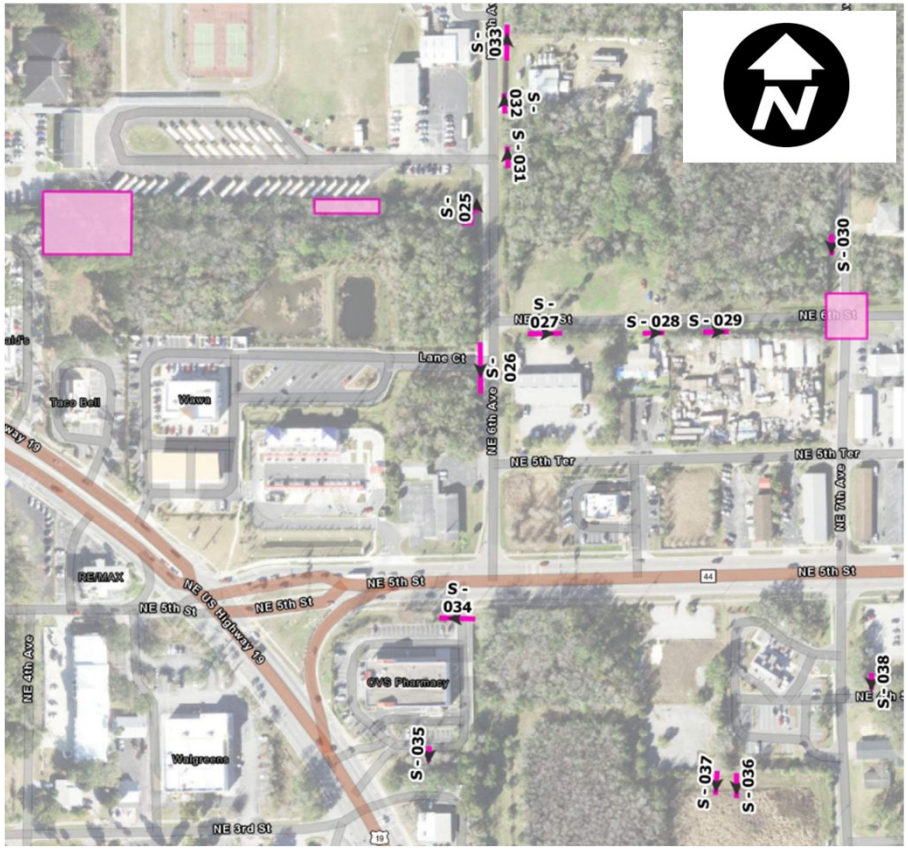


Survey Needs

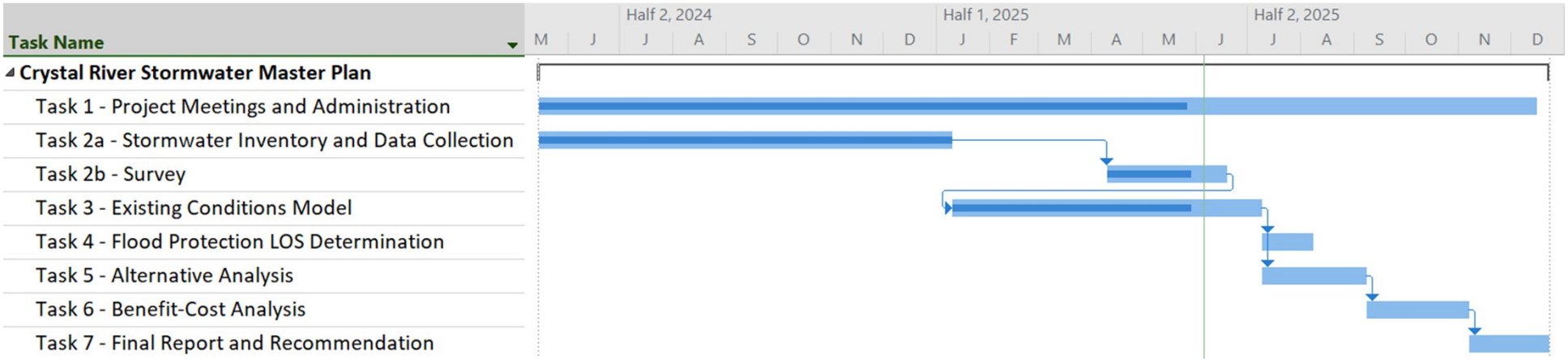


Survey Needs

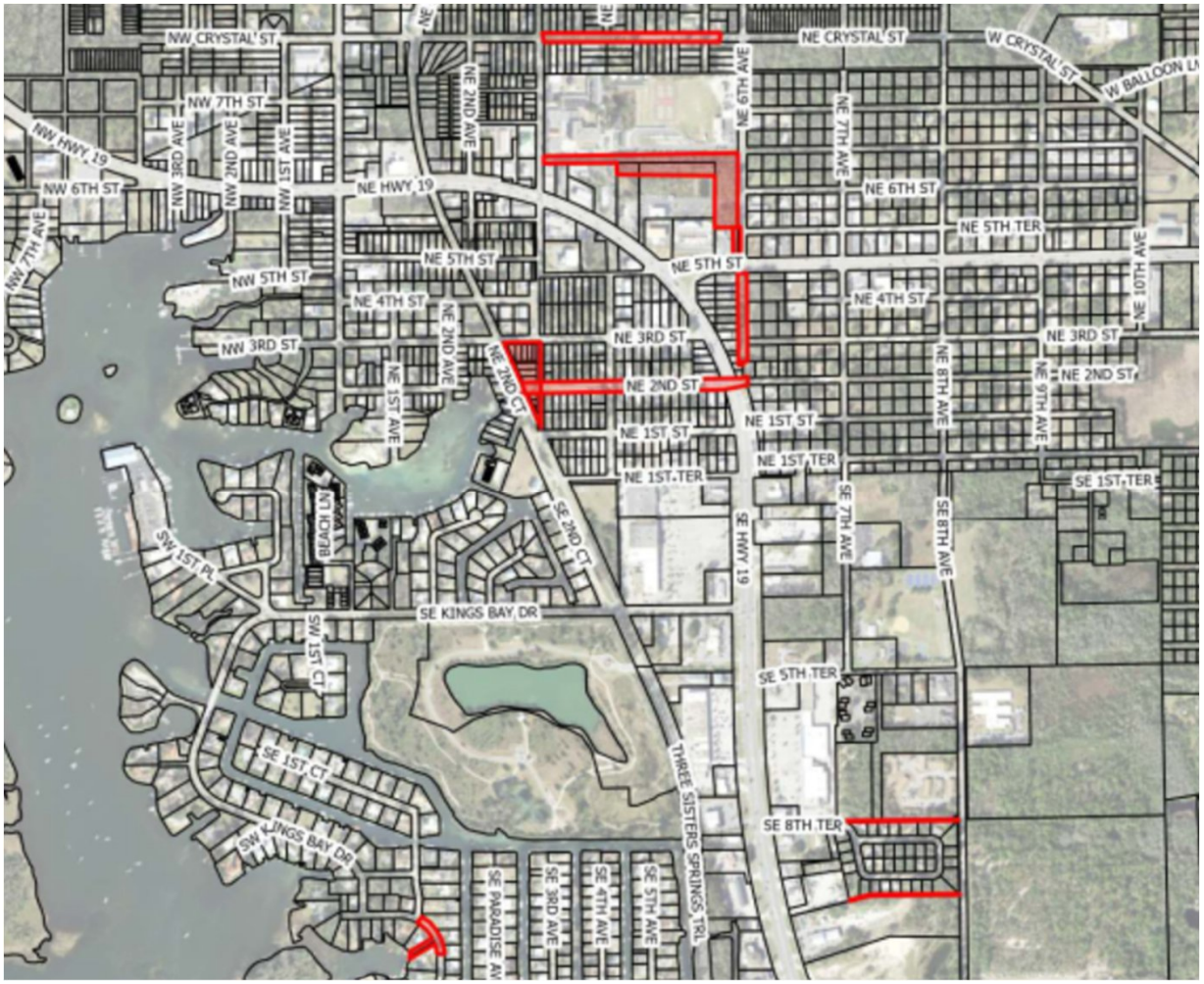


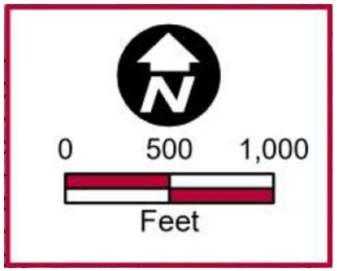


Project Schedule



Drainage Areas For Clearing





Legend

Drainage Areas for Clearing

Paradise Point Improvements



Questions?



Kimley»Horn

Expect More. Experience Better.

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 10.C.**

Requested Motion: Motion to authorize staff to proceed with acquisition of a property located at 41 NE Crystal Street owned by L&T Cattle, LLC, direct staff to either negotiate a purchase agreement in the proposed amount of $197,000 or a parcel exchange agreement for a portion (5 acres) of City-owned property located at 1225 N. Citrus Avenue and authorize staff to obtain required appraisals

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Summary:
Staff has identified a parcel of land located at 41 NE Crystal Street that is contiguous with the City-owned property located at 109 NE Crystal Street (historic train depot site). Staff has determined that the parcel could be utilized for a variety of public purposes, including parking, and allow for greater accessibility to that portion of the downtown area, as well as greater utilization of existing public facilities, including the historic train depot site, and the Crosstown Trail.

Following discussions with the current property owner L&T Cattle, LLC (Justin Lamb), options related to acquisition of the parcel have been identified and being brought before Council for consideration. Acquisition could be facilitated through a negotiated purchase agreement (at the asking price of $197,000.00). The owner has also proposed negotiating a parcel exchange agreement for a portion (5 acres) of the city-owned property located at 1225 N. Citrus Avenue (Altkey:1070597). Staff is now seeking direction from Council regarding potential acquisition options, authorization to proceed with formal negotiations of desired agreement structure (purchase or parcel exchange) and authorization to proceed with obtaining necessary appraisals, as required.

Staff Recommendation:
Authorize staff to proceed with acquisition of a property located at 41 NE Crystal Street owned by L&T Cattle, LLC, direct staff to either negotiate a purchase agreement in the proposed amount of $197,000 or a parcel exchange agreement for a portion (5 acres) of City-owned property located at 1225 N. Citrus Avenue and authorize staff to obtain required appraisals

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CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 10.D.**

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

Summary:
In accordance with the City of Crystal River Code of Ordinances, Article VI, Chapter 2, Section 2-111, the City of Crystal River seeks to enter into an Administrative Code Enforcement Hearing Officer Agreement officially authorizing Robert S. Christensen, Esq., to serve as the City's Local Hearing Officer for the purposes of Code Enforcement Special Magistrate Hearings. Robert Christensen, Esq. has served in this position since 2019.

Staff Recommendation:
Consider approval of Res. 25-R-16 appointing a Special Magistrate, Robert S. Christensen, Esq., as the City's Local Hearing Officer authorizing and directing staff to draft and execute the Administrative Code Enforcement Hearing Officer Agreement, together with such changes therein as the City Attorney deems appropriate.

Ordinance:
A RESOLUTION OF THE CITY OF CRYSTAL RIVER APPOINTING A SPECIAL MAGISTRATE, ROBERT S. CHRISTENSEN, ESQ., AS THE CITY'S LOCAL HEARING OFFICER THROUGH AN ADMINISTRATIVE CODE ENFORCEMENT HEARING OFFICER AGREEMENT PURSUANT TO ARTICLE VI SEC. 2-111. OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES.

ATTACHMENTS:
Description
RES 25-R-16_CODE ENFORCEMENT HEARING OFFICER.pdf

RESOLUTION NO. 25-R-16

A RESOLUTION OF THE CITY OF CRYSTAL RIVER APPOINTING A SPECIAL MAGISTRATE, ROBERT S. CHRISTENSEN, ESQ., AS THE CITY'S LOCAL HEARING OFFICER THROUGH AN ADMINISTRATIVE CODE ENFORCEMENT HEARING OFFICER AGREEMENT PURSUANT TO ARTICLE VI SEC. 2-111. OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES.

WHEREAS, the City Council of the City of Crystal River established Chapter 2 Article VI of the City of Crystal River Code of Ordinances establishing Code Enforcement Procedures; and

WHEREAS, Section 2-111 provides for definitions, including the term *Hearing Officer,* which specifies this person is appointed by the City Council to preside over code enforcement hearings; and

WHEREAS, the City of Crystal River will enter into an Administrative Code Enforcement Hearing Officer Agreement with Robert Christensen, Esq., for this purpose; and

WHEREAS, the City of Crystal River City Council hereby finds that approval of the Administrative Code Enforcement Hearing Officer Agreement with Robert Christensen, Esq. furthers the City's intent for code enforcement, while also being in the best interests of the City and its citizens;

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

SECTION 1. The foregoing clauses are incorporated herein by reference and adopted as legislative and administrative finds in support of the matters set forth in this Resolution and made a part hereof.

SECTION 2. Robert S. Christensen, Esq. is hereby appointed to serve as the primary hearing officer for the City of Crystal River, with alternative hearing officers appointed by separate resolution for the occasions when Mr. Christensen is unavailable to serve.

SECTION 3. The Administrative Code Enforcement Hearing Officer Agreement with Bryce Davis, PA. is hereby approved, authorizing and directing staff to draft and execute the Administrative Code Enforcement Hearing Officer Agreement, together with such changes therein as the City Attorney deems appropriate.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____2025.

ATTEST:

_____

MIA FINK, CITY CLERK

APPROVED AS TO FORM

AND LEGALITY:

_____

ROBERT W. BATSEL, JR., ESQUIRE
CITY ATTORNEY

CITY OF CRYSTAL RIVER

_____

JOE MEEK, MAYOR

VOTE OF COUNCIL:

Meek _____

Frink _____

Holmes _____

Satchell _____

Ensing _____

CRYSTAL RIVER CITY COUNCIL MEETING
Agenda Item Summary

Meeting Date: June 9, 2025 **Agenda Item Number: 10.E.**

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

Summary:
In accordance with the City of Crystal River Code of Ordinances, Article VI, Chapter 2, Section 2-111, the City of Crystal River seeks to enter into an Administrative Code Enforcement Hearing Officer Agreement authorizing Bryce Davis, PA. to serve as the City's Alternate Local Hearing Officer for the purposes of Code Enforcement Special Magistrate Hearings when Robert Christensen, Esq. is unable to serve.

Staff Recommendation:
Consider approval of Res. 25-R-17 appointing a Special Magistrate, Bryce Davis, PA., as the City's Alternate Local Hearing Officer authorizing and directing staff to draft and execute the Administrative Code Enforcement Hearing Officer Agreement, together with such changes therein as the City Attorney deems appropriate.

Ordinance:
A RESOLUTION OF THE CITY OF CRYSTAL RIVER APPOINTING A SPECIAL MAGISTRATE, BRYCE DAVIS, PA., AS AN ALTERNATE LOCAL HEARING OFFICER THROUGH AN ADMINISTRATIVE CODE ENFORCEMENT HEARING OFFICER AGREEMENT PURSUANT TO ARTICLE VI SEC. 2-111. OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES.

ATTACHMENTS:
Description
RES 25-R-17_CODE ENFORCEMENT HEARING OFFICER.pdf

RESOLUTION NO. 25-R-17

A RESOLUTION OF THE CITY OF CRYSTAL RIVER APPOINTING A SPECIAL MAGISTRATE, BRYCE DAVIS, PA., AS AN ALTERNATE LOCAL HEARING OFFICER THROUGH AN ADMINISTRATIVE CODE ENFORCEMENT HEARING OFFICER AGREEMENT PURSUANT TO ARTICLE VI SEC. 2-111. OF THE CITY OF CRYSTAL RIVER CODE OF ORDINANCES.

WHEREAS, the City Council of the City of Crystal River established Chapter 2 Article VI of the City of Crystal River Code of Ordinances establishing Code Enforcement Procedures; and

WHEREAS, Section 2-111 provides for definitions, including the term *Hearing Officer,* which specifies this person is appointed by the City Council to preside over code enforcement hearings; and

WHEREAS, the City of Crystal River will enter into an Administrative Code Enforcement Hearing Officer Agreement with Bryce Davis, PA., as an alternate local hearing officer for this purpose; and

WHEREAS, the City of Crystal River City Council hereby finds that approval of the Administrative Code Enforcement Hearing Officer Agreement with Bryce Davis, PA. furthers the City's intent for code enforcement, while also being in the best interests of the City and its citizens;

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

SECTION 1. The foregoing clauses are incorporated herein by reference and adopted as legislative and administrative finds in support of the matters set forth in this Resolution and made a part hereof.

SECTION 2. Bryce Davis, PA. is hereby appointed to serve as an alternate hearing officer for the City of Crystal River, with alternative hearing officers for occasions when Mr. Rob Christensen is unavailable to serve with other alternates appointed by separate resolution when necessary.

SECTION 3. The Administrative Code Enforcement Hearing Officer Agreement with Bryce Davis, PA. is hereby approved, authorizing and directing staff to draft and execute the Administrative Code Enforcement Hearing Officer Agreement, together with such changes therein as the City Attorney deems appropriate.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____2025.

ATTEST:

CITY OF CRYSTAL RIVER

_____

MIA FINK, CITY CLERK

_____

JOE MEEK, MAYOR

APPROVED AS TO FORM

AND LEGALITY:

VOTE OF COUNCIL:

Meek _____

Frink _____

Holmes _____

Satchell _____

Ensing _____

_____

ROBERT W. BATSEL, JR., ESQUIRE
CITY ATTORNEY