



## Agenda

Crystal River City Council

Regular Council Meeting

Monday, August 24, 2020 at 5:30 PM

Council Chamber, City Hall

---

Joe Meek, Mayor

Ken Brown, Council Seat #1

Cindi Guy, Council Seat #2

Pat Fitzpatrick, Council Seat #3

Robert Holmes, Council Seat #5/ Vice Mayor

Ken Frink, City Manager

Robert W. Batsel, Jr., 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. To encourage remote participation and for the protection of all involved, the meeting will also be facilitated through a virtual conferencing platform, GoToWebinar, in listen only mode.
3. Public Comment:
  - A. The general public will be allowed three (3) minutes to speak during the *Public Input* at the beginning of the meeting and five (5) minutes to speak during the *Public Input*s at the end of the meeting.
  - B. Public comments may also be submitted via email to [publiccomment@crystalriverfl.org](mailto:publiccomment@crystalriverfl.org) on the day of the meeting between 8:00 am-12:00 pm, only. Comments will be included in the

public record and provided to all Council Members.

**1. CALL TO ORDER**

- A. Roll Call
- B. Invocation
- C. Pledge of Allegiance
- D. Recognition of Elected Officials in Attendance

**2. ADOPTION OF AGENDA**

**3. PRESENTATIONS**

**4. UNFINISHED BUSINESS**

**5. PUBLIC INPUT**

*(Three Minute Time Limit)*

**6. APPROVAL OF CONSENT AGENDA**

- A. Motion to approve minutes of the Budget Workshop held July 16, 2020 and City Council meeting held August 10, 2020
- B. Monthly Departmental Report Summary for the month of July
- C. Motion to approve a contract with Insituform Technologies, LLC in the amount of \$127,505.60 for Fiscal Year 2020 slip-lining of approximately 3,632 lineal feet of gravity sanitary sewer mains, and to provide for a \$5,000.00 contingency allowance.
- D. Motion to adopt Resolution No. 20-R-22 adjusting Solid Waste rates to include a 2.9% Consumer Price Index along with an adjustment due to a City reallocation of costs for Fiscal Year 2021.

**7. PUBLIC HEARING**

**8. CITY ATTORNEY**

**9. CITY MANAGER**

- A. Motion to authorize the Mayor to execute an development agreement between PCK Landholdings, LLC and the City of Crystal River, as necessary to move forward with Phase 2 of the Riverwalk project
- B. COVID 19 Update
- C. Update regarding utilization of city parks by commercial paddle craft vendors
- D. Discussion of including \$50,000.00 in the FY2022 Budget for the Hernando/Citrus MPO

**10. CITY COUNCIL**

- A. Discussion regarding structures located at 579 SE US 19 and 589 SE US 19

**11. COUNCIL MEMBER AND COMMITTEE REPORTS**

- A. Mayor Meek
- B. Vice Mayor Holmes
- C. Council member Fitzpatrick
- D. Council member Brown

E. Council member Guy

**12. COMMUNICATIONS**

**13. PUBLIC INPUT**

*(Five Minute Time Limit)*

**14. ADJOURNMENT**

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

**Meeting Date: August 24, 2020**

**Agenda Item Number: 6.A.**

---

**Requested Motion: Motion to approve minutes of the Budget Workshop held July 16, 2020 and City Council meeting held August 10, 2020**

---

**ATTACHMENTS:**

**Description**

July 16, 2020 Budget Workshop Minutes

August 10, 2020 Council Meeting Minutes

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Administration	Fink, Mia	Approved	8/20/2020 - 8:20 AM



## Minutes

Crystal River City Council

Budget Workshop

Thursday, July 16, 2020 at 1:00 PM

Council Chamber, City Hall

### **1. CALL TO ORDER**

Mayor Meek called the meeting to order at 1:02 p.m.

#### A. Roll Call

**Council members present:** Mayor Meek, Vice Mayor Holmes, Council member Brown, Council member Fitzpatrick, Council member Guy

**Council members absent:** None.

**Staff present:** City Manager Ken Frink, Assistant City Manager Jack Dumas, Finance Director Michelle Russell.

#### B. Invocation

Vice Mayor Holmes led the invocation.

#### C. Pledge of Allegiance

Mayor Meek led the Pledge of Allegiance.

### **2. PRESENTATION**

#### A. FY 21 Draft Budget

City Manager Frink provided an introduction, noting an anticipated revenue decrease due to COVID-19-related impacts.

Finance Director Michelle Russell noted final revenue amounts are expected to be received within the next week. City Manager Frink went on to discuss strategies to handle the impacts, including focus on C.I.P. and Renewal and Replacement categories and confirmed no millage increase was recommended.

Brief discussion was held regarding real estate trends, FEMA FIRM maps and Community Rating System program, with City Manager Frink confirming stormwater management would be included in the upcoming downtown visioning charette process.

City Manager Frink proceeded with overview of the memorandum "2nd Budget Workshop for FY2021", noting priority CIP items to remain, including mausoleum repairs.

Ms. Russell reviewed the memorandum, noting minor adjustments, including FRS increase, and software upgrades necessary for virtual meetings. She then reviewed expenditure revisions made to the draft budget, department by department.

### **3. COUNCIL DISCUSSION AND QUESTIONS**

Council discussion was held regarding expenses related to personnel, law enforcement and disaster preparedness. Ms. Russell then focused on C.I.P. portion of the budget, noting potential projects to be rescheduled, including Legrone Park improvements and NW Third Street boat ramp relocation.

Staff addressed Council questions regarding mausoleum, crosstown connector (to be eliminated) and stormwater related items. Council discussion was also held regarding marketing and establishing incentives for voluntary annexation.

Staff briefly touched on Riverwalk, and delay of the associated boat ramp relocation, and addressed questions regarding the Train Depot, park upgrades and street sweeper purchase.

Ms. Russell went on to discuss CRA budget revisions, as well as Riverwalk Project loan payment interest. Further Council discussion was held regarding the Riverwalk Project, including cost, funding and easement agreements. Ms. Russell also discussed recent CPI increase, and audit report results. She also addressed Council questions regarding water meter replacement program, Wastewater Treatment Plant items, upcoming sewer plan master study, sanitation contract and Three Sisters Springs Refuge projects.

Discussion was also held regarding trolley options, FRS, employee raises, postponement of certain CIP items. Ms. Russell also confirmed that reserves would not be impacted. Finally, discussion was held regarding Hurricane Hermine debris clean-up.

### **4. PUBLIC INPUT**

### **5. ADJOURNMENT**

Mayor Meek adjourned the meeting at 2:47 p.m.



## Minutes

Crystal River City Council

Regular Council Meeting

Monday, August 10, 2020 at 5:30 PM

Council Chamber, City Hall

### **1. CALL TO ORDER**

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

#### A. Roll Call

**Council members present:** Mayor Meek, Vice Mayor Holmes, Council member Brown, Council member Fitzpatrick, Council member Guy

**Council members absent:** None.

**Staff present:** City Manager Ken Frink, Assistant City Manager Jack Dumas, City Attorney Rob Batsel, Special Events and Marketing Director Leslie Bollin, Finance Director Michelle Russell, Public Works Director Beau Keene, Planning and Development Services Director Brian Herrmann, Three Sisters Springs Director Beth Perez

#### B. Invocation

Vice Mayor Holmes led the invocation.

### **2. ADOPTION OF AGENDA**

**Made by Council member Holmes; Seconded by Council member Fitzpatrick**

**Motion Passed**

### **3. PRESENTATIONS**

#### A. Update regarding the CARES Act Grant Program

City Manager Frink introduced the item and County Administrator Randy Oliver who presented "Presentation Name" (attached under item 3A of the original agenda packet). He also touched on calculation allocation methods, status of current pay-outs, and requested input regarding roll-out of Phase 2. Discussion was held regarding Phase 2 details and coordination between County and City, and clarification regarding business license status provisions was provided.

### **4. UNFINISHED BUSINESS**

### **5. PUBLIC INPUT**

**Michael Flowers- McNeal Engineering**-Confirmed he was representing the VanNess party, the applicant for item 7A, a street vacation request.

## **6. APPROVAL OF CONSENT AGENDA**

**Made by Council member Brown; Seconded by Vice Mayor Guy**

**Motion Passed**

- A. Motion to approve minutes of the City Council meeting held July 13th, 2020**
- B. Motion to approve a special event permit for the Florida Xtreme Triathlon**
- C. Motion to award a contract to Commercial Fence, LLC in the amount of \$23,480.00 for the Copeland Park fence replacement project.**
- D. Motion to approve a 2.9% Consumer Price Index adjustment to the U.S. Water Services Corporation contract base fee for FY2021.**
- E. Motion to accept the conveyance of six (6) properties that escheated to the County and lie within city limits.**
- F. Motion to authorize staff to begin fee negotiations with the highest-ranking team of Kimley-Horn and Associates, Inc. and Nabors, Giblin, & Nickerson, P.A. associated with Solicitation 20-RFQ-07, Professional Engineering and Legal Services for Southern Sewer Expansion and Indian Waters Septic-to-Sewer Projects**

## **7. PUBLIC HEARING**

- A. Motion to adopt Resolution No. 20-R-08 and approve vacation of NW 7th Terrace with proposed utility and stormwater easements.**

**Motion to adopt Resolution No. 20-R-08 and approve vacation of NW 7th Terrace with proposed utility and stormwater easements.**

**Made by Council member Holmes; Seconded by Council member Fitzpatrick**

Planning and Development Services Director Brian Herrmann provided an overview of the vacation process and the application. He reviewed the staff report and presentation slides (attached under item 7A of the agenda packet).

**Council Discussion:**

Council discussion was held regarding permitting authorities and specific concerns expressed by effected property owners, including access.

**Clark Stillwell-Brannen Bank Building, U.S. Highway 41, Inverness, FL 34450-** Provided an overview of items submitted on behalf of the clients throughout the application process, communications with relevant authorities, and addressed concerns related to access issues. He also discussed the applicant's plans for development of stormwater treatment on the site, client's concerns regarding liability and details of the easement agreement.

**Public Hearing:**

Mr. Buckner and Mrs. Crippen initially experienced technical difficulties with the virtual platform.

City Attorney Batsel discussed the importance of the public having the ability to provide input. to be able to participate and provide public comment-

**Gene Buckner-Owner of Lots 13-18-** Noted discrepancies in the public notice (indicated in-person meeting) and expressed concerns with preserving the natural state of the property and access issues. wants to protect natural state and natural heritage... concerned with access issues.

Mayor Meek sought legal input regarding handling technical difficulties related to public input and Mr. Batsel recommended re-noticing and holding a subsequent hearing in the event a member of the public sought legal recourse.

**Elsie Crippen**- Discussed potential property access issues at the NE portion of the property due to a creek that runs through parcel.

Mr. Herrmann responded, confirming that access via the SW corner of the property remained.

**Mr Stillwell: Responded to concerns expressed by Mr.** Buckner and Ms. Crippen by discussing the site plan approval process using development standards determined by the City, and the ways in which property access will be enhanced through the easement granted as part of the street vacation.

Council member Brown and Council member Guy expressed further concerns with potential consequences associated with the technical difficulties that occurred during the public hearing.

Council member Fitzpatrick and Vice Mayor Holmes acknowledged concerns expressed during the hearing, reiterated points made regarding the site plan approval process and spoke in favor of the application.

Mayor Meek agreed with previous points made by public and Council members, and spoke in favor of the application.

*(Motion and second were made at this time.)*

Mr. Batsel reiterated previous recommendation to re-hear the matter if a member of the public challenges the granting of the vacation due to a lack of due process, rather than litigate.

### **Motion Passed**

#### **8. CITY ATTORNEY**

City Attorney Batsel discussed noise issues and a memorandum issued regarding "Noise Ordinance" dated 08/07/20 (attached under Section 8 of the agenda 'City Attorney'). Discusses the ways in which existing city ordinance can be used to address noise issues and staff efforts to move forward with enforcement processes. He also notes future creation of "Quiet Zones", which can lower those decibel thresholds, etc.

Council discussion was held regarding crowds, noise and safety issues on the water, as well as offensive nature of music.

City Attorney Batsel recommended any efforts to address noise-related issues to be content-neutral, confirmed that Council consensus was being sought to move forward and recommended specifying certain areas in which "quiet zones" may be desired.

Council discussion was held regarding areas in which to establish quiet zones, potential annexation of greater portions of Kings Bay by the City, potential establishment of additional idle speed zones and expansion of areas in which alcohol consumption would be prohibited.

City manager Frink confirmed that staff would begin with obtaining necessary equipment and enforcement personnel for enforcement of noise ordinance and work to establish additional areas in which existing prohibitive regulations exist, including Hunter's Cove Run and [back], and "Humpback Bridge" and [back].

## **9. CITY MANAGER**

**A. Motion to award a contract to Pave-Rite, Inc. in the amount of \$125,258.72 for construction of the Hunter Springs DRA Stormwater Modifications and Crosstown Trail Canal Reroute project and to provide for an allowance of \$10,000.00 to address unforeseen conditions.**

**Made by Council member Holmes; Seconded by Council member Brown**

City Manager Frink provided a brief overview of the item, discussed project details and funding detail.

Council member Holmes discussed project benefits and prior storm water issues in the area.

**Motion Passed**

**B. Motion to authorize the Mayor to send a letter to both the Florida Division of State Lands, and the US Fish and Wildlife Service asking for their consent to annex portions of Kings Bay**

**Made by Council member Brown; Seconded by Vice Mayor Guy**

Provided an overview of the item and discussed ways in which it could allow the city greater authority on issues related to cleaning the bay, expansion of law enforcement jurisdiction, and the statute establishing procedures by which such annexations could occur. He also provided further details regarding the annexation process.

**Motion Passed**

**C. City Manager Update on Riverwalk**

City Manager Frink provided an update on the Riverwalk project, noting previous presentation made to the BOCC and reviewed updated presentation (attached under item 9C).

Council discussion was held during which Mr. Frink showed a proposed re-phasing of the project ("Riverwalk East" slide discussed).

Mayor Meek spoke in favor of moving forward with the portion that could be more feasibly funded and Council member Brown concurred.

City Manager Frink addressed questions regarding certain portions of the project and discussed funding strategies.

Consensus was reached to move forward as proposed.

**D. Update regarding utilization of city parks by commercial paddle craft vendors**

City Manager Frink provided an update and discussed the public solicitation process of vendor selection, development of franchise agreements and draft ordinance and various phases of the new program.

## **10. CITY COUNCIL**

## **11. COUNCIL MEMBER AND COMMITTEE REPORTS**

- A. Mayor Meek
  - Thanked Ken and staff
- B. Vice Mayor Holmes
  - Reported on Springs Coast Management Committee meeting during which springs funding application process was discussed.
- C. Council member Fitzpatrick
- D. Council member Brown
  - Provided a detailed report on Crystal River Main Street activities and projects, and detailed overview of the recent Waterfronts Advisory Board meeting, including a presentation made by Refuge Manager Joyce Palmer.
- E. Council member Guy
  - Discussed upcoming meeting with commercial paddlecraft vendors..

**12. COMMUNICATIONS**

**13. PUBLIC INPUT**

**14. ADJOURNMENT**

Mayor Meek adjourned the meeting at 8:21 p.m.

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

**Meeting Date: August 24, 2020**

**Agenda Item Number: 6.B.**

---

**Requested Motion: Monthly Departmental Report Summary for the month of July**

---

**Summary:**

A summary of monthly departmental activities.

**Staff Recommendation:**

No action required; informational purposes only.

---

**ATTACHMENTS:**

Description

July Monthly Departmental Summary

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Fink, Mia	Approved	8/20/2020 - 8:21 AM



## Departmental Monthly Report Summary

### THE CITY CLERK OFFICE

#### **Clerk's Office Activities:**

During the month of July, the Clerk's office staff attended and prepared minutes for 4 meetings, prepared 4 agendas, and 12 agenda items, handled 7 public records requests, processed cemetery plot marking requests, prepared and filed 7 utility liens (including updating amounts), and performed 19 notarizations. Clerk's office also facilitated 1 bid opening, scanned and uploaded materials to the website, facilitated IT and legal requests, oversaw the cell phone account and device management, prepared printer and postage reports, continued development of the new city website, records management duties. Prepared grant related items and assisted staff with the creation of agenda items. Performed election duties, COVID 19 duties.

### EVENTS and MARKETING DEPARTMENT

#### **Events and Marketing Activities:**

July was another month of events affected by the corona virus pandemic with events being postponed. A private ribbon cutting event was held to open the new Town Square at the end of the month. Events & Marketing department continued to set up and facilitate virtual council, CRA, and WAB meetings, as well as staff meetings weekly. Two press releases went out during the month.

### FIRE DEPARTMENT

#### **Fire Department Activities:**

CRFD responded to 39 calls during the month of July; 15 of these calls were canceled. Total water usage for the period was approximately 200 gallons for fire suppression or training.

### HR/RISK MANAGEMENT

The HR/Risk Management position became vacant in July with the Director's resignation.

#### **Human Resource Activities:**

No activity reported.

#### **Risk Management Activities:**

No activity reported.

### PLANNING & DEVELOPMENT SERVICES & COMMUNITY SERVICES

#### **Planning and Development Activities:**

The Planning Department has opened up the area so that customers can now interact with staff via a full size, 2 person-window from the hallway. The Public Works Department installed this, and it looks and functions great. The additional space allows folks to interact with staff and ensures that we are able to follow procedures. In addition, we can now meet state requirements for providing access to zoning maps

**Community Services:**

**Business Tax Receipts:** In July 13 new Business Tax Receipts certificates were issued, and 0 business accounts were terminated. The City currently has 799 active business accounts.

**Code Enforcement:**

No activity reported.

**Park Enforcement Activities:**

No activity reported.

**Copeland Park:**

No activity reported.

**Hunter Springs Park:**

No activity reported.

**Jim LeGrone Memorial Park:**

No activity reported.

**King's Bay Park:**

No activity reported.

**Little Springs Park (Creative Park):**

No activity reported.

**Pete's Pier:**

No activity reported.

**Riverwalk:**

No activity reported.

**Three Sisters Springs:**

No activity reported.

**Yeoman's Park:**

No activity reported.

**PUBLIC WORKS DEPARTMENT**

**Public Works Activities:**

**Parks:**

Kings Bay Park commercial kayak launch working group met weekly.

**Personnel:**

Nothing new to report.

**Facilities:**

Nothing new to report.

**Public Utilities:**

Pricing proposal for Rev. 8 changes were received from Highway Contractor on US-19 utility relocation project.

**Solid Waste:**

Solid waste figures have been within normal averages; specific tonnages are available.

**Community Redevelopment Area:**

Town Square construction was completed.

**Roads:**

Nothing new to report.

**Drainage:**

Bid were received for the Hunter Springs DRA modifications project.

DPW continues to support review of stormwater drainage plans for residential and commercial sites.

**Grant Projects:**

Splash Park Design-Bid RFP was advertised.

Selection Committee for Septic-to-Sewer RFQ held a public meeting wherein evaluations were presented.

### **THREE SISTERS SPRINGS**

**Three Sisters Activities:**

Three Sisters Springs had a total of 1,185 visitors for the month of July. This was up 17.4% from July of 2019, with 176 more visitors. We had an average of 38 visitors per day for the month of July, even with no manatees in the Springs. Our overall summer season daily average is 22 visitors.

Select staff members attended and completed FEMA training held at the EOC in Lecanto.

## CRYSTAL RIVER CITY COUNCIL

### Agenda Item Summary

Meeting Date: August 24, 2020

Agenda Item Number: 6.C.

---

**Requested Motion: Motion to approve a contract with Insituform Technologies, LLC in the amount of \$127,505.60 for Fiscal Year 2020 slip-lining of approximately 3,632 lineal feet of gravity sanitary sewer mains, and to provide for a \$5,000.00 contingency allowance.**

---

#### **Summary:**

In 2008, a city-wide inspection of the gravity sanitary sewer mains was performed using a remote-controlled crawler camera to identify points of infiltration. Infiltration is groundwater that enters into the sewer collection system through leakage into pipe cracks or separated joints. This infiltration is undesirable as the influx of clean water burdens the wastewater system through an increase in pumping costs and a reduction in treatment efficiency, and the potential to overwhelm the treatment system resulting in regulatory compliance challenges.

The majority of the City's sanitary collection system predates the advent of PVC and is comprised of short (four-foot long) clay tile pipe sections connected via non-gasketed bell and spigot ends. Clay pipe is especially susceptible to infiltration due to the sheer number of joints which tend to separate over time as a result of settlement and/or root intrusion. The most cost-effective method of sealing leaky clay pipe against infiltration is to use Cured-In-Place-Pipe ("CIPP" aka slip-lining) technology which does not require expensive excavation.

For most years of the recent decade, the City has been diligent in budgeting for and performing slip-lining of the clay gravity mains to mitigate infiltration. The City's dedication to this end has proven rewarding; average annual daily flows to the wastewater treatment plant have dropped from 1,041,000 gallons per day ("GPD") in 2007 to the current rate of 658,000 GPD --- more than a 37% reduction without even factoring in the significant additional AirVac system flows that came online since then.

Historically, the City has engaged the firm of Insituform Technologies, LLC ("Insituform") through piggyback contracts for sanitary sewer slip-lining services. Insituform has provided exemplary services and Staff proposes to continue the trend for FY2020 by piggybacking off St. John's County CIPP contract with Insituform.

Staff has worked with US Water to define the areas currently experiencing the heaviest infiltration and have identified two target areas for FY2020. With reference to the attached exhibits, one area is along Kings Bay Drive which feeds Lift Station #16 and the other is in Garden Hills and feeds Lift Station #26. A resulting 3,632 lineal feet of gravity sanitary sewer mains are proposed to be televised (pre and post), cleaned, and slip-lined. A contingency allowance is requested in case some sections of main have more roots to be removed or require heavier cleaning than anticipated.

A copy of the complete St. John's County contract is available upon request.

#### **Attachments:**

Insituform proposal dated August 4, 2020

FY2020 Slip-Lining Aerial Overlay Location Exhibits

---

#### **Staff Recommendation:**

Staff recommends approving a contract with Insituform Technologies, LLC in the amount of \$127,505.60 for Fiscal Year 2020 slip-lining of approximately 3,632 lineal feet of gravity sanitary sewer mains, and to provide for a \$5,000.00 contingency allowance.

---

#### **Funding Information:**

Project Cost: Up to \$130,505.60

Funding Source: 403-43642-63094 (W&S CIP R&R –Inflow/Infiltration Rehab)

Amount Available: \$150,000.00

---

**ATTACHMENTS:**

Description

Insituform proposal dated August 4, 2020

FY2020 Slip-Lining Aerial Overlay Exhibit ~ Kings Bay Dr

FY2020 Slip-Lining Aerial Overlay Exhibit ~ Garden Hills

**REVIEWERS:**

Department	Reviewer	Action	Date
Public Works- Director Items	Fink, Mia	Approved	8/20/2020 - 8:22 AM



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

17988 Edison Avenue  
Chesterfield, MO 63005  
www.insituform.com

Kenny Boeh  
Business Development Manager  
Florida South Region

Phone: (412) 310-8826  
Fax: (813) 627-0006  
Email: kboeh@aegion.com

8/4/2020

**City of Crystal River**  
**Department of Public Works**  
**123 NW Hwy 19**  
**Crystal River, FL 34428**

Project Name: City of Crystal River – 2020 Lining

Contract #: 142103 St. Johns County RFP 18-22

Start Date: TBD Completion Date: TBD

**PROPOSAL PRICING:**

Insituform proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
B.1	CIPP Lining-8" Diameter x 6.00 MM Nominal thickness	LF	3,632	\$25.35	\$92,071.20
A.3	Light Cleaning 8" Diameter	LF	3,632	\$1.60	\$5,811.20
A.e.2	CCTV Pipe Inspection 8" Diameter	LF	3,632	\$1.10	\$3,995.20
A.c.3	Root Removal 8" Diameter	LF	1,000	\$4.20	\$4,200.00
B.3.d	Standard Service Reconnection	EA	44	\$162.00	\$7,128.00
C.b	Traffic Control MOT Index 603 or higher (per day)	EA	10	\$1,060.00	\$10,600.00
D.a	Mobilization	LS	1	\$3,700.00	\$3,700.00
<b>TOTAL</b>					<b>\$127,505.60</b>

Please do not hesitate to contact me with any further questions.

Very truly yours,  
**Insituform Technologies, LLC.**  
Kenny Boeh  
Business Development Manager

Accepted By: \_\_\_\_\_  
(signed)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

(print name)



PROJECT:

**FY2020 SLIP LINING**  
**King's Bay Drive Area**

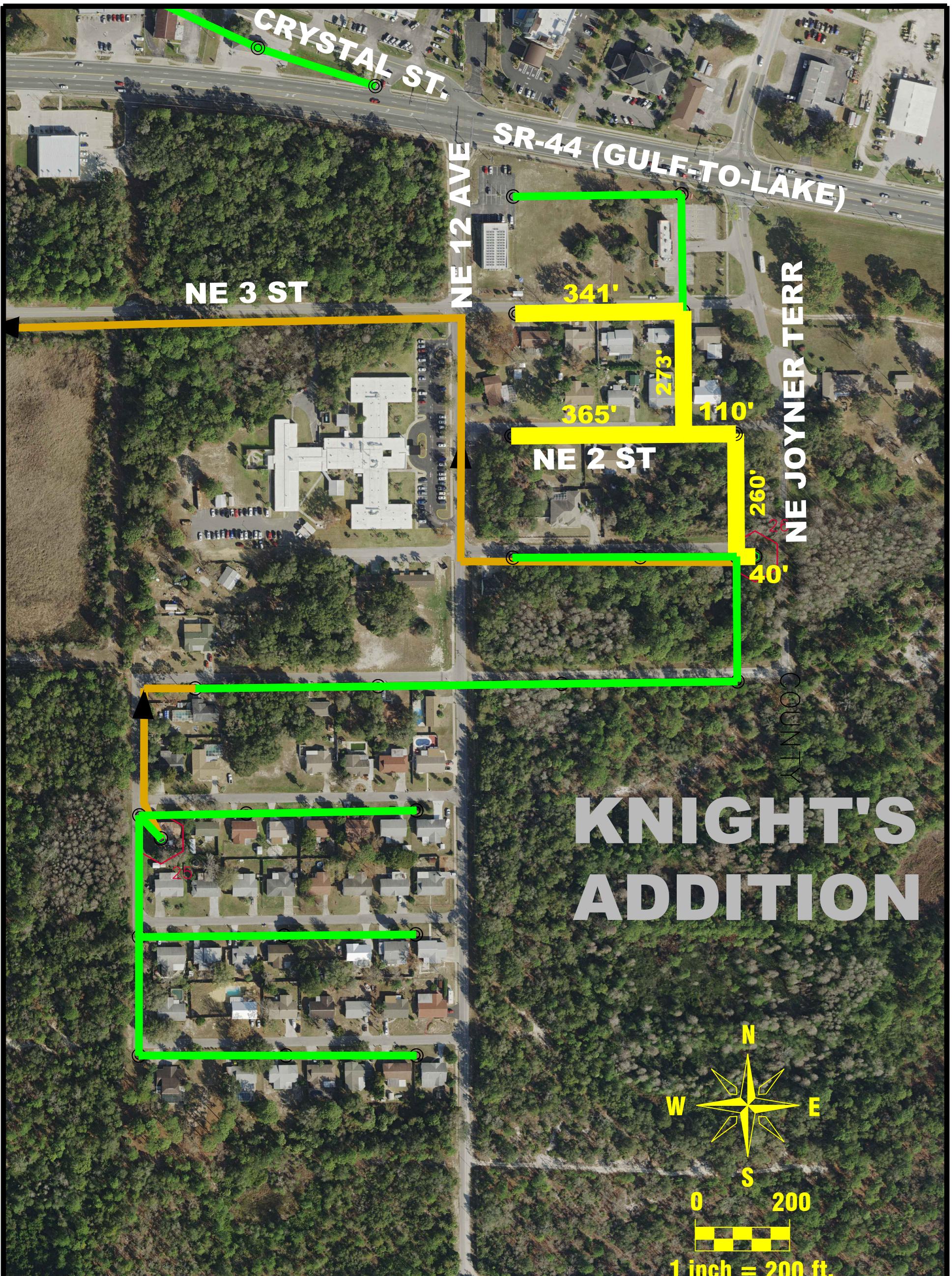
PREPARED BY:

**CITY OF CRYSTAL RIVER**  
**DEPT. OF PUBLIC WORKS**

123 NORTHWEST HIGHWAY 19  
CRYSTAL RIVER, FL 34428  
OFFICE: 352-795-4216

19JUN2020 ~ SHEET 1 of 2





PROJECT:

**FY2020 SLIP LINING**  
**Garden Hills Area**



PREPARED BY:

**CITY OF CRYSTAL RIVER**  
**DEPT. OF PUBLIC WORKS**

123 NORTHWEST HIGHWAY 19  
CRYSTAL RIVER, FL 34428  
OFFICE: 352-795-4216

19JUN2020 ~ SHEET 2 of 2

## CRYSTAL RIVER CITY COUNCIL

### Agenda Item Summary

Meeting Date: August 24, 2020

Agenda Item Number: 6.D.

---

**Requested Motion: Motion to adopt Resolution No. 20-R-22 adjusting Solid Waste rates to include a 2.9% Consumer Price Index along with an adjustment due to a City reallocation of costs for Fiscal Year 2021.**

---

#### **Summary:**

The City's sanitation fund is operated as an enterprise fund. The fund in most years has been a wash - revenues balanced to expenditures. Management has chosen to reallocate funding for the FY2021 budget as several costs including payroll were previously subsidized by the Water & Sewer fund as well as General Fund. Management has also proposed to prepare and bid out a new sanitation contract as the existing contract with Advanced Disposal Services will expire in 2021. This additional service will come at an additional expense which must be covered by the City's revenue source through customer billings. The City is currently projecting a loss for FY2021 for the Sanitation Fund without a rate increase.

The Sanitation fund includes the cost for contract labor performed by Advanced Disposal Services ("ADS"). Advanced Disposal Services ("ADS") is under contract with the City until September 2021 to provide solid waste collection services which include weekly service for recyclables.

Section 5.M.A.1 of the Extension Agreement to the Contract between ADS and the City executed on October 1, 2016 for solid waste services allows for Consumer Price Index ("CPI") adjustments annually to the collection portion of the rates in residential and commercial accounts.

ADS has submitted such a request for a CPI adjustment in accordance with the contract provisions which specify the CPI period to be April 1 - March 31 of the year in which the adjustment will occur. For this FY2021 adjustment, which will take effect on October 1, 2020 upon approval, the Bureau of Labor and Statistics reports a CPI increase of 2.9% for the applicable period.

The FY2021 Sanitation rate increase includes a CPI increase of 2.9% per the City contract with Advanced Disposal Services, plus an additional increase for both residential and commercial customers. This rate increase results in an increase of \$1.57 per month, per household; commercial service and street sweeping are also affected as per a sliding scale based on their current service --- see attached Rate Matrix.

---

#### **Staff Recommendation:**

Staff recommends approval for a rate increase including a 2.9% Consumer Price Index adjustment to the collection portion of solid waste rates for Fiscal Year 2021 to maintain a future positive cash flow in our Sanitation Fund.

---

#### **Funding Information:**

Project Cost: \$863,175 (FY20 Budget plus 2.9%)

Funding Source: 402-42534-34005 (Sanitation - Contracted Services)

Amount Available: \$868,000.00 (FY21 Proposed Budget per Workshop #2)

---

**ATTACHMENTS:****Description**

Resolution No. 20-R-22

ADS CPI Adjustment Request Letter

Sanitation Rate Increase Matrix FY2021

**REVIEWERS:**

Department	Reviewer	Action	Date
Public Works- Director Items	Russell, Michelle	Approved	8/19/2020 - 11:54 AM
Public Works- Director Items	Fink, Mia	Approved	8/20/2020 - 8:26 AM

## RESOLUTION NO. 20-R-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRYSTAL RIVER, FLORIDA, ADJUSTING THE RATES FOR SOLID WASTE SERVICES TO INCLUDE A 2.9% CONSUMER PRICE INDEX ALONG WITH AN ADJUSTMENT DUE TO A CITY REALLOCATION OF COSTS FOR FISCAL YEAR 2021; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City Council of the City of Crystal River, Florida, is authorized be its own ordinances to establish, by Resolution, fair and equitable rates for the provision of solid waste services; and

**WHEREAS**, The City Council wishes to adopt a increase in rates that will adequately pay the cost of providing such service while still affording its citizens a fair and cost-effective solid waste services.

**NOW, THEREFORE, BE IT RESOLVED** BY THE City Council of the City of Crystal River, Florida, that:

### **SECTION 1. Rate Schedule for Services.**

The schedule of rates and charges for solid waste services for Residential and Commercial customers of the City of Crystal River, Florida, is hereby increased to include a 2.9% increase based on the Consumer Price Index along with an adjustment due to a City reallocation of costs for Fiscal Year 2021.

### **SECTION 2. Billing and Collection for Services**

- (a)The rates and charges established in this Resolution shall be included in the regular monthly accounts or bills tendered to the customers who are receiving solid waste service from the City of Crystal River, and nonpayment of said charges shall render the user subject to all penalties now or hereafter provided for nonpayment of utility bills, and subject the customer to the discontinuance of all such sanitation services upon the nonpayment of the rates and charges for the use of the services and facilities of said system.
- (b)The rates and charges established in this Resolution shall be billed and collected by the City of Crystal River, together with charges for any other services that are billed and collected for any other utilities owned and operated by the City of Crystal River, Florida.
- (c)Separate billings will be provided to those customers who are not receiving City solid waste service.

### **SECTION 3. Conflicts**

Any prior Resolution or policy of the City of Crystal River, Florida, inconsistent with the provisions of this Resolution are hereby repealed to the extent of such inconsistency.

#### **SECTION 4. Severability**

If any provision of this Resolution or the application thereof is held to be invalid, such invalidity shall not affect the other provisions or application, and to this end, any such provisions of this Resolution are hereby declared severable.

#### **SECTION 5. Effective Date**

This Resolution shall take effect immediately upon its adoption by the City Council of the City of Crystal River, Florida.

**ADOPTED** this \_\_\_\_ day of August, 2020.

**CITY OF CRYSTAL RIVER**

---

Joe Meek, Mayor

Attest:

---

Mia Fink, City Clerk



# Advanced Disposal

*Safety First – Service Always*

**699 S. Adolph Pt. | Lecanto | FL 34461**

M: 352.302.8981 | T: 352.527.9160 | E: mike.bresnahan@advanceddisposal.com

---

Mr. Beau Keene  
Public Works Director  
The City of Crystal River  
123 NW Highway 19  
Crystal River, FL 34428

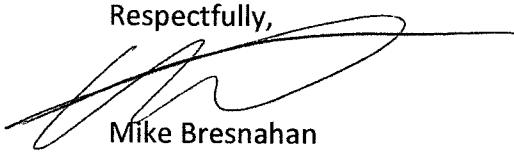
Reference 2020-2021 Rate Adjustment for Solid Waste and Recycling Collection Services.

Pursuant to SECTION 5, Paragraph M., Sub-Paragraph A of Extension Agreement entered into on October 1, 2016 of the City of Crystal River Franchise Agreement, Advanced Disposal respectfully requests an adjustment to the rates for collection and street sweeping services effective on October 1, 2020.

The increase in service rates will be 2.90%. This was calculated by multiplying 2.90% as the recorded Consumer Price Index (CPI) Summary for all urban customers of garbage and trash collection for the period of April 1, 2019 – March 31, 2020, by 100% (total adjustment to the rates). The Consumer Price Index (CPI) information was obtained from the United States Department of Labor, Bureau of Labor Statistics.

This requested increase in rates apply to residential, commercial, industrial (roll-off), and street sweeping rates for the period of October 1, 2020 through September 30, 2021. Should you need anything else please feel free to contact us at your convenience.

Respectfully,



Mike Bresnahan  
Site Manager  
Advanced Disposal Services

**CITY OF CRYSTAL RIVER**

**Rate Adjustment Matrix (Monthly)**

Effective Date: 10/1/2020

Line of Business	Current Rate	CPI Increase	Disposal Decrease	Amount Change	ADS New Rate	<u>City INCR</u>	Final Rate
Residential	\$14.42	2.9000%	0.0000%	\$0.42	\$14.84	\$1.15	\$15.99
Street Sweeping	\$388.64	2.9000%	0.0000%	\$11.27	\$399.91	\$53.95	\$453.86
Commerical (64-GL Carts)	\$18.74	2.9000%	0.0000%	\$0.54	\$19.28	\$2.60	\$21.88
Commerical (Container Lockbar)	\$60.43	2.9000%	0.0000%	\$1.75	\$62.18	\$8.39	\$70.57
<b>Commercial</b> (FEL Containers)	<b>See Below - Rates are based on Container Size and Frequency of Collection Service</b>						
2 cu.yd. X 1	\$47.54	2.9000%	0.0000%	\$1.38	\$48.92	\$6.60	\$55.52
2 cu.yd. X 2	\$95.08	2.9000%	0.0000%	\$2.76	\$97.84	\$13.20	\$111.04
2 cu.yd. X 3	\$142.63	2.9000%	0.0000%	\$4.14	\$146.77	\$19.80	\$166.57
2 cu.yd. X 4	\$190.17	2.9000%	0.0000%	\$5.51	\$195.68	\$26.40	\$222.08
2 cu.yd. X 5	\$237.71	2.9000%	0.0000%	\$6.89	\$244.60	\$33.00	\$277.60
2 cu.yd. X 6	\$285.27	2.9000%	0.0000%	\$8.27	\$293.54	\$39.60	\$333.14
4 cu.yd. X 1	\$95.08	2.9000%	0.0000%	\$2.76	\$97.84	\$13.20	\$111.04
4 cu.yd. X 2	\$190.17	2.9000%	0.0000%	\$5.51	\$195.68	\$26.40	\$222.08
4 cu.yd. X 3	\$285.27	2.9000%	0.0000%	\$8.27	\$293.54	\$39.60	\$333.14
4 cu.yd. X 4	\$380.35	2.9000%	0.0000%	\$11.03	\$391.38	\$52.80	\$444.18
4 cu.yd. X 5	\$475.44	2.9000%	0.0000%	\$13.79	\$489.23	\$66.00	\$555.23
4 cu.yd. X 6	\$570.22	2.9000%	0.0000%	\$16.54	\$586.76	\$79.15	\$665.91
6 cu.yd. X 1	\$142.63	2.9000%	0.0000%	\$4.14	\$146.77	\$19.80	\$166.57
6 cu.yd. X 2	\$285.27	2.9000%	0.0000%	\$8.27	\$293.54	\$39.60	\$333.14
6 cu.yd. X 3	\$427.89	2.9000%	0.0000%	\$12.41	\$440.30	\$59.40	\$499.70
6 cu.yd. X 4	\$570.52	2.9000%	0.0000%	\$16.55	\$587.07	\$79.20	\$666.27
6 cu.yd. X 5	\$713.14	2.9000%	0.0000%	\$20.68	\$733.82	\$98.99	\$832.81
6 cu.yd. X 6	\$855.77	2.9000%	0.0000%	\$24.82	\$880.59	\$118.79	\$999.38
8 cu.yd. X 1	\$190.17	2.9000%	0.0000%	\$5.51	\$195.68	\$26.40	\$222.08
8 cu.yd. X 2	\$380.35	2.9000%	0.0000%	\$11.03	\$391.38	\$52.80	\$444.18
8 cu.yd. X 3	\$570.52	2.9000%	0.0000%	\$16.55	\$587.07	\$79.20	\$666.27
8 cu.yd. X 4	\$760.69	2.9000%	0.0000%	\$22.06	\$782.75	\$105.59	\$888.34
8 cu.yd. X 5	\$950.86	2.9000%	0.0000%	\$27.57	\$978.43	\$131.99	\$1,110.42
8 cu.yd. X 6	\$1,141.02	2.9000%	0.0000%	\$33.09	\$1,174.11	\$158.39	\$1,332.50
Industrial	\$180.99	2.9000%		\$5.25	\$186.24	\$25.12	\$211.36

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

**Meeting Date: August 24, 2020**

**Agenda Item Number: 9.A.**

---

**Requested Motion: Motion to authorize the Mayor to execute an development agreement between PCK Landholdings, LLC and the City of Crystal River, as necessary to move forward with Phase 2 of the Riverwalk project**

---

**Summary:**

Staff has been working to complete negotiations with individual property owners adjacent to the Riverwalk project and ensure all necessary legal documents related to each of the parcels are in place. PCK Landholdings, LLC owns Charlie's Fish House, a property that runs along the eastern portion of the Riverwalk Project area. The development agreement associated with this parcel has been signed by the owner. Staff is requesting authorization for the Mayor to execute the agreement on behalf of the City Council.

---

**Staff Recommendation:**

Staff recommends authorization for the Mayor to execute the agreement with PCK Landholdings, LLC.

---

**ATTACHMENTS:**

Description

Riverwalk Development Agreement

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Fink, Mia	Approved	8/20/2020 - 8:26 AM

PREPARED BY AND RETURN TO:

Robert W. Batsel, Jr.  
Gilligan, Gooding, Batsel, Anderson & Phelan, P.A.  
1531 SE 36th Avenue  
Ocala, Florida 34471

---

### **RIVERWALK DEVELOPMENT AGREEMENT**

THIS RIVERWALK DEVELOPMENT AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between:

- PCK LAND HOLDINGS, LLC, a Florida limited liability company, 224 NW US Highway 19, Crystal River, Florida (“Charlie’s”); and
- CITY OF CRYSTAL RIVER, a Florida municipal corporation, 123 NW US Highway 19, Crystal River, Florida 34428 (“City”).

**WHEREAS:**

- A. City is committed to the development and revitalization of the Downtown Commercial Waterfront Overlay District.
- B. Charlie’s is the fee owner of certain real property situated in Citrus County, Florida (“Property”), more particularly described in attached Exhibit A. The Property is located within the Downtown Commercial Waterfront Overlay District.
- C. City plans to construct a recreational corridor known as “Riverwalk”, located primarily on the northern and eastern shorelines of Kings Bay in Crystal River, to provide access to the waterfront for residents and visitors.
- D. City desires to acquire certain easements and shared riparian rights from Charlie’s for the purposes of constructing, operating and maintaining its Riverwalk Project.
- E. City has requested that Charlie’s execute an Easement and Riparian Rights Agreement providing for City’s construction, operation and maintenance of a portion of Riverwalk, permitting pedestrian and recreational access on an on grade and elevated trail/boardwalk over, across and through the lands and submerged lands more particularly described in the attached Exhibit B (“Upland Easement Area”) and Exhibit C (“Riparian Easement Area”).
- F. Charlie’s operates a fishing business, fish market, and restaurant on the Property, and desires to grant such easements and shared riparian rights to City pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and under the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Charlie’s agree as follows:

1. Purchase and Sale. Charlie’s agrees to sell, and City agrees to buy, easement interests and shared

Witnesses:

Marie Price  
SIGNATURE LINE

Marie Price  
PRINT NAME

Joe Meek  
SIGNATURE LINE

Michael P. Kotmehl  
PRINT NAME

PCK Land Holdings, LLC, a Florida  
limited liability company

By: Eva Carol Kotmehl

Its: MANAGER

**STATE OF FLORIDA**

**COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me  in person or  via remote online notarization this 18 day of August, 2020, by Eva Carol Kotmehl, who is  personally known to me or who has produced \_\_\_\_\_ as identification.

Susan L. Hughes

PRINT/TYPE NAME: Susan Hughes

My Commission Expires: October 29, 2021

Serial No., if any: \_\_\_\_\_



ATTEST:

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

MIA FINK, CITY CLERK

BY: JOE MEEK, MAYOR,  
CRYSTAL RIVER CITY COUNCIL

P

9. **Entire Agreement.** This Agreement and any exhibits attached hereto constitute the entire Agreement between City and Charlie's, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon City or Charlie's unless in writing and signed by both City and Charlie's.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

Marie Price  
SIGNATURE LINE

marie Price  
PRINT NAME

Michael C. Kofmehl  
SIGNATURE LINE

Michael C. Kofmehl  
PRINT NAME

PCK Land Holdings, LLC, a Florida  
limited liability company

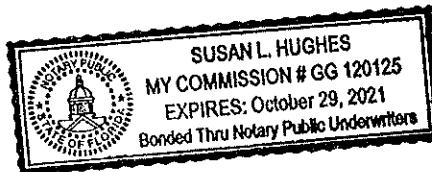
By: Charles P. Kofmehl, Sr.  
Its: MANAGER

**STATE OF FLORIDA**

**COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me  in person or  via remote online notarization this 18 day of August, 2020, by Charles P. Kofmehl Sr., who is  personally known to me or who has produced \_\_\_\_\_ as identification.

Susan L. Hughes  
PRINT/TYPE NAME: Susan Hughes  
My Commission Expires: October 29, 2021  
Serial No., if any: \_\_\_\_\_



**ADDITIONAL SIGNATURES FOLLOW**

riparian rights concerning Charlie's real property located in Citrus County, Florida, more particularly described in the attached Exhibit A ("Property").

2. Purchase Price. The purchase price shall be Fifty Thousand Dollars \$50,000.00 payable at Closing, which is intended to serve as full consideration for the rights granted herein, as well as Charlie's costs incurred for relocation and construction of its existing ice machine and cooler.

3. Closing.

3.1. Date. Closing shall be held at a location in the City of Crystal River, Florida and on a date selected by City, and shall occur simultaneously with the City's acquisition of the Pete's Property as provided in paragraph 4.1., below. City may select the closing agent to close the transaction and disburse the proceeds.

3.2. Deliverables at Closing.

3.2.1. Charlie's shall execute and deliver the following to City:

3.2.1.1. An executed Easement and Riparian Rights Agreement substantially similar to the form attached hereto as Exhibit D.

3.2.1.2. An executed Ground Lease (in the capacity of tenant) concerning Charlie's use of the Pete's Property (as described in paragraph 4.1, below), less and except the westerly ten feet (10') and northerly ten feet (10') of such parcel, which will be retained and used by the City for ingress, egress, and electrical utility facilities serving Riverwalk. The Riverwalk providing ingress and egress shall be limited to a maximum of five feet (5') in length. Such Ground Lease will allow Charlie's use of the leased premises for parking spaces and outdoor seating, which shall include commercially reasonable terms, including the following: (i) rent payable at the rate of \$1.00 per year; (ii) an initial lease term of ninety-nine (99) years; (iii) granting Charlie's the right to assign its rights and obligations arising under the Ground Lease to a third party upon reasonable notice to City; and (iv) terms providing for construction and maintenance of a maximum of four boat slips extending from the waterward side of leased premises.<sup>1</sup>

3.2.1.3. Any appropriate instruments and documentation to confirm the status and authority of Charlie's and validate Charlie's representations described herein.

3.2.2. City shall furnish a closing statement and pay the Purchase Price to Charlie's. Further, City shall execute and deliver the following to Charlie's:

3.2.2.1. An Easement and Riparian Rights Agreement substantially similar to the forms attached hereto as Exhibit D.

3.2.2.2. An executed Ground Lease (in the capacity of landlord) in the form

---

<sup>1</sup> Pursuant to that certain Riparian Rights Agreement referenced in paragraph 4.1., below, and Exhibit A to such agreement, City previously intended to construct five relocated boat slips. In light of Charlie's concern that the easternmost boat slip would impair boat traffic attempting to deliver seafood to Charlie's, City hereby agrees to limit the relocated boat slips to a total of four and to forego construction of the easternmost boat slip.

described in paragraph 3.2.1.2., above.

3.2.2.3. Any appropriate instruments and documentation to confirm the status and authority of City and validate City's representations described herein.

3.3. Expenses.

3.3.1. City shall pay for recording and documentary stamps due in connection with the Easement and Riparian Rights Agreement substantially similar to the form attached hereto as Exhibit D, any instruments necessary to effectuate such grants of easements and shared riparian rights set forth therein, and all costs necessary to acquire and cure or satisfy any title defects, liens, or encumbrances concerning the Leased Premises, as well as the costs of recording any related corrective instruments.

3.3.2. Each Party shall bear its own costs, expenses, and attorneys' fees in connection with the negotiation, preparation, execution and delivery of this Agreement and the transactions contemplated herein.

4. Conditions Precedent. The respective obligations of City and Charlie's to consummate this Agreement, and the purchase and sale contemplated hereby in accordance with the terms and provision of this Agreement, is subject to and contingent upon the fulfillment and satisfaction the following items or the waiver thereof by the benefitted party specified below:

4.1. *City Acquisition of Pete's Property.* Charlie's hereby acknowledges that pursuant to that certain Riparian Rights Agreement by and between City and Pete's Pier Dockside, LLC ("Pete's") dated March 27, 2020, City agreed to vacate and close a portion of Northwest 3rd Avenue and Pete's agreed to convey to City the real property more particularly described as follows ("Pete's Property"):

Lot 98 Less and Except the East 6.5 feet, ALL of Lots 99 and 100, and the East 6.5 feet of Lot 101, SYLVAN GLEN ADDITION to the Townsite of Crystal River, according to the map or plat thereof as recorded in Plat Book 1, Page 26, public records of Citrus County, Florida.

Such conveyance of the Pete's Property to City is necessary in order for the parties to perform pursuant to paragraphs 3.2.1.2., 3.2.1.3., 3.2.2.2, and 3.2.2.3., above. City shall make a good faith effort to acquire the Pete's Property and Charlie's shall not take any action that would interfere with City's efforts. However, if City is unable to do so, then either party may terminate this Agreement immediately and shall have no obligation to consummate this Agreement or the purchase and sale contemplated hereby.

4.2. *Charlie's Government Approval.* Charlie's obligations to consummate this Agreement and the purchase and sale contemplated hereby is contingent upon the its receipt of government approvals from the City of Crystal River in the form of a Special Use allowing the southern peninsular portion of the Property to be used as an open air dining area served by an outdoor, mobile, commercial kitchen ("Government Approvals").

4.2.1. The parties acknowledge that City cannot contractually agree to amend its Code of Ordinances. However, City will present an amendment to its Code of Ordinances for consideration by its Planning Commission and City Council, which will add a Special Use to be permitted in the Commercial Waterfront Overlay Zone which

would allow for an open-air dining area served by an outdoor, mobile, commercial kitchen. If the City's Code of Ordinances is not amended to include such Special Use, then then Charlie's may terminate this Agreement immediately and shall have no obligation to consummate the purchase and sale contemplated hereby.

4.2.2. Upon City's amendment of its Code of Ordinances as set forth in paragraph 4.2.1., Charlie's shall be responsible for obtaining, at Charlie's cost and expense, all required Government Approvals from City described in paragraph 4.2., and shall use reasonable efforts to successfully prosecute such Governmental Approvals, which efforts shall include the timely filing of all necessary applications and good faith attempt to respond to applicable requests for additional information and revised submittals. Charlie's failure to file all necessary applications within Ninety (90) days of the effective date of the ordinance amending its Code of Ordinances in the manner described in paragraph 4.2.1. shall constitute satisfaction and fulfillment of the contingency set forth in this paragraph, unless an extension is granted by City. However, if Charlie's makes a good faith effort but is unable to obtain the Government Approvals from City described in paragraph 4.2., then Charlie's may terminate this Agreement immediately and shall have no obligation to consummate the purchase and sale contemplated hereby.

5. Representations and Obligations of Charlie's. Charlie's represents and agrees as follows:

- 5.1. Charlie's holds marketable, record fee simple title to the Property, and is the sole owner of and has good right, title and authority to convey and transfer all the interest in the Property, free and clear of all liens and encumbrances, excepting only liens and encumbrances set forth herein and taxes which are not due and payable.
- 5.2. Charlie's shall convey interest in title subject only to liens, encumbrances, exceptions, or qualifications specified in this Agreement. Interest in the title shall be determined according to applicable Title Standards adopted by the Florida Bar. If title is found defective, City shall, prior to closing, notify Charlie's in writing specifying the defects. If the defects render the interest in title unreasonably encumbered, Charlie's shall have thirty (30) days (or such longer period as provided by City) from receipt of notice within which to cure any such defects or encumbrances. Charlie's shall, if the interest in title is found so encumbered, use diligent efforts to correct encumbrance in the title within the time provided therefore, including the bringing of necessary suits. If Charlie's is unable to timely cure a defect or encumbrance, City shall elect to either cancel this Agreement or accept title subject to existing defects and close the transaction.
6. Brokerage Commissions. Charlie's represents that it has not listed the Property with any real estate broker. Each party represents to the other that no real estate brokers, salespersons, agents or finder fees are involved in this transaction, and each party agrees to indemnify and hold harmless the other party from and against any claims by real estate brokers or other persons claiming by, through or under them.
7. Time of the Essence. Time is of the essence with respect to each provision of this Agreement which requires that action be taken by either party within a stated time period, or within a specified date.
8. Attorney's Fees and Costs. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all expenses and costs incurred, including court costs, reasonable attorney's fees, paralegal, investigative and any other paraprofessional fees whether incurred in trial, appellate, post-judgment or Bankruptcy proceeding.

EXHIBIT A

LEGAL DESCRIPTION – PARENT PARCEL

CHARLIE'S FISH HOUSE RESTAURANT

That part of Lots 95, 96 and 97 and the East 3.5 feet of Lot 98 lying North of the waters of Kings Bay and South of the Southerly right-of-way line of State Road 55 and also the North 168.5 feet of Lot 94, LESS AND EXCEPT that part included in the right-of-way of State Road 55, all lying and being in SYLVAN GLEN ADDITION to Crystal River, according to the plat thereof recorded in Plat book 1, Page 26, Public Records of Citrus County, Florida.

AND ALSO

A portion of the lands lying Southerly of Lots 95, 96, 97 and 98, Sylvan Glen Addition to Crystal River as recorded in Plat Book 1, Page 26, Public Records of Citrus County, Florida, said lands also being included in the Bulkhead Line Plat as recorded in Plat Book 4, Page 127, Public Records of Citrus County, Florida, and being more particularly described as follows: Commence at the intersection of the Southerly right-of-way line of State Road No. 55 (U.S. Highway No. 19) and the East line of Lot 94, Sylvan Glen Addition to Crystal River as recorded in Plat Book 1, Page 26, Public Records of Citrus County, Florida, said point being on the arc of a curve concaved Northeasternly having a central angle of 11° 50' 30" and a radius of 3879.83 feet, thence Northwesterly along said Southerly right-of-way line arc of State Road No. 55, a distance of 26.72 feet to a point on the waters of a canal (chord bearing and distance between said points being N 83° 35' 18" W 26.72 feet), thence along said waters the following courses and distances: S 4° 06' 20" W 37.62 feet S 4° 11' 50" W 45.30 feet, S 5° 08' 40" W 14.43 feet, S 6° 16' 20" W 9.04 feet, S 21° 25' 40" W 10.17 feet, S 22° 44' 30" W 5.79 feet and S 48° 31' 40" W 81.92 feet to a point on a Southerly extension of the West line of said Lot 94, Sylvan Glen Addition, said point being the Point of Beginning, said point being on the waters of a canal, thence along said waters of a canal and the waters of Crystal River the following courses and distances: S 48° 31' 40" W 0.52 feet, S 58° 58' 30" W 68.93 feet, S 62° 58' 50" W 52.96 feet, S 69° 52' 10" W 56.99 feet, S 70° 10' 40" W 22.01 feet, S 44° 54' 50" W 13.68 feet, S 25° 51' 50" W 13.39 feet, S 9° 23' 00" W 17.46 feet, S 17° 04' 10" E 13.67 feet, S 42° 46' 20" E 10.42 feet, S 77° 46' 50" E 14.80 feet, S 87° 20' 30" E 6.34 feet, N 80° 09' 30" E 16.09 feet, N 72° 52' 40" E 76.20 feet, N 72° 07' 40" E 56.23 feet and N 73° 58' 30" E 24.89 feet to a point on said Southerly extension of the West line of Lot 94, Sylvan Glen that bears S 0° 38' 05" W from the Point of Beginning, thence N 0° 38' 05" E along said Southerly extension 100.78 feet, more or less, to the Point of Beginning.

AND

Lot 94 of SYLVAN GLEN ADDITION TO TOWN OF CRYSTAL RIVER, according to the plat thereof recorded in Plat Book 1, page 26, public records of Citrus County, Florida, LESS AND EXCEPT the North 168.5 feet thereof and LESS AND EXCEPT the right-of-way of U.S. Highway 19.

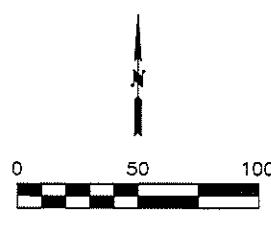
AND

West 3.0 feet of East 6.5 feet of Lot 98, SYLVAN GLEN ADDITION TO TOWNSITE OF CRYSTAL RIVER, according to the map or plat thereof as recorded in Plat Book 1, Page 26, Public Records of Citrus County, Florida.

SUBJECT to applicable land use and zoning restrictions and to easements, reservations and restrictions of record, if any, which are specifically not reimposed or extended hereby.

LEGEND:

△ = DESCRIPTIVE POINT	= DESCRIPTION LINES
L# = LINE NUMBER (SEE TABLE)	= EXISTING RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORD BOOK	= PROPOSED EASEMENT
PG. = PAGE	= CENTERLINE
R/W = RIGHT-OF-WAY	= LOT LINE
④ = PROJECT PARCEL NUMBER	= PARCEL LINE
④ = EASEMENT NUMBER	



DESCRIPTION:  
EASEMENT DESCRIPTION (207)

A PORTION OF THE LANDS AS SHOWN ON THE BULKHEAD LINE PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 127, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; LYING WITHIN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BULKHEAD LINE PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 127, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID BULKHEAD LINE PLAT, S00°04'32"W, 105.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, S00°04'32"W, 26.55 FEET; THENCE N85°13'20"W, 21.27 FEET; THENCE N76°01'44"W, 25.82 TO THE WESTERLY LINE OF SAID BULKHEAD LINE PLAT AND CONCRETE SEAWALL, AS SHOWN ON SAID PLAT; THENCE ALONG SAID BULKHEAD LINE AND CONCRETE SEAWALL, THE FOLLOWING TWO COURSES AND DISTANCES: N48°40'46"E, 8.27 FEET; N21°22'06"E, 15.22 FEET; THENCE S88°10'49"E, 34.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 975 SQUARE FEET (0.0224 ACRES), MORE OR LESS.

NOTES:

1. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND DOES NOT REPRESENT A CURRENT OR COMPLETE LINE SURVEY BY THIS FIRM. IT IS BASED ON THE SURVEY, FILE #1M/668, AND DATABASE OF KING'S BAY RIVERWALK BY GPI PREPARED FOR CITY OF CRYSTAL RIVER.
2. LINELINE AND BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY OF KING'S BAY RIVERWALK FOR CITY OF CRYSTAL RIVER, PROJECT #FOC-2013001.04, FILE #1M/668, FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), AS PREPARED BY GREENMAN-PEDERSEN, INC.
3. THIS SKETCH OF DESCRIPTION IS BASED ON TITLE INFORMATION CONTAINED WITHIN THE AMERICAN GOVERNMENT SERVICES CORPORATION OPINION OF TITLE FOR A/K NUMBER 1074398, DATED MARCH 7, 2016, AT 8:00 A.M.
4. THE REMAINDER OF THE ORIGINAL PARENT TRACT IS NOT DELINEATED HEREON.
5. COPIES OF THIS SKETCH OF DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

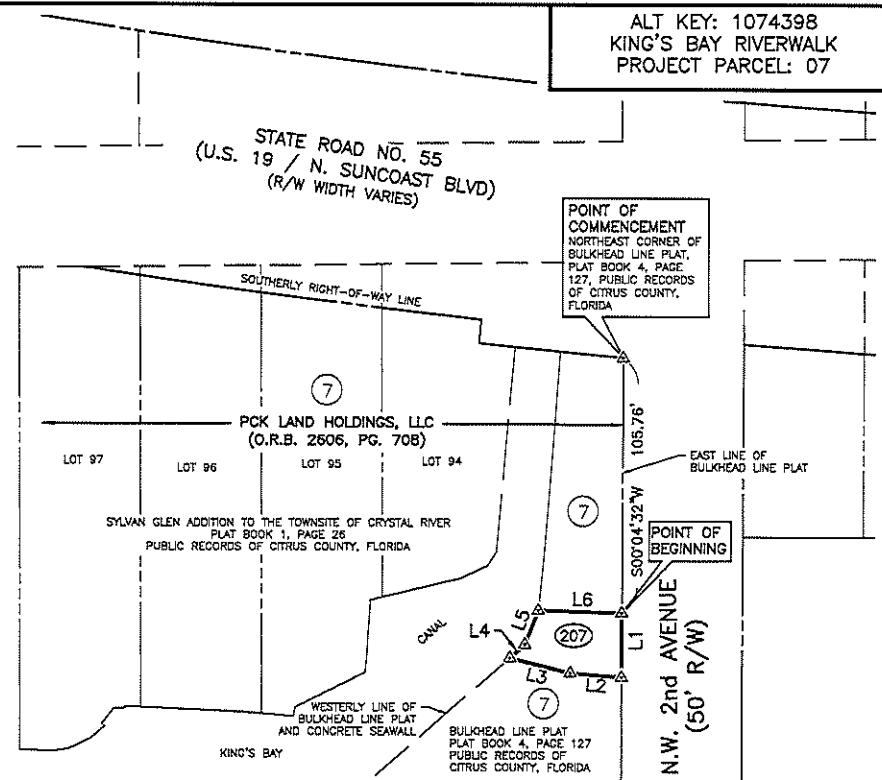
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT WE HAVE MADE A SKETCH OF DESCRIPTION, AS SHOWN HEREON, THAT IT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF; AND THAT THIS SKETCH AND PLAT CONFORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: .....

HAROLD B. PETERS  
PROFESSIONAL SURVEYOR & MAPPER 6301  
STATE OF FLORIDA (FOR THE FIRM LB6748)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°04'32"W	26.55'
L2	N85°13'20"W	21.27'
L3	N76°01'44"W	25.82'
L4	N48°40'46"E	8.27'
L5	N21°22'06"E	15.22'
L6	S88°10'49"E	34.55'



SKETCH OF DESCRIPTION  
FOR  
CITY OF CRYSTAL RIVER

**GPI** Geospatial, Inc.

3051 E. LIVINGSTON STREET, SUITE 300  
ORLANDO, FL, 32803 (407) 851-7880  
(LICENSED BUSINESS NO. 6748)

SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA		
DRAWN BY: D.R.H.	DATE OF SKETCH:	AUGUST 13, 2020
CHECKED BY: H.B.P.	REVISIONS:	F.B./PG: N/A
JOB #: GEO-2019180	B/13/2020 - REVISED PARCEL DIMENSIONS AND DESCRIPTION	FILE #: 3M/1467-07
COCO FILE: KBRW00.CRD		SHEET
DRAWING FILE: KBRW-P07.DWG		1 OF 1

**A SKETCH OF DESCRIPTION  
FOR A SUBMERGED LAND EASEMENT**

IN  
SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST,  
CITRUS COUNTY, FLORIDA  
FOR  
THE CITY OF CRYSTAL RIVER AND PCK LAND HOLDINGS, LLC

**SUBMERGED LAND EASEMENT DESCRIPTION**

## PARCEL 307 (EASEMENT AREA)

A PARCEL OF SUBMERGED LAND LYING WITHIN KINGS BAY, SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BULKHEAD LINE PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 127, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 55 (U.S. 19 / NORTH SUNCOAST BOULEVARD), AS SHOWN ON FDOT RIGHT OF WAY MAP SECTION 02030-XXXX AND A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 3879.83 FEET, 26.06 FEET, THROUGH A CENTRAL ANGLE OF 00°23'06" AND A CHORD BEARING AND DISTANCE OF N84°28'28"W, 26.06 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF KING'S BAY, FACE OF A CONCRETE SEAWALL, AND THE POINT OF BEGINNING; THENCE ALONG THE MEAN HIGH WATER OF KING'S BAY AND FACE OF CONCRETE SEAWALL THE FOLLOWING FIVE COURSES AND DISTANCES: S04°06'11"W, 38.11 FEET; THENCE S04°26'01"W, 45.30 FEET; THENCE S05°31'42"W, 23.48 FEET; THENCE S21°22'06"W, 15.89 FEET; THENCE S48°40'46"W, 3.88 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE AND CONCRETE SEAWALL, N88°10'49"W, 14.22 FEET; THENCE S57°57'20"W, 86.86 FEET; THENCE N87°15'32"W, 73.58 FEET; THENCE S45°24'31"W, 20.02 FEET; THENCE N90°00'00"W, 30.28 FEET; THENCE N81°05'53"W, 5.65 FEET; THENCE N00°30'07"W, 14.61 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF KING'S BAY AND FACE OF A CONCRETE SEAWALL; THENCE ALONG SAID MEAN HIGH WATER LINE OF KING'S BAY AND FACE OF CONCRETE SEAWALL THE FOLLOWING COURSES AND DISTANCES: S83°57'48"E, 5.82 FEET; THENCE S88°42'18"E, 14.26 FEET; THENCE N81°22'29"E, 5.64 FEET; THENCE N64°37'50"E, 10.20 FEET; THENCE N49°33'36"E, 7.71 FEET; THENCE N47°26'22"W, 1.54 FEET; THENCE N37°49'30"E, 8.16 FEET; THENCE N90°00'00"E, 4.37 FEET; THENCE N01°25'01"E, 0.63 FEET; THENCE S87°38'26"E, 34.29 FEET; THENCE S87°01'11"E, 13.84 FEET; THENCE S85°19'48"E, 21.97 FEET; THENCE N08°29'31"E, 3.69 FEET; THENCE N63°14'05"E, 8.33 FEET; THENCE N63°14'05"E, 24.06 FEET; THENCE N06°40'12"E, 4.97 FEET; THENCE N03°25'47"E, 25.00 FEET; THENCE N78°36'14"E, 38.39 FEET; THENCE N64°49'52"E, 12.14 FEET; THENCE N33°35'11"E, 6.95 FEET; THENCE N04°53'00"E, 85.38 FEET TO THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 55 (U.S. 19 / N SUNCOAST BOULEVARD) AND TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE EASTERLY, ALONG SAID CURVE, 18.96 FEET, THROUGH A CENTRAL ANGLE OF 00°16'48" AND A CHORD BEARING AND DISTANCE OF S84°08'31"E, 18.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 7341 SQUARE FEET (0.169 ACRES), MORE OR LESS.

**UPLAND PARCEL DESCRIPTION FOR PCK  
LAND HOLDINGS, LLC:  
(OFFICIAL RECORDS BOOK 2606, PAGE 708)**

THAT PART OF LOTS 95, 96 AND 97 AND THE EAST 3.5 FEET OF LOT 98 LYING NORTH OF THE WATERS OF KINGS BAY AND SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 55 AND ALSO THE NORTH 168.5 FEET OF LOT 94, LESS AND EXCEPT THAT PART INCLUDED IN THE RIGHT-OF-WAY OF STATE ROAD 55, ALL LYING AND BEING IN SYLVAN GLEN ADDITION TO CRYSTAL RIVER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

**GENERAL SURVEY NOTES**

1. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION FOR A SUBMERGED LAND EASEMENT AND DOES NOT REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM. THIS SUBMERGED LAND EASEMENT IS INTENDED TO SERVE PARCEL 07 OF THE KING'S BAY RIVERWALK, CRYSTAL RIVER, PHASE II, WATERWARD CONSTRUCTION DOCUMENTS.
2. LINENWORK AND BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY OF KING'S BAY RIVERWALK FOR CITY OF CRYSTAL RIVER, PROJECT #FOC-2013001.04, FILE #1M/668, FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).
3. MEAN HIGH WATER (MHW) ELEVATION AT THIS LOCATION IS 1.01 FEET, NAVD88, AS SHOWN ON THE MEAN HIGH WATER SURVEY PROCEDURAL APPROVAL, APPROVED BY LAMAR EVERE, PSM, WITH FDEP ON APRIL 7, 2015.
4. EASEMENTS, IF ANY, ARE NOT SHOWN HEREON.
5. ANY IMPROVEMENTS, OTHER THAN SHOWN HEREON, WERE NOT LOCATED OR A PART OF THIS SURVEY.
6. THIS SKETCH OF DESCRIPTION IS BASED ON TITLE INFORMATION CONTAINED WITHIN THE AMERICAN GOVERNMENT SERVICES CORPORATION OPINION OF TITLE FOR A/K NUMBER 1074398, DATED MARCH 7, 2016, AT 8:00 A.M.
7. COPIES OF THIS SKETCH OF DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. THIS SURVEY IS CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, THE CITY OF CRYSTAL RIVER, AND THE OWNERS OF PCK LAND HOLDINGS, LLC.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT WE HAVE MADE A SKETCH OF DESCRIPTION, AS SHOWN HEREON, THAT IT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF; AND THAT THIS SKETCH AND PLAT CONFORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: \_\_\_\_\_

HAROLD B. PETERS  
PROFESSIONAL SURVEYOR & MAPPER 6301  
STATE OF FLORIDA (FOR THE FIRM LB6748)



**GPI Geospatial, Inc.**  
3051 E. LIVINGSTON STREET, SUITE 300  
ORLANDO, FL, 32803 (407) 851-7880  
(LICENSED BUSINESS NO. 6748)

LIDAR • PHOTOGRAHAMETRY • ASSET MANAGEMENT

SECTION 21-T18S-R17E	F.B./PG.: N/A
JOB NUMBER: FOC-2013001.04	FILE #: 3M/1487-307
DWG. NAME: KBRW-307-01.DWG	DRAWN BY: J.H.B.
COGO FILE: KBRW00.CRD	CHECKED BY: H.B.P.

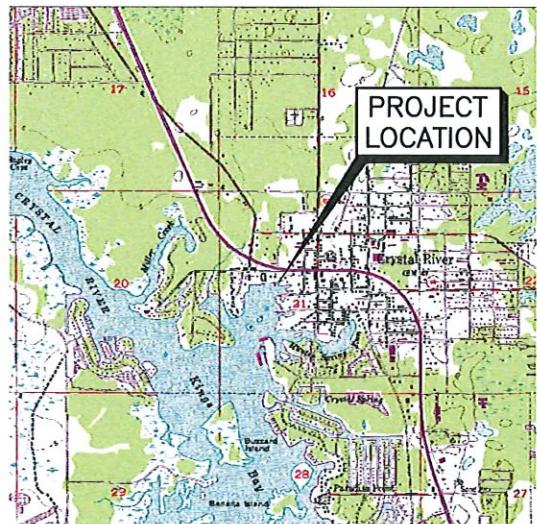
## LEGEND:

△ = DESCRIPTIVE POINT	— = DESCRIPTION LINES
L# = LINE NUMBER	— - - - = EXISTING RIGHT-OF-WAY
C# = CURVE NUMBER	— - - - - = LOT LINE
O.R.B. = OFFICIAL RECORD BOOK	— - - - - = PARCEL LINE
PG. = PAGE	— - - - - = SUBMERGED LAND LEASE
R/W = RIGHT-OF-WAY	— - - - - - - - = PROPOSED RIVERWALK FOOTPRINT
(##) = PROJECT PARCEL NUMBER	
L = ARC LENGTH	
R = RADIUS	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S04°06'11"W	38.11'
L2	S04°26'01"W	45.30'
L3	S05°31'42"W	23.48'
L4	S21°22'06"W	15.89'
L5	S48°40'46"W	3.88'
L6	N88°10'49"W	14.22'
L7	S57°57'20"W	86.86'
L8	N87°15'32"W	73.58'
L9	S45°24'31"W	20.02'
L10	N90°00'00"W	30.28'
L11	N81°05'53"W	5.65'
L12	N00°30'07"W	14.61'
L13	S83°57'48"E	5.82'
L14	S88°42'18"E	14.26'
L15	N81°22'29"E	5.64'
L16	N64°37'50"E	10.20'
L17	N49°33'36"E	7.71'
L18	N47°26'22"W	1.54'
L19	N37°49'30"E	8.16'
L20	N90°00'00"E	4.37'
L21	N01°25'01"E	0.63'
L22	S87°38'26"E	34.29'
L23	S87°01'11"E	13.84'
L24	S85°19'48"E	21.97'
L25	N08°29'31"E	3.69'
L26	N63°14'05"E	8.33'
L27	N63°14'05"E	24.06'
L27A	N06°40'12"E	4.97'
L28	N03°25'47"E	25.00'
L29	N76°36'14"E	38.39'
L30	N64°49'52"E	12.14'
L31	N33°35'11"E	6.95'
L32	N04°53'00"E	85.38'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	BEARING	DELTA ANGLE
C1	3879.83'	26.06'	26.06'	S84°28'28"E	0°23'06"
C2	3879.83'	18.96'	18.96'	S84°08'31"E	0°16'48"
C3	3879.83'	14.99'	14.99'	S83°53'29"E	0°13'17"

LOCATION MAP



SCALE: 1" = 5,000'

PAGE 2 OF 3 REVISION: 08/14/2020 - REVISED PARCEL LINE NOTES AND LINE TABLE DATE OF SKETCH: DECEMBER 5, 2016



**GPI Geospatial, Inc.**  
3051 E. LIVINGSTON STREET, SUITE 300  
ORLANDO, FL, 32803 (407) 851-7880  
(LICENSED BUSINESS NO. 6748)

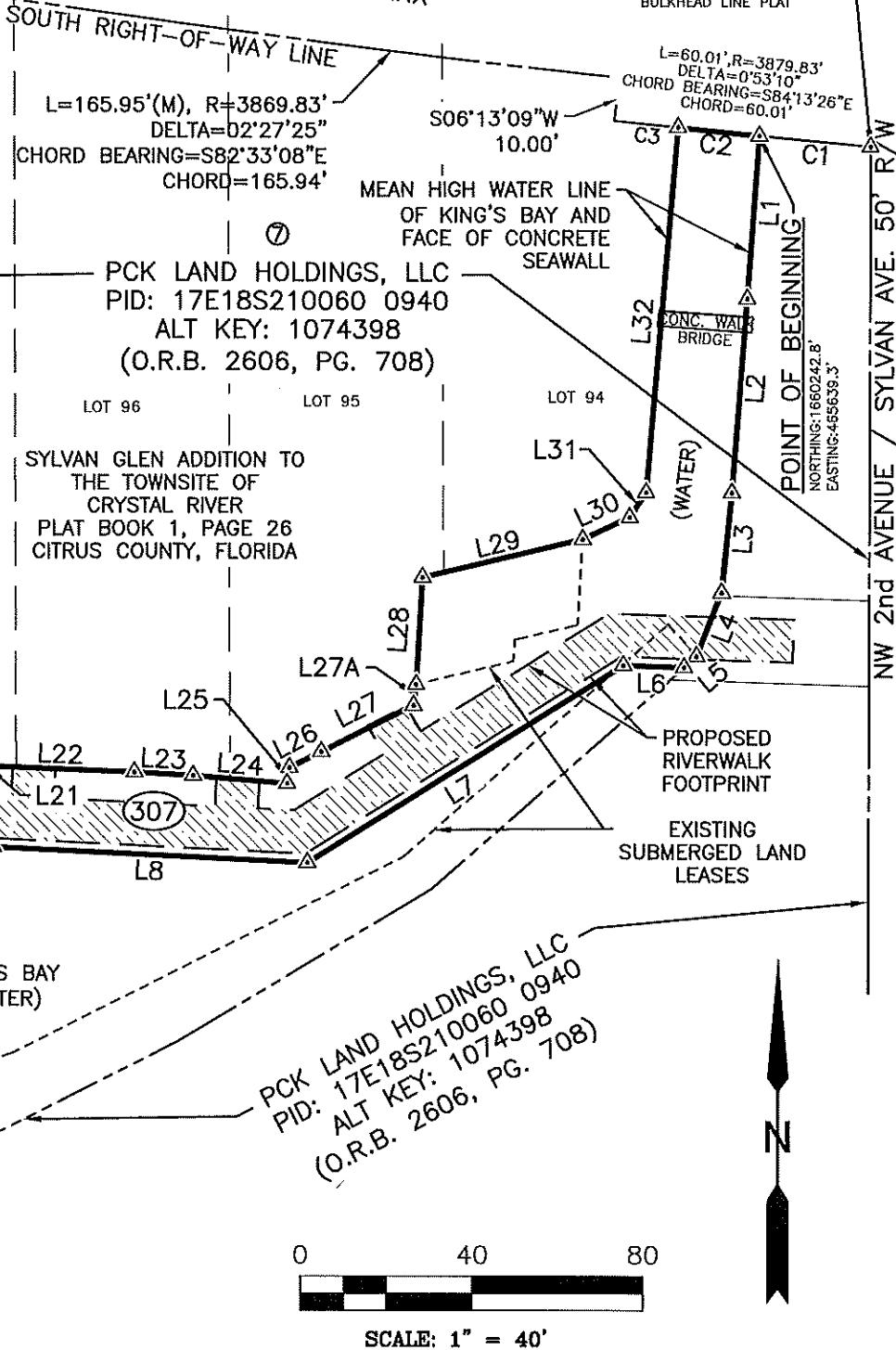
LiDAR • PHOTOGRAHMETRY • ASSET MANAGEMENT

SECTION 21-T18S-R17E	F.B./PG.: N/A
JOB NUMBER: FOC-2013001.04	FILE #: 3M/1467-307
DWG. NAME: KBRW-307-02.DWG	DRAWN BY: J.H.B.
COGO FILE: KBRW00.CRD	CHECKED BY: H.B.P.

STATE ROAD NO. 55  
 (U.S. 19 / N SUNCOAST BLVD)  
 FDOT RIGHT OF WAY MAP  
 SECTION 02030-XXXX

N89°22'24"E  
 33.31'

POINT OF  
 COMMENCEMENT  
 NORTHEAST CORNER OF  
 BULKHEAD LINE PLAT



PAGE 3 OF 3 REVISION: 08/14/2020 - REVISED PARCEL LINE NOTES AND LINE TABLE DATE OF SKETCH: DECEMBER 5, 2016

**GPI**

**GPI Geospatial, Inc.**

3051 E. LIVINGSTON STREET, SUITE 300  
 ORLANDO, FL, 32803 (407) 851-7880  
 (LICENSED BUSINESS NO. 6748)

LiDAR • PHOTOGRAHMETRY • ASSET MANAGEMENT

SECTION 21-T18S-R17E

F.B./PG.: N/A

JOB NUMBER: FOC-2013001.04

FILE #: 3M/1467-307

DWG. NAME: KBRW-307-03.DWG

DRAWN BY: J.H.B.

COGO FILE: KBRW00.CRD

CHECKED BY: H.B.P.

PREPARED BY AND RETURN TO:

Robert W. Batsel, Jr.  
Gilligan, Gooding, Batsel & Anderson, P.A.  
1531 SE 36th Avenue  
Ocala, Florida 34471

---

**EASEMENT AND RIPARIAN RIGHTS AGREEMENT**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

- PCK LAND HOLDINGS, LLC, a Florida limited liability company, 224 NW US Highway 19, Crystal River, Florida ("Grantor"); and
- CITY OF CRYSTAL RIVER, a Florida municipal corporation, 123 NW US Highway 19, Crystal River, Florida 34428 ("Grantee").

1. **Grant of Upland Easement for Riverwalk.** Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, upon the conditions hereinafter set forth, a perpetual non-exclusive easement for the purpose of construction, placement, maintenance and use of the City's "Riverwalk" consisting of an on grade and elevated boardwalk, electric utilities, and utility features providing lighting, water service, and stormwater management (all such items being referred to as the "Facilities"), as well as a perpetual, non-exclusive access easement for the purpose of ingress and egress, over, under, across and upon the land particularly described in the attached **Exhibit A** ("Upland Easement Area").
2. **Grant of Shared Riparian Rights.** Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, upon the conditions hereinafter set forth, perpetual shared riparian rights with the City over, under, across and upon the submerged lands particularly described in the attached **Exhibit B** ("Riparian Easement Area"), for the purpose of construction, placement, maintenance, and use of the City's Riverwalk and the Facilities, which shall include the perpetual, non-exclusive right to use such Riverwalk and Facilities for the purpose of pedestrian ingress and egress to Riverwalk.
3. The rights granted in paragraphs 1 and 2 specifically include: (a) the right of perpetual ingress and egress on the Upland Easement Area and Riparian Easement Area (collectively "Easement Areas") to inspect, construct, repair, maintain, rebuild, remove and service the Facilities; and (b) the right to clear the Easement Areas of trees, limbs, and undergrowth which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities. It is expressly understood that Grantee shall not have the right to use any of the lands lying outside of the Easement Areas and shall not use the Easement Areas for staging or storage of equipment except as necessary for work to be conducted on the Easement Areas. Further, to the extent Grantee's use of the Easement Areas causes any disturbance to the surface of the Easement Areas, Grantee will restore the surface of all disturbed areas within the Easement Areas to their original contour and condition, and to the extent Grantee's use of the Easement Areas results in damage to existing improvements, Grantee agrees to repair and replace such improvements with the same, like or better quality at their original locations to the extent practicable.

4. Grantor reserves the right and privilege to continue to use the Easement Areas for all other purposes, except as herein stated, provided that: (a) Grantor's use does not interfere with Grantee's use of the Easement Areas as set forth herein or the public's use of the Riverwalk for ingress and egress; (b) Grantor's use does not include commercial use of the Easement Areas, such as unloading of fish or seafood, outdoor seating or dining areas, or any commercial activity ancillary to its fish market or restaurant (other than pedestrian ingress or egress); and (c) no new buildings or structures, shall be located, constructed, excavated or created by Grantor within the Easement Areas.
5. Grantee shall obtain all necessary governmental approval of all plans relating to construction of any improvements within the Easement Areas prior to commencement of construction thereof. Any improvements constructed pursuant to this Agreement shall be constructed at Grantee's sole cost and expense in accordance with the approved plans and permits related thereto and applicable statutes, codes, rules, regulations and ordinances, shall be diligently pursued to completion, and shall be maintained in a presentable fashion.
6. Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Areas for the purposes herein expressed, the rights granted hereby shall become null and void, and all the right, title, and interest in and to the Easement Areas and Grantor's riparian rights shall revert to Grantor, and the Grantor may retain any portion of the Riverwalk Project that has been constructed upon Grantor's Property or within Grantor's riparian rights or the Grantor may have the improvements removed at the Grantee's expense. Notwithstanding, it is acknowledged that Grantee's ability to proceed with construction of the Riverwalk is contingent on the availability of funding. The failure to construct improvements due to lack of funding shall not be deemed to be Grantee's abandonment of its use of the Easement Area absent a Resolution of Grantee's City Council recognizing abandonment of this Agreement.
7. Grantee shall not construct or maintain any landscaping that obstructs or impairs Grantor's use of the parking facilities located within the Upland Easement Area.
8. Grantee agrees that the portions of the Riverwalk Project constructed within the Easement Areas shall be constructed at the minimum elevation that can be approved by all applicable regulatory agencies.
9. Prior to construction of improvements, Grantee shall apply for and obtain applicable Submerged Lands authorization from the Florida Department of Environmental Protection, necessary for the construction of the Riverwalk. Grantor hereby grants Grantee and easement to share Grantor's riparian rights for the benefit of the westward segment of the Riverwalk and for the Sylvan Glen Spring Run and FDOT Cross Drainage area adjacent to Grantor's Property.
10. This Agreement shall not convey nor dedicate any interest to the Grantee or the Public in the parking lot located on Grantor's Property. Grantor's parking lot shall remain private for the exclusive use of Grantor.
11. This Agreement along with its exhibits, hereby constitutes the entire agreement between the parties. No other representations, whether oral or written, which are not specifically mentioned herein shall be binding upon either party.
12. The granting of this easement and shared riparian rights to the Grantee is perpetual and shall inure to the benefit of the Grantee's successors and assigns, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Witnesses:

**PCK Land Holdings, LLC, a Florida  
limited liability company**

**SIGNATURE LINE**

By: \_\_\_\_\_

**PRINT/TYPE NAME**

Its: \_\_\_\_\_

**SIGNATURE LINE**

**PRINT/TYPE NAME**

**STATE OF FLORIDA  
COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me \_\_\_\_\_ in person or \_\_\_\_\_ via remote online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who is \_\_\_\_\_ personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

**INTENTIONAL PAGE BREAK – ADDITIONAL SIGNATURES ON FOLLOWING PAGE**

**Witnesses:**

**PCK Land Holdings, LLC, a Florida  
limited liability company**

---

**SIGNATURE LINE**

By: \_\_\_\_\_

---

PRINT/TYPE NAME

Its: \_\_\_\_\_

**SIGNATURE LINE**

PRINT/TYPE NAME

**STATE OF FLORIDA  
COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me \_\_\_\_\_ in person or \_\_\_\_\_ via remote online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, who is \_\_\_\_\_ personally known to me or who has produced \_\_\_\_\_ as identification.

Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

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

ATTEST:

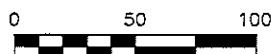
---

**MIA FINK, CITY CLERK**

JOE MEEK, MAYOR  
CRYSTAL RIVER CITY COUNCIL

LEGEND:

△ = DESCRIPTIVE POINT	===== = DESCRIPTION LINES
L# = LINE NUMBER (SEE TABLE)	----- = EXISTING RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORD BOOK	----- = PROPOSED EASEMENT
PG. = PAGE	----- = CENTERLINE
R/W = RIGHT-OF-WAY	----- = LOT LINE
### = PROJECT PARCEL NUMBER	----- = PARCEL LINE
#### = EASEMENT NUMBER	



SCALE: 1" = 50'

DESCRIPTION:

EASEMENT DESCRIPTION (207)

A PORTION OF THE LANDS AS SHOWN ON THE BULKHEAD LINE PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 127, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; LYING WITHIN SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BULKHEAD LINE PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 127, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID BULKHEAD LINE PLAT, S00°04'32"W, 105.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, S00°04'32"W, 26.55 FEET; THENCE N85°13'20"W, 21.27 FEET; THENCE N76°01'44"W, 25.82 FEET TO THE WESTERLY LINE OF SAID BULKHEAD LINE PLAT AND CONCRETE SEAWALL, AS SHOWN ON SAID PLAT; THENCE ALONG SAID BULKHEAD LINE AND CONCRETE SEAWALL THE FOLLOWING TWO COURSES AND DISTANCES: N48°40'46"E, 8.27 FEET; N21°22'06"E, 15.22 FEET; THENCE S88°10'49"E, 34.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 975 SQUARE FEET (0.0224 ACRES), MORE OR LESS.

NOTES:

1. THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND DOES NOT REPRESENT A CURRENT OR COMPLETE LINE SURVEY BY THIS FIRM. IT IS BASED ON THE SURVEY, FILE #1M/668, AND DATABASE OF KING'S BAY RIVERWALK BY GPI PREPARED FOR CITY OF CRYSTAL RIVER.
2. LINELINE AND BEARINGS SHOWN HEREON ARE BASED ON THE SURVEY OF KING'S BAY RIVERWALK FOR CITY OF CRYSTAL RIVER, PROJECT #FOC-2013001.04, FILE #1M/668, FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), AS PREPARED BY GREENMAN-PEDERSEN, INC.
3. THIS SKETCH OF DESCRIPTION IS BASED ON TITLE INFORMATION CONTAINED WITHIN THE AMERICAN GOVERNMENT SERVICES CORPORATION OPINION OF TITLE FOR A/K NUMBER 1074398, DATED MARCH 7, 2018, AT 8:00 A.M.
4. THE REMAINDER OF THE ORIGINAL PARENT TRACT IS NOT DELINEATED HEREON.
5. COPIES OF THIS SKETCH OF DESCRIPTION ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

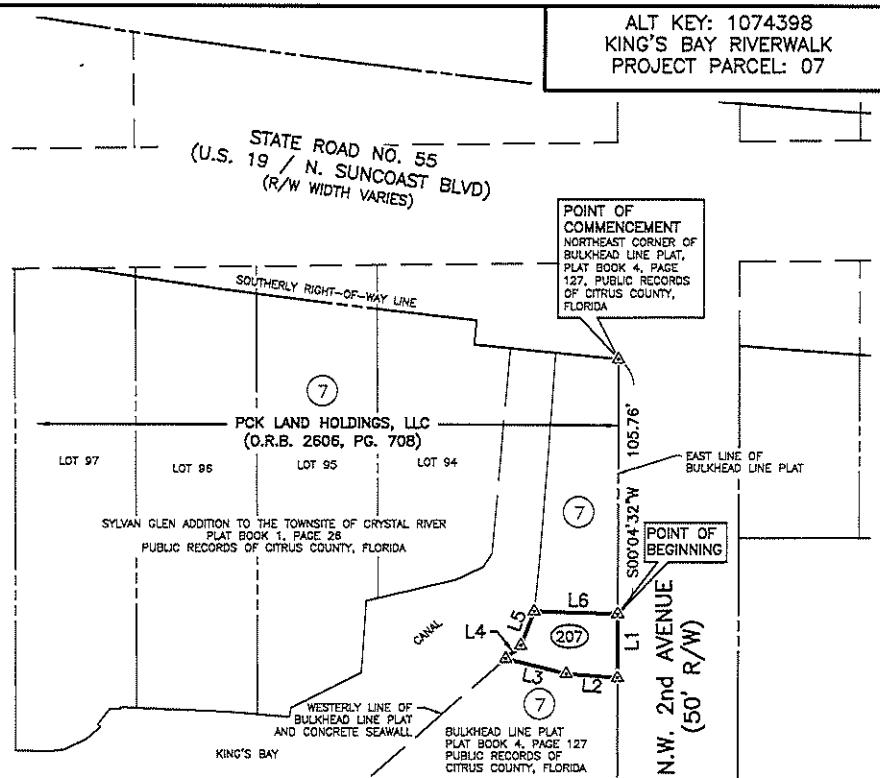
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT WE HAVE MADE A SKETCH OF DESCRIPTION, AS SHOWN HEREON, THAT IT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF; AND THAT THIS SKETCH AND PLAT CONFORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED:

HAROLD B. PETERS  
PROFESSIONAL SURVEYOR & MAPPER 6301  
STATE OF FLORIDA (FOR THE FIRM LB6748)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°04'32"W	26.55'
L2	N85°13'20"W	21.27'
L3	N76°01'44"W	25.82'
L4	N48°40'46"E	8.27'
L5	N21°22'06"E	15.22'
L6	S88°10'49"E	34.55'



SKETCH OF DESCRIPTION  
FOR  
CITY OF CRYSTAL RIVER

GPI Geospatial, Inc.

3051 E. LIVINGSTON STREET, SUITE 300  
ORLANDO, FL, 32803 (407) 851-7880  
(LICENSED BUSINESS NO. 6748)

SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA	DRAWN BY: D.R.H.	DATE OF SKETCH: AUGUST 13, 2020	SCALE: 1" = 50'
CHECKED BY: H.B.P.	REVISIONS:	F.B./PG.:	N/A
JOB#: GEO-2019180	8/13/2020 - REVISED PARCEL DIMENSIONS AND DESCRIPTION	FILE #:	3M/1467-07
COCO FILE: KBRW00.CRD		SHEET	
DRAWING FILE: KBRW-P07.DWG		1 OF 1	

**A SKETCH OF DESCRIPTION  
FOR A SUBMERGED LAND EASEMENT**

IN  
SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST,  
CITRUS COUNTY, FLORIDA  
FOR  
THE CITY OF CRYSTAL RIVER AND PCK LAND HOLDINGS, LLC

**SUBMERGED LAND EASEMENT DESCRIPTION**

## PARCEL 307 (EASEMENT AREA)

A PARCEL OF SUBMERGED LAND LYING WITHIN KINGS BAY, SECTION 21, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BULKHEAD LINE PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 127, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 55 (U.S. 19 / NORTH SUNCOAST BOULEVARD), AS SHOWN ON FDOT RIGHT OF WAY MAP SECTION 02030-XXXX AND A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 3879.83 FEET, 26.06 FEET, THROUGH A CENTRAL ANGLE OF 00°23'06" AND A CHORD BEARING AND DISTANCE OF N84°28'28"W, 26.06 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF KING'S BAY, FACE OF A CONCRETE SEAWALL, AND THE POINT OF BEGINNING; THENCE ALONG THE MEAN HIGH WATER OF KING'S BAY AND FACE OF CONCRETE SEAWALL THE FOLLOWING FIVE COURSES AND DISTANCES: S04°06'11"W, 38.11 FEET; THENCE S04°26'01"W, 45.30 FEET; THENCE S05°31'42"W, 23.48 FEET; THENCE S21°22'06"W, 15.89 FEET; THENCE S48°40'46"W, 3.88 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE AND CONCRETE SEAWALL, N88°10'49"W, 14.22 FEET; THENCE S57°57'20"W, 86.86 FEET; THENCE N87°15'32"W, 73.58 FEET; THENCE S45°24'31"W, 20.02 FEET; THENCE N90°00'00"W, 30.28 FEET; THENCE N81°05'53"W, 5.65 FEET; THENCE N00°30'07"W, 14.61 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF KING'S BAY AND FACE OF A CONCRETE SEAWALL; THENCE ALONG SAID MEAN HIGH WATER LINE OF KING'S BAY AND FACE OF CONCRETE SEAWALL THE FOLLOWING COURSES AND DISTANCES: S83°57'48"E, 5.82 FEET; THENCE S88°42'18"E, 14.26 FEET; THENCE N81°22'29"E, 5.64 FEET; THENCE N64°37'50"E, 10.20 FEET; THENCE N49°33'36"E, 7.71 FEET; THENCE N47°26'22"W, 1.54 FEET; THENCE N37°49'30"E, 8.16 FEET; THENCE N90°00'00"E, 4.37 FEET; THENCE N01°25'01"E, 0.63 FEET; THENCE S87°38'26"E, 34.29 FEET; THENCE S87°01'11"E, 13.84 FEET; THENCE S85°19'48"E, 21.97 FEET; THENCE N08°29'31"E, 3.69 FEET; THENCE N63°14'05"E, 8.33 FEET; THENCE N63°14'05"E, 24.06 FEET; THENCE N06°40'12"E, 4.97 FEET; THENCE N03°25'47"E, 25.00 FEET; THENCE N76°36'14"E, 38.39 FEET; THENCE N64°49'52"E, 12.14 FEET; THENCE N33°35'11"E, 6.95 FEET; THENCE N04°53'00"E, 85.38 FEET TO THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 55 (U.S. 19 / N SUNCOAST BOULEVARD) AND TO A NON-TANGENT INTERSECTION WITH A CIRCULAR CURVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 3879.83 FEET; THENCE EASTERLY, ALONG SAID CURVE, 18.96 FEET, THROUGH A CENTRAL ANGLE OF 00°16'48" AND A CHORD BEARING AND DISTANCE OF S84°08'31"E, 18.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 7341 SQUARE FEET (0.169 ACRES), MORE OR LESS.

**UPLAND PARCEL DESCRIPTION FOR PCK  
LAND HOLDINGS, LLC:**  
**(OFFICIAL RECORDS BOOK 2606, PAGE 708**

THAT PART OF LOTS 95, 96 AND 97 AND THE EAST 3.5 FEET OF LOT 98 LYING NORTH OF THE WATERS OF KINGS BAY AND SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 55 AND ALSO THE NORTH 168.5 FEET OF LOT 94, LESS AND EXCEPT THAT PART INCLUDED IN THE RIGHT-OF-WAY OF STATE ROAD 55, ALL LYING AND BEING IN SYLVAN GLEN ADDITION TO CRYSTAL RIVER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 26, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT WE HAVE MADE A SKETCH OF DESCRIPTION, AS SHOWN HEREON, THAT IT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF; AND THAT THIS SKETCH AND PLAT CONFORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: \_\_\_\_\_

HAROLD B. PETERS  
PROFESSIONAL SURVEYOR & MAPPER 6301  
STATE OF FLORIDA (FOR THE FIRM LB6748)



**GPI Geospatial, Inc.**

3051 E. LIVINGSTON STREET, SUITE 300  
ORLANDO, FL, 32803 (407) 851-7880  
(LICENSED BUSINESS NO. 6748)

LIDAR • PHOTOGRAHMETRY • ASSET MANAGEMENT

SECTION 21-T18S-R17E	F.B./PG.: N/A
JOB NUMBER: FOC-2013001.04	FILE #: 3M/1467-307
DWG. NAME: KBRW-307-01.DWG	DRAWN BY: J.H.B.
COGO FILE: KBRW00.CRD	CHECKED BY: H.B.P.

## LEGEND:

△ = DESCRIPTIVE POINT	— = DESCRIPTION LINES
L# = LINE NUMBER	— - - - = EXISTING RIGHT-OF-WAY
C# = CURVE NUMBER	— — — — = LOT LINE
O.R.B. = OFFICIAL RECORD BOOK	— — — = PARCEL LINE
PG. = PAGE	— - - - = SUBMERGED LAND LEASE
R/W = RIGHT-OF-WAY	= PROPOSED RIVERWALK FOOTPRINT
(##) = PROJECT PARCEL NUMBER	
L = ARC LENGTH	
R = RADIUS	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S04°06'11"W	38.11'
L2	S04°26'01"W	45.30'
L3	S05°31'42"W	23.48'
L4	S21°22'06"W	15.89'
L5	S48°40'46"W	3.88'
L6	N88°10'49"W	14.22'
L7	S57°57'20"W	86.86'
L8	N87°15'32"W	73.58'
L9	S45°24'31"W	20.02'
L10	N90°00'00"W	30.28'
L11	N81°05'53"W	5.65'
L12	N00°30'07"W	14.61'
L13	S83°57'48"E	5.82'
L14	S88°42'18"E	14.26'
L15	N81°22'29"E	5.64'
L16	N64°37'50"E	10.20'
L17	N49°33'36"E	7.71'
L18	N47°26'22"W	1.54'
L19	N37°49'30"E	8.16'
L20	N90°00'00"E	4.37'
L21	N01°25'01"E	0.63'
L22	S87°38'26"E	34.29'
L23	S87°01'11"E	13.84'
L24	S85°19'48"E	21.97'
L25	N08°29'31"E	3.69'
L26	N63°14'05"E	8.33'
L27	N63°14'05"E	24.06'
L27A	N06°40'12"E	4.97'
L28	N03°25'47"E	25.00'
L29	N76°36'14"E	38.39'
L30	N64°49'52"E	12.14'
L31	N33°35'11"E	6.95'
L32	N04°53'00"E	85.38'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3879.83'	26.06'	26.06'	S84°28'28"E	0°23'06"
C2	3879.83'	18.96'	18.96'	S84°08'31"E	0°16'48"
C3	3879.83'	14.99'	14.99'	S83°53'29"E	0°13'17"

## LOCATION MAP



SCALE: 1" = 5,000'

PAGE 2 OF 3    REVISION: 08/14/2020 – REVISED PARCEL LINE NOTES AND LINE TABLE    DATE OF SKETCH: DECEMBER 5, 2016

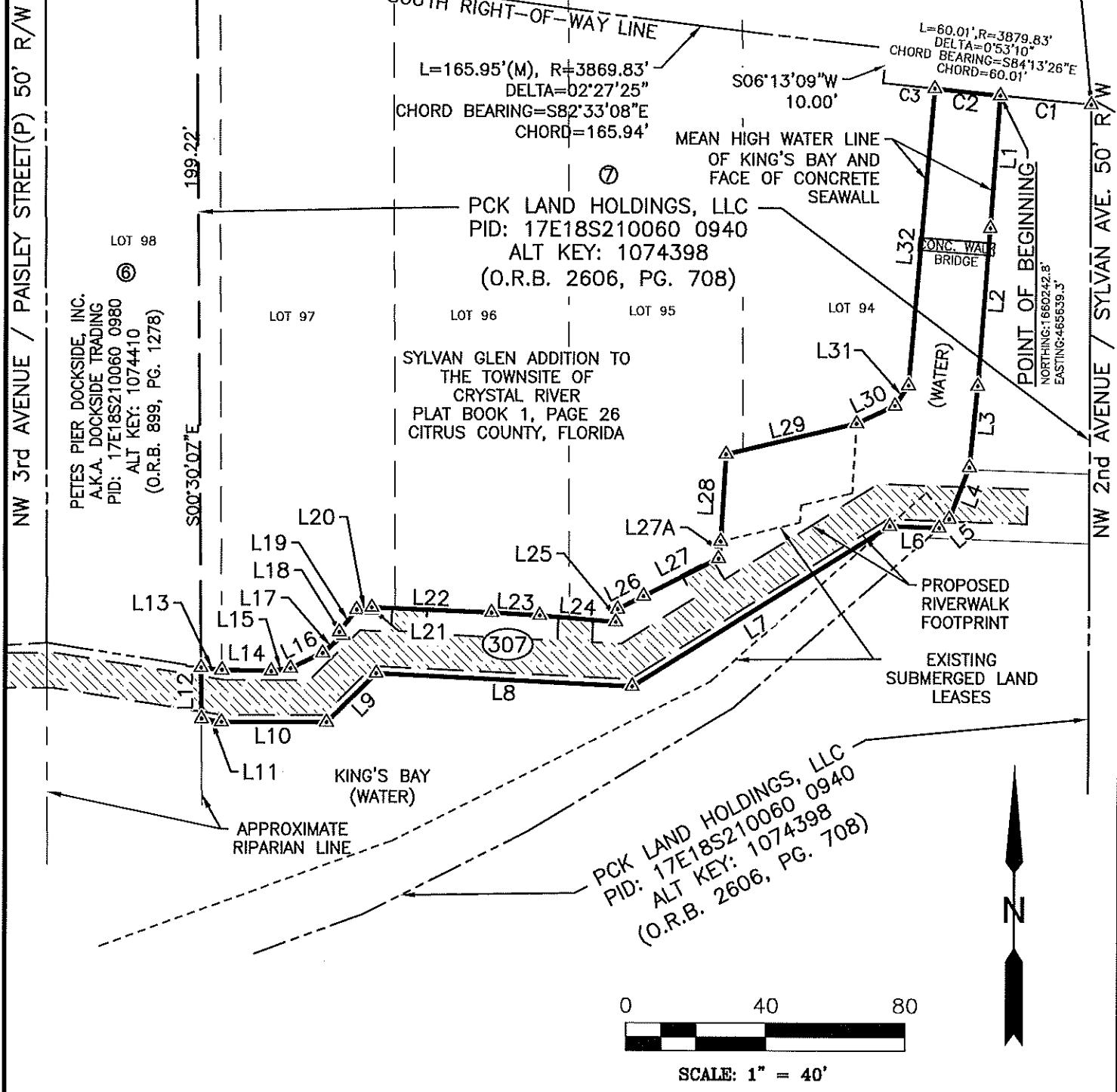


**GPI Geospatial, Inc.**  
3051 E. LIVINGSTON STREET, SUITE 300  
ORLANDO, FL, 32803 (407) 851-7880  
(LICENSED BUSINESS NO. 6748)

LiDAR • PHOTOGRAHMETRY • ASSET MANAGEMENT

SECTION 21-T18S-R17E	F.B./PG.: N/A
JOB NUMBER: FOC-2013001.04	FILE #: 3M/1467-307
DWG. NAME: KBRW-307-02.DWG	DRAWN BY: J.H.B.
COGO FILE: KBRW00.CRD	CHECKED BY: H.B.P.

STATE ROAD NO. 55  
 (U.S. 19 / N SUNCOAST BLVD)  
 FDOT RIGHT OF WAY MAP  
 SECTION 02030-XXXX



**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

**Meeting Date: August 24, 2020**

**Agenda Item Number: 9.B.**

---

**Requested Motion: COVID 19 Update**

---

**Summary:**

The City Manager wishes to provide Council with an update related to COVID- 19.

**Staff Recommendation:**

---

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Fink, Mia	Approved	8/20/2020 - 8:26 AM

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

**Meeting Date: August 24, 2020**

**Agenda Item Number: 9.C.**

---

**Requested Motion: Update regarding utilization of city parks by commercial paddle craft vendors**

---

**Summary:**

The City Manager wishes to provide Council with a status update regarding efforts to address issues related to utilization of city parks by commercial paddle craft vendors.

---

**Staff Recommendation:**

---

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Fink, Mia	Approved	8/20/2020 - 8:26 AM

# CRYSTAL RIVER CITY COUNCIL

## Agenda Item Summary

Meeting Date: August 24, 2020

Agenda Item Number: 9.D.

---

**Requested Motion: Discussion of including \$50,000.00 in the FY2022 Budget for the Hernando/Citrus MPO**

---

### **Summary:**

On August 14th, the City Manager received a letter from the Hernando County Administrator requesting consideration of including a \$50,000.00 funding contribution to the Hernando/Citrus MPO in the FY2022 Budget. This letter has been included for reference.

In May of 2014, the City entered into an Interlocal Agreement with Citrus County, Hernando County, City of Brooksville and the City of Inverness for Creation of the MPO, which is also included for reference. The purpose of the agreement was to better facilitate a collective participation in the metropolitan planning process at a more local level. Prior to creation of the Hernando Citrus MPO, the local municipalities and surrounding counties were included as part of the Tampa Bay MPO.

The agreement sets forth the funding for the MPO through the Florida Department of Transportation. The agreement does not provide for funding from any other source. However, the letter from the County states that the MPO borrowed \$450,000 from Hernando County, until federal and state grants were received. It is staff's opinion that any funds used to pay back the loan should come from the allotment from the State and not the MPO members.

The City Manager wishes to initiate Council discussion on the matter.

---

### **Staff Recommendation:**

### **ATTACHMENTS:**

#### Description

MPO Funding Request Letter

Interlocal Agreement for Creation of the Metropolitan Planning Organization

### **REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Fink, Mia	Approved	8/20/2020 - 8:26 AM



## BOARD OF COUNTY COMMISSIONERS

20 NORTH MAIN STREET ◆ ROOM 263 ◆ BROOKSVILLE, FLORIDA 34601  
P 352.754.4002 ◆ F 352.754.4477 ◆ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

**VIA EMAIL:** [kfrink@crystalriverfl.org](mailto:kfrink@crystalriverfl.org)

August 14, 2020

Ken Frink, City Manager  
City of Crystal River  
123 NW Highway 19  
Crystal River, FL 34428

### RE: HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION FUNDING

Dear Mr. Frink:

Hernando and Citrus counties, and the municipalities of Crystal River, Inverness, and the City of Brooksville, have successfully worked together as the Hernando/Citrus Metropolitan Planning Organization (MPO) since 2014 when the Governor approved the reapportionment to create the current MPO structure. As you are aware, the ability of our individual governments to work together on transportation planning issues and prioritizing projects serves as a model for how other communities should collaborate in the successful leveraging of state and federal funding.

As I understand the history, Hernando County provided the start-up funding as a loan from the General Fund for cash flow purposes to enable the MPO to conduct general operations, personnel staffing, and consultant activities necessary for the required transportation planning activities of both counties. The program requires MPO expenses be incurred and posted in order to receive reimbursement from eligible federal and state grants. The start-up funding covers the transportation planning expenses for both counties. In addition, Hernando County provides services encompassing fiscal, financial, budgetary, human resources, Clerk of Court, and Legal support to the MPO through an Administrative Services Memorandum of Understanding.

In 2015, the Hernando County Board of County Commissioners established a separate fund for the MPO and provided a loan in the amount of \$450,000 to serve as a funding source for operating, personnel, and capital expenses until reimbursement from federal and state grants was received. Should the MPO dissolve or otherwise discontinue, the money would be returned to Hernando County to reimburse the General Fund.

The partnership of transportation planning for each of the two counties and the three cities continues to be served by the initial start-up for cash flow funding. As the area continues to grow and the transportation planning requirements increase, a larger cash outlay is required to undertake multiple activities in both counties at the same time. This is particularly evident during periods when the federal requirements mandate multiple planning activities are undertaken concurrently, such as the Long-Range Transportation Plan and the Transportation Improvement Plan. The data, public involvement, research, and document

activities can take up to one year or more to complete, encumbering large cash obligations for the issuance of purchase orders to consultants and to pay associated staffing/operating expenses. During these periods, additional cash flow funding is required and warranted to meet federal and state funding obligations. It is estimated that an additional \$250,000 would provide the sufficient cash flow to allow the MPO to meet their obligations and expenses under the program.

The MPO currently consists of nine elected officials: four from Hernando County, two from Citrus County, and one each from the City of Brooksville, the City of Crystal River, and the City of Inverness. During your annual budget preparation for Fiscal Year 2022, I am hopeful that you will consider an equitable contribution of \$50,000 per MPO Board membership seat representing your jurisdiction for this important transportation planning program. This would allow for the additional \$250,000 necessary to provide the sufficient cash flow for the program.

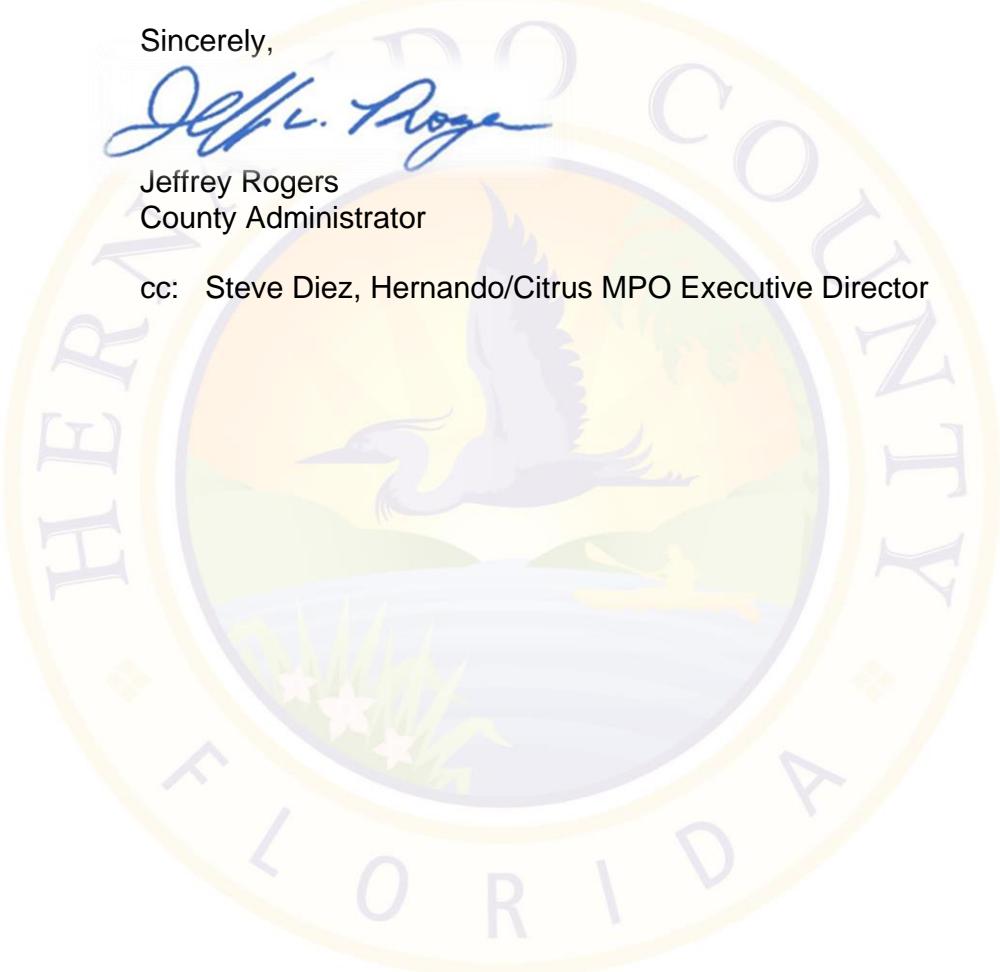
Please advise if you will be considering this request during your Fiscal Year 2022 budget preparation beginning on October 1, 2021 so that we may plan and budget appropriately next year for the MPO. I welcome your thoughts, suggestions, and ideas. Thank you for your consideration of this request.

Sincerely,

A blue ink signature of the name "Jeffrey Rogers".

Jeffrey Rogers  
County Administrator

cc: Steve Diez, Hernando/Citrus MPO Executive Director



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**INTERLOCAL AGREEMENT FOR CREATION OF THE  
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 12<sup>th</sup> day of May 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; HERNANDO COUNTY, CITRUS COUNTY, CITY OF BROOKSVILLE, CITY OF CRYSTAL RIVER AND CITY OF INVERNESS; collectively known as "the parties."

**RECITALS**

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303/5305, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303/5305, as amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303/5305, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Hernando/Citrus MPO for the Spring Hill and Homosassa Springs-Citrus Springs-Beverly Hills urbanized areas, herein after referred to as "the Metropolitan Planning Organization" or "the MPO". Further, the parties individually adopted by resolution the *MPO Redesignation, Planning Area Boundary Expansion & Reapportionment Plan* adopted by the Hernando County MPO on December 17, 2013 for presentation to the Governor;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 23rd day of April, 2014, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

## **ARTICLE 1** **RECITALS; DEFINITIONS**

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303/5305, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303/5305, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303/5305, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303/5305, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

## ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans.

Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

### **ARTICLE 3**

#### **MPO ORGANIZATION AND CREATION**

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Hernando/Citrus MPO.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

## **ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of nine (9) voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: Hernando County (4), Citrus County (2), City of Brooksville (1), City of Crystal River (1), City of Inverness (1), FDOT District Seven (one non-voting advisor).
- (b) All voting representatives shall be elected officials of general purpose local governments. All individuals acting as a representative of the governing board of the counties and cities shall first be selected by said governing board.
- (c) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

## **ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

## **ARTICLE 6** **FUNDING; INVENTORY REPORT; RECORD-KEEPING**

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

## **ARTICLE 7** **MISCELLANEOUS PROVISIONS**

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of

any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except Hernando County and Citrus County, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
  - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
  - (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

**Hernando County Board of County Commissioners**

20 North Main Street, Room 263  
Brooksville, FL 34601

**Citrus County Board of County Commissioners**

110 N. Apopka Ave  
Inverness, FL 34450

**Florida Department of Transportation**

11201 N. McKinley Drive, MS 7-500  
Tampa, FL 33612

**City of Brooksville**

201 Howell Avenue  
Brooksville, FL 34601

**City of Crystal River**

123 NW Highway 19  
Crystal River, FL 34428

**City of Inverness**

212 W. Main St  
Inverness, FL 34450

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
  - (1) The singular of any word or term includes the plural;
  - (2) The masculine gender includes the feminine gender; and
  - (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Interlocal Agreement for Creation of the Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

**City of Crystal River**

By: \_\_\_\_\_

Jim Farley, Mayor

Date: \_\_\_\_\_

May 12, 2014

Attest: \_\_\_\_\_

Carol Harrington  
City Clerk

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

City Attorney

**CRYSTAL RIVER CITY COUNCIL**  
**Agenda Item Summary**

**Meeting Date: August 24, 2020**

**Agenda Item Number: 10.A.**

---

**Requested Motion: Discussion regarding structures located at 579 SE US 19 and 589 SE US 19**

---

**Summary:**

Mayor Meek wishes to discuss options for addressing blighted structures located at 579 SE US 19 and 589 SE US 19.

**Staff Recommendation:**

**REVIEWERS:**

Department	Reviewer	Action	Date
Administration	Fink, Mia	Approved	8/20/2020 - 8:27 AM