

**CITY OF CEDAR KEY
COMMISSION MEETING AGENDA (UPDATED)**

June 16, 2026

5:00 PM

809 6th Street, Cedar Key, Florida

Call to Order

Pledge of Allegiance

Roll Call

- Vacant, Commissioner – Seat 1
- Nancy Sera, Commissioner – Seat 2
- Jim Wortham, Commissioner – Seat 3
- Dell Weible, Commissioner – Seat 4
- Mel Beckham, Commissioner – Seat 5

ACTION ITEM: Approval of the Meeting Agenda

ACTION ITEM: Consent Agenda for Minutes-Commission Meeting May 19, 2026

DISCUSSION ITEM: City Commissioner, Seat 1, Vacancy

Public Comment

Reports by Cedar Key Entities:

Cedar Key Water & Sewer District: General Managers Report and ROW Permits

Lions Club

Cedar Key Woman's Club

Chamber of Commerce

Cedar Key Aquaculture Association-Leslie Sturmer to request approval for two clam sculptures

Nature Coast Biological Station/NCBS

Cedar Key Arts Center

Cedar Key Non-Profit Organizations

Important Dates

- July 4 – 4th of July Activities and Fireworks at Park

Clerk's Office and Administration:

- **ACTION ITEM:** Resilient Florida Administration and Coordination Proposal for Gulf Blvd. Project-Dr. Savanna Barry
- **ACTION ITEM:** Memorandum of Understanding, Levy County Supervisor of Elections-Tammy Jones
- **DISCUSSION ITEM:** Purvis and Gray Audit Update
- **ACTION ITEM:** Transfer of Dock Lease-Daniel Smith
- **ACTION ITEM:** Development Review Application for Commercial RV Sites on Parcel No 0873200000- Corey Rudd, Taylor Construction
- **ACTION ITEM:** New Website and Automation Workshop Date
- **ACTION ITEM:** First Budget Workshop Date for 2026-2027

Public Works:

- **ACTION ITEM:** Proposal for Marina Paving

Fire Department/Emergency Management:

Police Department:

- **DISCUSSION ITEM:** Update for July 4th Preparations
- **ACTION ITEM:** Police Department Workshop Date

Attorney Items:

- **ORDINANCE NO. 565 FINAL READ- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA: VACATING, ABANDONING AND CLOSING A PORTION OF 4TH STREET LOCATED WITHIN CORPORATE BOUNDARIES OF THE CITY OF CEDAR KEY; RENOUNCING ANY RIGHT TO THE CITY AND THE PUBLIC TO THAT PORTION OF THE STREET SO CLOSED; PROVIDING AN EFFECTIVE DATE**

DISCUSSION ITEM: Outstanding Code Enforcement Status of Compliant

ACTION ITEM: Next CRA Meeting Date

Commissioner Discussion Items, Focus Areas, and Concerns

Adjournment at _____ p.m.



CITY OF CEDAR KEY
COMMISSION MEETING AGENDA **MINUTES**

May 19, 2026

5:00 PM

809 6th Street, Cedar Key, Florida

Call to Order

Invocation

Pledge of Allegiance

Roll Call

- Jolie Davis, Commissioner – Seat 1
- Nancy Sera, Commissioner – Seat 2
- Jim Wortham, Commissioner – Seat 3
- Dell Weible, Commissioner – Seat 4
- Mel Beckham, Commissioner – Seat 5 (Absent)

ACTION ITEM: Approval of the Meeting Agenda

Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous with amended changes and additions.

ACTION ITEM: Consent Agenda for Minutes-Commission Meeting April 21, 2026

Motion: Commissioner Davis. Second: Commissioner Sera. Vote: Unanimous.

Public Comment

Reports by Cedar Key Entities:

Cedar Key Water & Sewer District: General Managers Report

Motion by Commissioner Davis regarding the Nextower Agreement to request a declaratory ruling/judgement to the FCC. Second: Commissioner Weible. Vote: Unanimous.

Lions Club

Cedar Key Woman's Club

Chamber of Commerce

Cedar Key Aquaculture Association-Leslie Sturmer to request approval for two clam sculptures. Follow up to ensure locations for placement with Public Works.

Nature Coast Biological Station/NCBS

Cedar Key Arts Center

Cedar Key Non-Profit Organizations

Important Dates

- **Addition: May 23 – Cedar Key High School Graduation**
- **May 25 – Memorial Day (City Hall closed in observance)**
- **May 28 – Hurricane Awareness Day at City Hall from 9 AM – 12 PM**

Clerk's Office and Administration:

- **ACTION ITEM: Approve the removal and update of signature authority for Seacoast Bank**
Motion by Commissioner Davis to remove past commissioners and add Commissioner Mel Beckham with Commissioner Wortham, Commissioner Sera, and City Clerk, Brooke Smith to signature authority with Seacoast Bank. Second: Commissioner Sear. Vote: Unanimous.
- **ACTION ITEM: Approve the removal of individual commissioner override capability for the Hurricane Re-Entry Plan**
Discussion for clarification instead of an action item of vote. Updated the documents needed to prove residency and confirmed language.
- **ACTION ITEM: Selection of Gulf Blvd, Nature-Based Solutions Vendor**
Motion to nomination WSP for the project by Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous.
- **ACTION ITEM: Selection of Administrative and Coordination for Gulf Blvd Resilient Florida Grant Selection**
TABLED
- **ACTION ITEM: Approval of the Florida Communities Trust (FCT) Extension Agreement for the Gulf Blvd Project**
Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous.
- **ACTION ITEM: Approval of the James Moore Proposal for Finance Service**
Motion by Commissioner Davis to approve the proposal with a 50/50 split with the CRA for financial services and automation. Second: Commissioner Weible. Vote: Unanimous.
- **DISCUSSION ITEM: Review JPI Letter and Discuss Possible RFP**
Motion to procure a RFP for building department services by Commissioner Davis. Second: Commissioner Sear. Vote: Unanimous.

Public Works

Fire Department/Emergency Management:

- **ACTION ITEM: Resolution No 499 – Budget Amendment**
Motion: Commissioner Sear. Second: Commissioner Davis. Vote: Unanimous.

Police Department

Attorney Items:

- **(Addition) DISCUSSION ITEM: Discuss payment to Savinacious LLC for services of Task Order 3 for Substantial Damage Assessments related to Hurricane Helene. Commissioner consensus with the draft and signature of indemnity by Savinacious.**
- **ORDINANCE NO. 565 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA: VACATING, ABANDONING AND CLOSING A PORTION OF 4TH STREET LOCATED WITHIN CORPORATE BOUNDARIES OF THE CITY OF CEDAR KEY; RENOUNCING ANY RIGHT TO THE CITY AND THE PUBLIC TO THAT PORTION OF THE STREET SO CLOSED; PROVIDING AN EFFECTIVE DATE**
Motion: Commissioner Davis. Second: Commissioner Sear. Vote: 3-1
(Commissioner Wortham, nay)
- **RESOLUTION NUMBER 500 – A RESOLUTION TO THE CITY OF CEDAR KEY, FLORIDA, PURSUANT TO ITS HOME RULE AUTHORITY UNDER CHAPTER 166, FLORIDA STATUTES, AMENDING THE CITY’S CAPITALIZATION POLICY BY INCREASING THE CAPITAL ASSET THRESHOLD FROM \$1,000 TO \$5,000; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR RETROACTIVE APPLICATION; PROVIDING FOR RATIFICATION OF PRIOR ACTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**
Motion: Commissioner Davis. Second: Commissioner Davis. Vote: Unanimous.

PUBLIC HEARING ACTION ITEM: Approval of the Variance Request for 1018 Whiddon Avenue

Motion of approval by Commissioner Wortham with Staff Recommended Conditions.
Second: Commissioner Weible. Vote: Unanimous.

DISCUSSION ITEM: Facilitation of Department Head Performance for Position Description and Review by Beth Dieveney

Motion: Commissioner Davis. Second: Commissioner Sear. Vote: Unanimous.

Commissioner Discussion Items, Focus Areas, and Concerns

Adjournment at 6:50 p.m.

Commissioner Wortham, Mayor

ATTEST: 
Prepared by: Brooke Smith, City Clerk

STAFF RECOMMENDATION – VARIANCE REQUEST

Property: 1018 Whiddon Avenue, Cedar Key, Florida

Parcel ID: 0041900000

Applicant: Joe Hand

REQUEST:

The applicant requests a variance from Section 4-7.01.02 of the Laws of Cedar Key to allow the existing log cabin structure, currently located within the required front yard setback, to remain in its existing location and be converted into an accessory storage structure in conjunction with the construction of a new FEMA-compliant single-family residence to the rear of the property.

STAFF ANALYSIS:

Staff reviewed the application materials, site plan, photographs, and supporting narrative submitted by the applicant. The existing log cabin is identified by the applicant as a structure dating to approximately 1938 and is proposed to remain in place rather than being demolished. The submitted site plan demonstrates that the proposed new residence will be located to the rear (west) of the existing structure and elevated to meet FEMA requirements. Supporting documentation indicates the existing cabin would be retained as an accessory storage building following completion of construction.

Section 4-7.01.02 of the Laws of Cedar Key states that accessory buildings shall be permitted only in side and rear yards. The existing cabin does not meet this requirement due to its location within the front setback area.

In reviewing the variance criteria under Section 10.01.03, staff considered the following factors:

1. The request applies to an existing structure rather than new accessory construction within the front yard.
2. Demolition of the structure may result in loss of a historically significant and long-standing structure on the property as represented by the applicant.
3. The proposed development allows construction of a FEMA-compliant residence while reducing the need to remove the existing structure.
4. The applicant proposes no expansion of the existing cabin footprint and indicates the building will remain as storage only.
5. The request appears unique to the site configuration and redevelopment constraints associated with constructing an elevated FEMA-compliant residence.

CKWSD General Manager's Report 06.08.26

Florida Commerce CDBG-DR Grant Agreements: We have received the executed agreements from Florida Commerce for both CDBG-DR grants (Wastewater MS027) and Water MS029). We are awaiting procurement approval.

Nextower Communications Colocation Agreement: I again met with the Cedar Key City Commission in May to see if we can come to an agreement on the Water Tower Management Agreement with Nextower. The City remains concerned as to the validity of our current contract with Nextower and Nextower's right of first refusal on collocating communication providers. Evan has asked multiple times for supporting case law backing up the City's contention. The City has directed its attorney to request a Declaratory Judgment from the FCC in regards to the collocation agreement.

Employee Health Insurance Renewal: It is time for us to renew our health insurance policy for our employees. The coverage year begins July 1, 2026 and runs through June 30, 2027. We currently are insured through Florida Blue. I have contacted three health insurance companies for proposals who provide coverage in Florida. Their monthly rates are below:

AvMed (Gold Plan):	\$4,133.76
Florida Blue (Platinum Plan):	\$4,411.45
United Healthcare (Platinum Plan):	\$4,508.91

The Florida Blue proposal represents a 10.5% increase over 2025. The United Healthcare plan appears equal to our current Florida Blue platinum plan but is about \$100 more per month. The AvMed proposal does not include a platinum plan, so its proposal is apples and oranges. I fully recognize our health insurance policy is not inexpensive, but this coverage is for individual employees only. Our health insurance benefit is not abused by our staff. They understand the costs to the District and appreciate the security this level of coverage brings. I recommend we renew our Florida Blue platinum policy for 2026.

Guardian Employee Benefits Plan Renewal: Our expanded benefit plans (Life, Dental, and Vision) are through Guardian Insurance. Guardian's proposal for the new year features a 6% decrease in Life and Vision premiums along with no premium increase for Accidental Death & Dismemberment and Dental Insurance.

Workers Compensation Audit Adjustment – Brown and Brown Insurance: Our annual Workers Compensation Audit reflects an additional premium of \$1,207.00 based on actual vs expected payroll for a total of \$4,705.97. The budget for this is \$6,000.00.

	2024-25 Expected Payroll (Payroll at Inception)	2024-25 Audited Payroll	Difference
8810 – Clerical Office Employees	\$176,000	\$247,712	\$71,712 Increase
7520 – Waterworks Operations	\$ 98,568	\$56,541	\$41,027 Decrease
2024-25 Premium Paid	\$3,498.97	\$4,705.97	\$1,207 Additional Premium

Financial Reports: May marks the 66.7% point of the FY26 budget year. Water and sewer revenue is at 67.9% and Ad Valorem revenue is 91% of budget through May. Total traditional revenue (non-grant) is at 74% of budget. of the budgeted amount and is slightly above FY25.

Total payroll is 4.9% above budget and 3.4% above this budget period in 2025. Total traditional expenses (non-grant) are 54% of budget not including a large carryover from FY25 storm repairs.

Bill Adjustment Requests: As this time, we two Bill Adjustment Requests for the Board's consideration. Both requests meet the Board's adjustment criteria.

City of Cedar Key

The Island City

Phone (352) 543-5132 • Fax 1-866-674-2419 • P.O. Box 339 • Cedar Key, Florida 32625

RIGHT-OF-WAY UTILIZATION PERMIT APPLICATION

Please complete a separate application for each road

Date: 6/4/2026

JOHN RITTENHOUSE (CEDAR KEY WATER AND SEWER DISTRICT)

Business/Applicant's Name ("Permittee")

32 / 15 / 13

Section Township Range

510 3RD STREET

Applicant's Street Address

CORNER OF 3RD STREET AND D STREET

Project Road Name

CEDAR KEY, FLORIDA, 32625

Applicant's City, State, Zip

LS REHAB PHASE II - MATERIAL STAGING AREA

Subdivision and/or Site Plan Name (if applicable)

(352) 543-5285

Telephone Number

JRITTENHOUSE@CKWATER.ORG

Applicant's e-mail address

 /
Paid Date Rec'd By

Check appropriate box:

Underground Utility

Overhead Utility

Wireless Facility

Other Utilization

Description of Work:

PARCEL #0855500000 WILL BE UTILIZED AS THE MATERIAL STAGING AREA DURING THE CONSTRUCTION PHASE OF THE LIFT STATION REHABILITATION - PHASE II PROJECT.

Contractor: US WATER SERVICES CORPORATION

Telephone Number: (352) 278-8389

Start of Construction Date: 4/15/2026

Construction Duration: 270 days

Applicant declares that he/she has determined the location of all existing underground and aerial utilities. A letter of notification was mailed on 6/3/2026 to the following utilities & municipalities:

although existing overhead electrical utilities owned and operated by central florida cooperative, inc. are located around the project site. the proposed material staging area is not anticipated to interfere with or adversely affect these existing utilities.

By submitting and signing this application, the Applicant ("Permittee") declares that he/she has read the attached and agrees to be bound by the permit requirements and any and all general and special conditions herein.

Signature: John Rittenhouse

Title: GENERAL MANAGER

Contact Person: JOHN RITTENHOUSE

Telephone: (352) 543-5285

Fax: N/A. EMAIL: JRITTENHOUSE@CKWATER.ORG

Submit Permit to: City of Cedar Key, Post Office Box 339, Cedar Key, FL 32625

For inspection, call the City of Cedar Key Building Department at 352-543-5132

To Be Completed by City Staff

Permit #: _____

Permit Fee: _____

Checked by: _____

Date Checked: _____

Approved by: _____

Date Approved: _____

Special Conditions _____

Date Permit Expires: _____

City of Cedar Key
The Island City

Phone (352) 543-5132 • Fax 1-866-674-2419 • P.O. Box 339 • Cedar Key, Florida 32625

RIGHT-OF-WAY UTILIZATION PERMIT APPLICATION

Please complete a separate application for each road

Date: 6/4/2026

JOHN RITTENHOUSE (CEDAR KEY WATER AND SEWER DISTRICT)

Business/Applicant's Name ("Permittee")

30 / 15 / 13

Section Township Range

510 3RD STREET

Applicant's Street Address

CORNER OF GULF BOULEVARD AND HODGES AVENUE

Project Road Name

CEDAR KEY, FLORIDA, 32625

Applicant's City, State, Zip

LIFT STATION #15 REHABILITATION

Subdivision and/or Site Plan Name (if applicable)

(352) 543-5285

Telephone Number

JRITTENHOUSE@CKWATER.ORG

Applicant's e-mail address

 /
Paid Date Rec'd By

Check appropriate box:

Underground Utility

Overhead Utility

Wireless Facility

Other Utilization

Description of Work:

LS #15 rehabilitation includes the demolition of the existing lift station mechanical & electrical components, the installation of new pumps, new discharge piping, valves, and fittings, lining the interior of the existing wet well structure, a new wet well lid and concrete pad, and electrical modifications to make the lift station a complete and operable system.

Contractor: US WATER SERVICES CORPORATION

Telephone Number: (352) 278-8389

Start of Construction Date: 4/15/2026

Construction Duration: 270 days

Applicant declares that he/she has determined the location of all existing underground and aerial utilities. A letter of notification was mailed on 6/3/2026 to the following utilities & municipalities:

CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC AND CEDAR KEY WATER AND SEWER DISTRICT. IF OTHER UNDERGROUND UTILITIES ARE DISCOVERED DURING CONSTRUCTION, NOTIFICATIONS WILL BE SENT TO THE UTILITY.

By submitting and signing this application, the Applicant ("Permittee") declares that he/she has read the attached and agrees to be bound by the permit requirements and any and all general and special conditions herein.

Signature: John Rittenhouse

Title: GENERAL MANAGER

Contact Person: JOHN RITTENHOUSE

Telephone: (352) 543-5285

Fax: N/A. EMAIL: JRITTENHOUSE@CKWATER.ORG

Submit Permit to: City of Cedar Key, Post Office Box 339, Cedar Key, FL 32625

For inspection, call the City of Cedar Key Building Department at 352-543-5132

To Be Completed by City Staff

Permit #: _____	Permit Fee: _____
Checked by: _____	Date Checked: _____
Approved by: _____	Date Approved: _____
Special Conditions _____	Date Permit Expires: _____

City of Cedar Key
The Island City

Phone (352) 543-5132 • Fax 1-866-674-2419 • P.O. Box 339 • Cedar Key, Florida 32625

RIGHT-OF-WAY UTILIZATION PERMIT APPLICATION

Please complete a separate application for each road

Date: 8/4/2026

JOHN RITTENHOUSE (CEDAR KEY WATER AND SEWER DISTRICT)

Business/Applicant's Name ("Permittee")

32 / 15 / 13
Section Township Range

510 3RD STREET
Applicant's Street Address

2ND STREET. LOCATED TO THE IMMEDIATE EAST OF CITY PARK
Project Road Name

CEDAR KEY, FLORIDA, 32625
Applicant's City, State, Zip

LIFT STATION #3 REHABILITATION
Subdivision and/or Site Plan Name (if applicable)

(352) 543-5285
Telephone Number

JRITTENHOUSE@CKWATER.ORG
Applicant's e-mail address

 /
Paid Date Rec'd By

Check appropriate box:

Underground Utility

Overhead Utility

Wireless Facility

Other Utilization

Description of Work:

The LS #3 rehabilitation includes the demolition of the existing lift station mechanical & electrical components, the installation of new pumps, new discharge piping, valves, and fittings, lining the interior of the existing wet well structure, a new wet well lid and concrete pad, and electrical modifications to make the lift station a complete and operable system.

Contractor: US WATER SERVICES CORPORATION

Telephone Number: (352) 278-8389


Start of Construction Date: 4/15/2026

Construction Duration: 270 days

Applicant declares that he/she has determined the location of all existing underground and aerial utilities. A letter of notification was mailed on 6/3/2026 to the following utilities & municipalities:

CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC AND CEDAR KEY WATER AND SEWER DISTRICT. IF OTHER UNDERGROUND UTILITIES ARE DISCOVERED DURING CONSTRUCTION, NOTIFICATIONS WILL BE SENT TO THE UTILITY.

By submitting and signing this application, the Applicant ("Permittee") declares that he/she has read the attached and agrees to be bound by the permit requirements and any and all general and special conditions herein.

Signature: 
Title: GENERAL MANAGER
Contact Person: JOHN RITTENHOUSE
Telephone: (352) 543-5285
Fax: N/A. EMAIL: JRITTENHOUSE@CKWATER.ORG

Submit Permit to: City of Cedar Key, Post Office Box 339, Cedar Key, FL 32625
For inspection, call the City of Cedar Key Building Department at 352-543-5132

To Be Completed by City Staff

Permit #: _____	Permit Fee: _____
Checked by: _____	Date Checked: _____
Approved by: _____	Date Approved: _____
Special Conditions _____	Date Permit Expires: _____

City of Cedar Key
The Island City

Phone (352) 543-5132 • Fax 1-866-674-2419 • P.O. Box 339 • Cedar Key, Florida 32625

RIGHT-OF-WAY UTILIZATION PERMIT APPLICATION

Please complete a separate application for each road

Date: 6/4/2026

JOHN RITTENHOUSE (CEDAR KEY WATER AND SEWER DISTRICT)

Business/Applicant's Name ("Permittee")

32 / 15 / 13

Section Township Range

510 3RD STREET

Applicant's Street Address

DEAD END OF 6TH STREET

Project Road Name

CEDAR KEY, FLORIDA, 32625

Applicant's City, State, Zip

LIFT STATION #2 REHABILITATION

Subdivision and/or Site Plan Name (if applicable)

(352) 543-5285

Telephone Number

JRITTENHOUSE@CKWATER.ORG

Applicant's e-mail address

 /
Paid Date Rec'd By

Check appropriate box:

Underground Utility

Overhead Utility

Wireless Facility

Other Utilization

Description of Work:

The LS #2 rehabilitation includes the demolition of the existing lift station mechanical & electrical components, the installation of new pumps, new discharge piping, valves, and fittings, lining the interior of the existing wet well structure, a new wet well lid and concrete pad, and electrical modifications to make the lift station a complete and operable system.

Contractor: US WATER SERVICES CORPORATION

Telephone Number: (352) 278-8389

Start of Construction Date: 4/15/2026

Construction Duration: 270 days

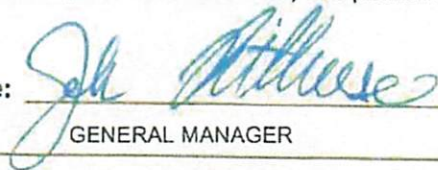
Applicant declares that he/she has determined the location of all existing underground and aerial utilities. A letter of notification was mailed on 6/3/2026 to the following utilities & municipalities:

CENTRAL FLORIDA ELECTRIC COOPERATIVE, INC AND CEDAR KEY WATER AND SEWER DISTRICT. IF OTHER UNDERGROUND

UTILITIES ARE DISCOVERED DURING CONSTRUCTION, NOTIFICATIONS WILL BE SENT TO THE UTILITY.

By submitting and signing this application, the Applicant ("Permittee") declares that he/she has read the attached and agrees to be bound by the permit requirements and any and all general and special conditions herein.

Signature: _____



Title: GENERAL MANAGER

Contact Person: JOHN RITTENHOUSE

Telephone: (352) 543-5285

Fax: N/A. EMAIL: JRITTENHOUSE@CKWATER.ORG

Submit Permit to: City of Cedar Key, Post Office Box 339, Cedar Key, FL 32625

For inspection, call the City of Cedar Key Building Department at 352-543-5132

To Be Completed by City Staff

Permit #: _____

Permit Fee: _____

Checked by: _____

Date Checked: _____

Approved by: _____

Date Approved: _____

Special Conditions _____

Date Permit Expires: _____

Cedar Key Water & Sewer District – Lift Station Rehab Phase II

Lift Station Site Description

LS 2 - Dead end of 6th Street



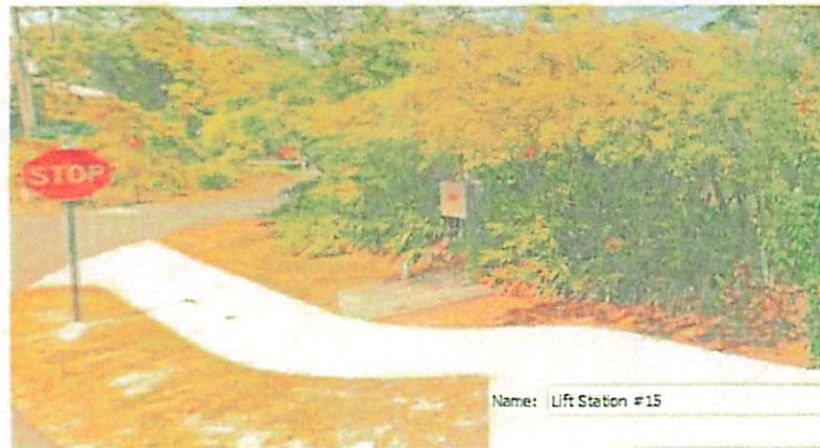
Name:	Lift Station #2
Latitude:	29° 8' 14.09"N
Longitude:	83° 2' 17.11"W

LS 3 - 2nd Street, East of City Park



Name:	Lift Station #3
Latitude:	29° 8' 16.41"N
Longitude:	83° 1' 44.30"W

LS 15 - Corner of Gulf Boulevard and Hodges Avenue



Name:

Latitude:

Longitude:

CONSTRUCTION PLANS FOR CEDAR KEY LIFT STATION REHABILITATION-PHASE II

PREPARED FOR
CEDAR KEY WATER & SEWER DISTRICT

510 3RD STREET
P.O. BOX 309
CEDAR KEY, FL 32625

BOARD MEMBERS

SUE COLSON	BOARD MEMBER
MICHAEL BORELLI	BOARD MEMBER
JOE HAND	BOARD MEMBER
LESLIE STURMER	BOARD MEMBER
JOHNATHAN FERGUSON	BOARD MEMBER
JOHN RITTENHOUSE	GENERAL MANAGER



BASKERVILLE-DONOVAN, INC.
ENGINEERING THE SOUTH SINCE 1927
440 WEST MAIN ST.
PENSACOLA, FL ORIDA 32507
1509438-0961
ENGINEERING BUSINESS: ES-000034C
PROJECT NO. 123503.03
MARCH 2026

GOVERNING CONSTRUCTION PLANS STANDARDS:

1. BASKERVILLE-DONOVAN, INC. CONSTRUCTION PLANS
2. FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2024-25 DESIGN STANDARDS HANDBOOK (DSAB) AND APPLICABLE DESIGN STANDARDS REVISIONS (DSRS)

GOVERNING TECHNICAL SPECIFICATIONS:

1. BASKERVILLE-DONOVAN, INC. SPECIFICATIONS
2. FLORIDA DEPARTMENT OF TRANSPORTATION, LATEST EDITION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND APPLICABLE SUPPLEMENTAL SPECIFICATIONS AS SHOWN IN THE PROJECT HANDBOOK.
3. LEVY COUNTY AND CITY OF CEDAR KEY ORDINANCES.

Call before you dig. It's the law.



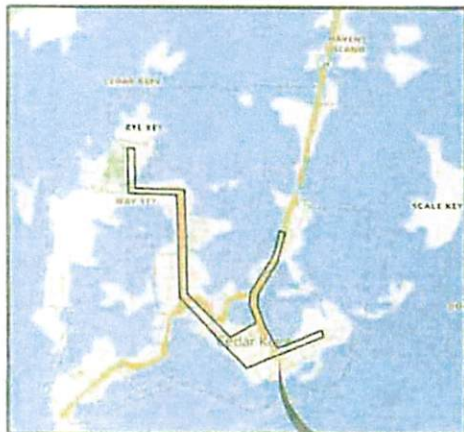
<https://www.sunshine811.com>

RELEASED FOR CONSTRUCTION

LEVY COUNTY

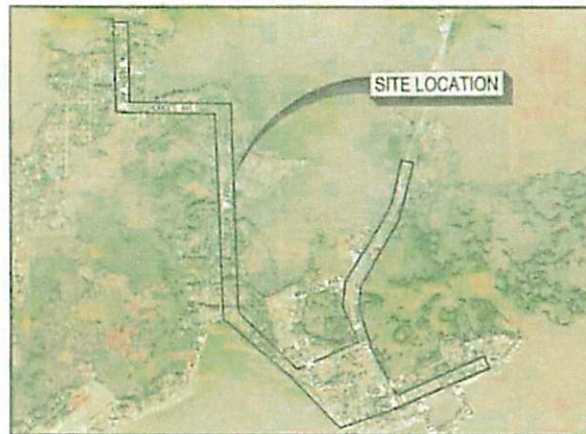


VICINITY MAP



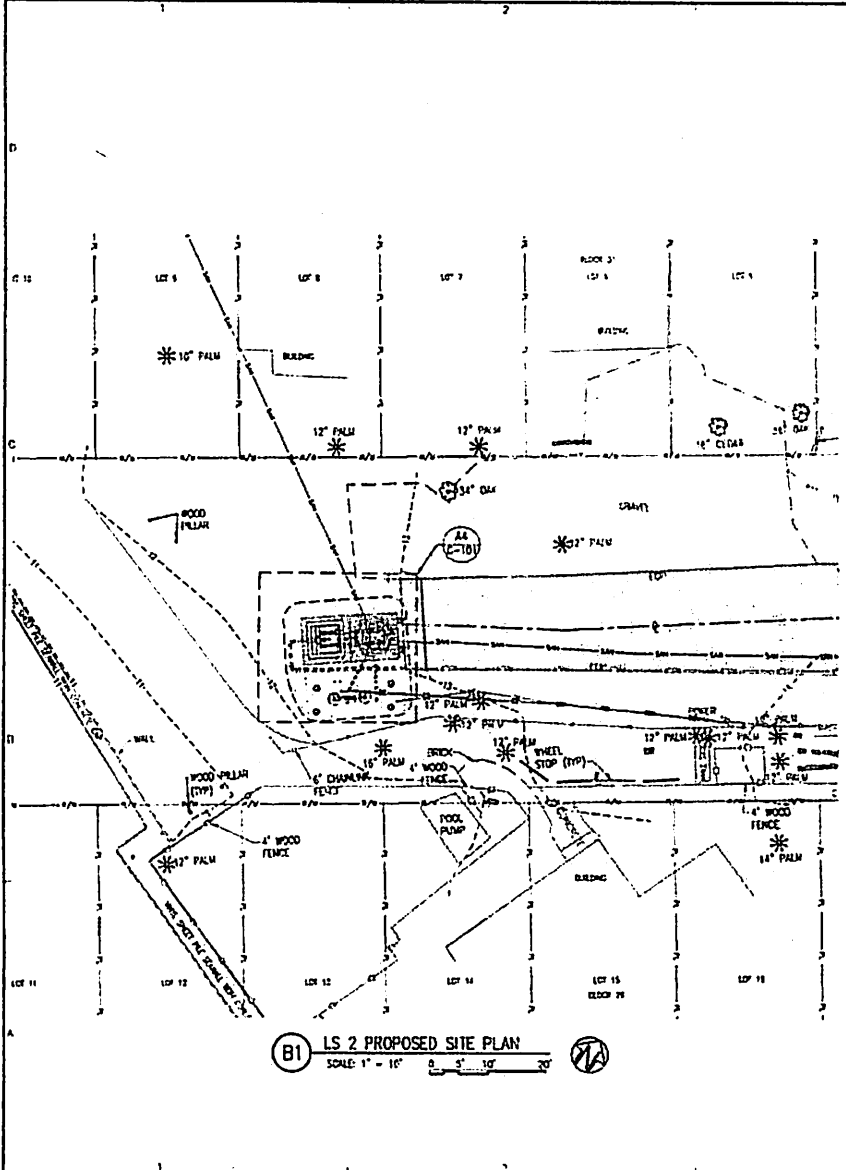
PROJECT LOCATION

SITE LOCATION

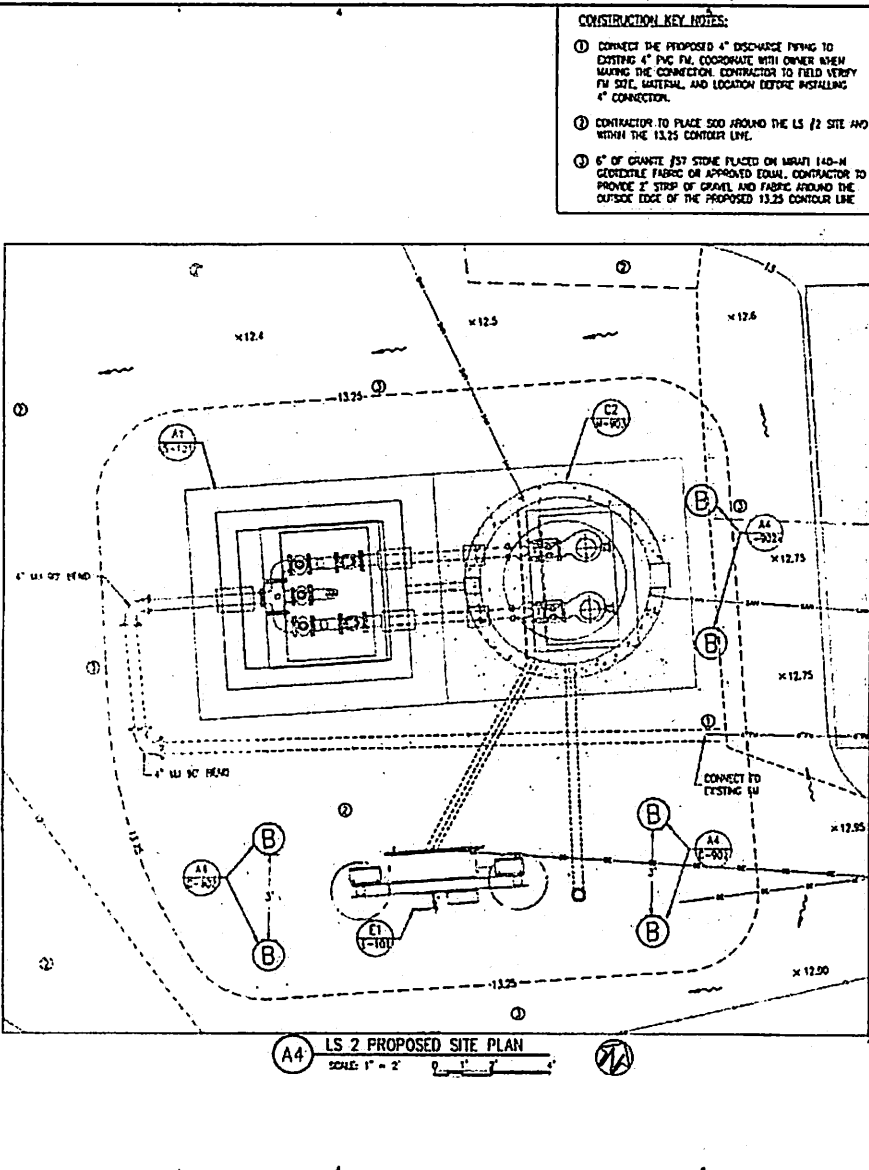


LOCATION MAP

(125) Cedar Key 12503.03 Sanitary Sewer Lift Station Rehabilitation - Phase II - LS 2 Proposed Plan, Feb 28, 2023 - 11:12:14AM, Invention



B1 LS 2 PROPOSED SITE PLAN
 SCALE 1" = 10'



A4 LS 2 PROPOSED SITE PLAN
 SCALE 1" = 2'

- CONSTRUCTION KEY NOTES:**
- ① CONNECT THE PROPOSED 4" DISCHARGE PIPING TO EXISTING 4" PVC FM. COORDINATE WITH OWNER WHEN MAKING THE CONNECTION. CONTRACTOR TO FIELD VERIFY FM SIZE, MATERIAL, AND LOCATION BEFORE INSTALLING 4" CONNECTION.
 - ② CONTRACTOR TO PLACE 500' AROUND THE LS #2 SITE AND WITHIN THE 13.25 CONTOUR LINE.
 - ③ 6" OF GRANITE #57 STONE PLACED ON ABOUT 140-M GEOTEXTILE FABRIC OR APPROVED EQUAL. CONTRACTOR TO PROVIDE 2" STRIP OF GRAVEL AND FABRIC AROUND THE OUTSIDE EDGE OF THE PROPOSED 13.25 CONTOUR LINE.

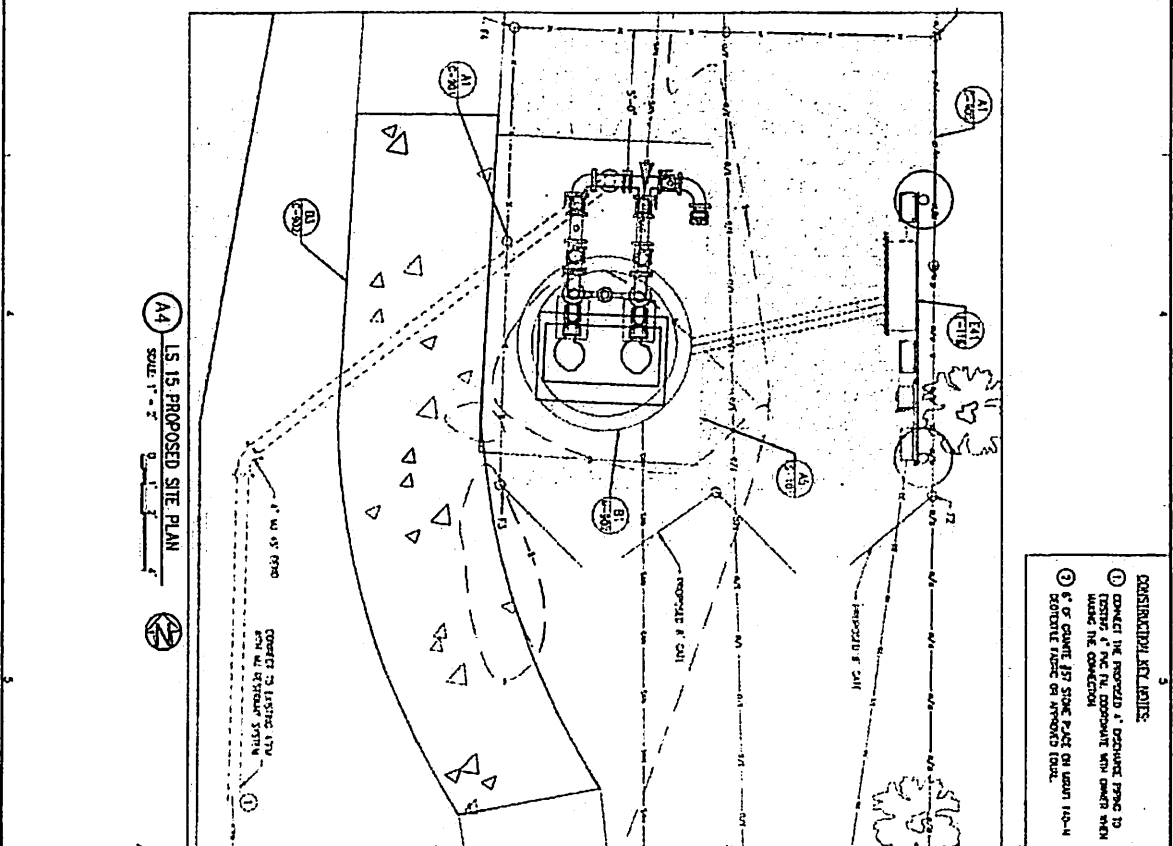
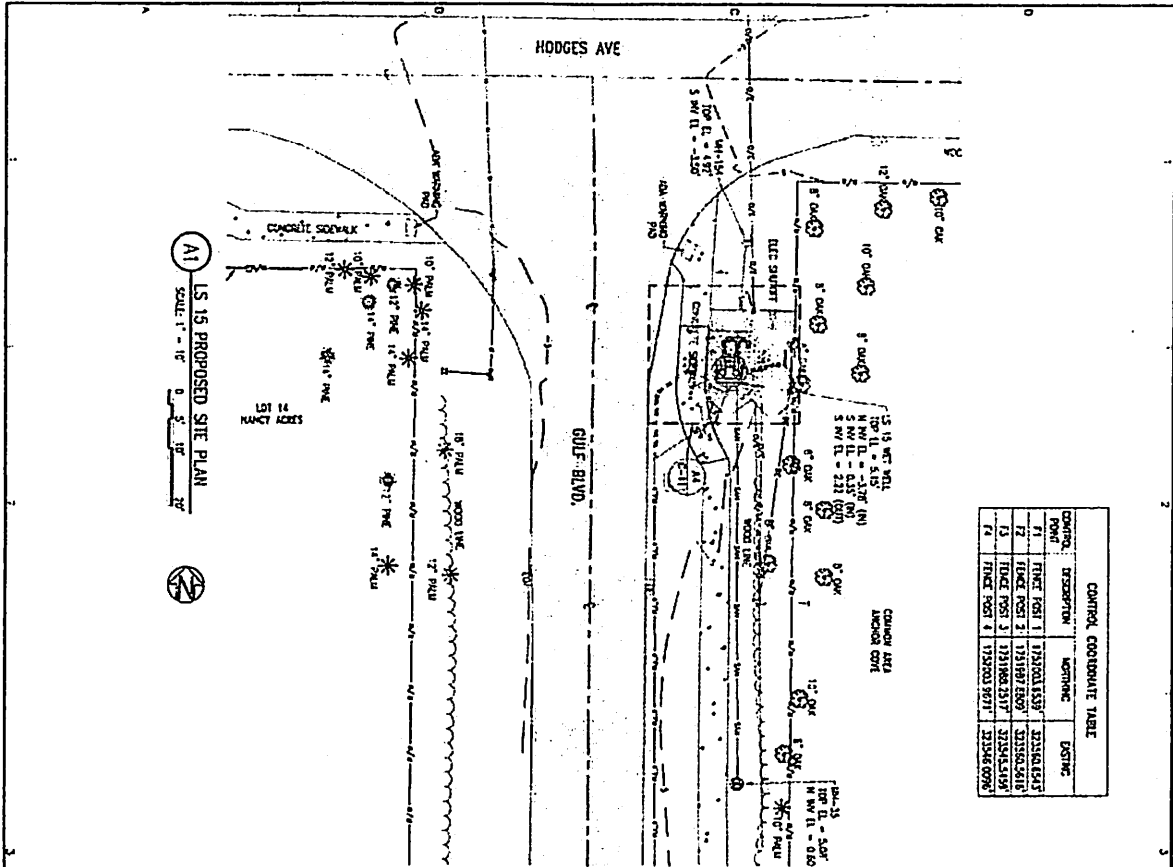
BASKERVILLE-DONOVAN, INC.
 ENGINEERING THE SOUTH SINCE 1927
451 N. MARKET, JACKSONVILLE, FL 32202-3401
 PHONE: 904.241.1111 FAX: 904.241.1112
 WWW.BASKERVILLE-DONOVAN.COM

CEDAR KEY
SANITARY SEWER
LIFT STATION
REHABILITATION-PHASE II

NO.	DATE	BY	REVISION/NOTES
1			
2			
3			
4			
5			

LIFT STATION 2
PROPOSED SITE PLAN

C-101



- CONSTRUCTION NOTES:**
1. VERIFY THE PROPOSED & EXISTING PIPING TO MATCH THE CONSTRUCTION.
 2. IF EXISTING PIPE IS NOT AS SHOWN, VERIFY THE EXISTING PIPE SIZE AND MATERIAL.

C-111 LIFT STATION 15 PROPOSED SITE PLAN	PROJECT NO. 123503.03	NO. 514 L5 15	APPR. [Signature]	REVISION/ACTION TAKEN [Table with 2 columns: No., Description]	CEDAR KEY SANITARY SEWER LIFT STATION REHABILITATION-PHASE II	BASKERVILLE-DONOVAN, INC. ENGINEERING THE SOUTH SINCE 1927 401 N. MAIN ST., P.O. BOX 1000 BASKERVILLE, MISSISSIPPI 39202 PHONE: (601) 791-1111 FAX: (601) 791-1112 WWW: WWW.BASKERVILLE-DOV.COM
	DESIGNED BY: JH DRAWN BY: JH CHECKED BY: JH DATE: 02/28/28	DATE: 02/28/28	SCALE: 1" = 2'	PROJECT NO.: 123503.03	SHEET NO.: 514	PLUM & MECH. P.E. [Signature]

**City of Cedar Key
Commission Meeting
Agenda Item**

Submitted By: Brooke Smith, on behalf of Dr. Savanna Barry

Meeting Date: 06/16/2026

Subject

Administrative Assistance Proposal – Gulf Boulevard Hydrological Restoration and Transportation Resilience Project (FDEP Contract #26PLN55)

Discussion

The City Commission will consider a proposal from Dr. Savanna Barry, Regional Specialized Florida Sea Grant Agent with the University of Florida Nature Coast Biological Station, to provide grant administration and project coordination services for the Gulf Boulevard Hydrological Restoration and Transportation Resilience Project funded through FDEP Contract #26PLN55. The proposed scope of work includes attending project coordination meetings, preparing quarterly progress reports and final reporting documents, assisting with grant compliance and administrative requirements, and providing ongoing project administration support throughout the duration of the project.

Fiscal Impact

Proposed contract amount: \$9,925. The budget includes personnel costs, fringe benefits, and indirect costs associated with providing administrative assistance through the anticipated project completion period ending June 2028.

Attachments

1. Administrative Assistance Scope of Work Proposal

Dr. Savanna Barry, University of Florida Nature Coast Biological Station, dated May 20, 2026.

Covers services for FDEP Contract #26PLN55, including meeting attendance, reporting, vendor coordination, and grant administration support. Includes the proposed budget totaling \$9,925.

Possible Commission Action

Approve the proposal from Dr. Savanna Barry in the amount of \$9,925 for grant administration and project support services associated with FDEP Contract #26PLN55.

Savanna Barry, Ph.D.
Regional Specialized Florida Sea Grant Agent
PO Box 878
Cedar Key, FL

May 20, 2026

Attn: Mayor Jim Wortham, City of Cedar Key

RE: Administrative Assistance Scope of Work for FDEP contract #26PLN55

Dear Mayor and Commission,

Thank you for the opportunity to submit a proposal to support the grant administration for the hydrologic restoration and transportation resilience project underway for Gulf Blvd. in Cedar Key. I have enclosed a proposed budget totaling \$9,925 for the duration of the project. I will provide the following services with respect to the FDEP contract 26PLN55.

- Attend the project kickoff meeting and regular coordination meetings with the selected contractor (WSP), anticipated to be up to one meeting per month.
- Prepare quarterly progress reports and final reporting documents for City review, signature, and submission.
- Coordinate with and advise the selected vendor regarding documentation and administrative requirements necessary for payment processing, while not directly preparing or submitting invoices.
- Provide additional ad hoc administrative support and guidance related to grant compliance, coordination, and project administration, similar to the assistance provided to date during the contract negotiations between FDEP and the City of Cedar Key.

Sincerely,



Dr. Savanna Barry
Regional Specialized Agent III

Barry FDEP Budget	Year 1 Jan - Dec 2026	Year 2 Jan - Dec 2027	Year 3 Jan - Jun 2028	Total
<u>Salary</u>				
Barry Salary	\$ 2,557.00	\$ 2,540.00	\$ 1,744.00	\$ 6,841.00
Barry Fringe @ 31.9%	\$ 816.00	\$ 810.00	\$ 556.00	\$ 2,182.00
<i>Total personnel</i>	\$ 3,373.00	\$ 3,350.00	\$ 2,300.00	\$ 9,023.00
Total Direct Cost	\$ 3,373.00	\$ 3,350.00	\$ 2,300.00	\$ 9,023.00
IDC @ 10% TDC	\$ 337.00	\$ 335.00	\$ 230.00	\$ 902.00
TDC Award Amount	\$ 3,710.00	\$ 3,685.00	\$ 2,530.00	\$ 9,925.00

**City of Cedar Key
Commission Meeting
Agenda Item**

Submitted By: Brooke Smith, on behalf of Tammy Jones, Supervisor of Elections-Levy County
Meeting Date: 06/16/2026

Subject

Levy County Supervisor of Elections Interlocal Agreement and Proposed Municipal Election Runoff Date Revision

Discussion

The City Commission will review the annual Interlocal Agreement between the City of Cedar Key and the Levy County Supervisor of Elections for the administration of municipal elections. The agreement outlines the responsibilities of both parties regarding election administration, voter registration, ballot preparation, poll worker coordination, election equipment, canvassing board activities, election reporting, and related election services.

Additionally, the Supervisor of Elections is requesting consideration of a revision to Cedar Key's municipal runoff election schedule. Under the current City Charter, a runoff election is scheduled three weeks after the regular municipal election. The Supervisor advises that a three-week timeframe creates operational challenges associated with ballot printing, vote-by-mail ballot preparation and distribution, logic and accuracy testing, and canvassing and certification requirements. The proposed revision would move the runoff election to April 27, 2027, four weeks after the regular election, providing additional time to meet statutory election requirements and facilitating election administration.

Fiscal Impact

The City is responsible for reimbursing the Levy County Supervisor of Elections for actual costs incurred in conducting municipal elections, including election personnel, equipment, supplies, printing, postage, and related election services as provided in the Interlocal Agreement. Costs vary based on the scope of the election.

Attachments

- 1. 2026 Interlocal Agreement for Election Services between the City of Cedar Key and the Levy County Supervisor of Elections.**
- 2. Supervisor of Elections Memorandum Regarding Proposed Municipal Runoff Election Date Revision.**

Possible Commission Action

- 1. Approve the 2026 Interlocal Agreement for Election Services between the City of Cedar Key and the Levy County Supervisor of Elections and authorize the mayor to execute the agreement; and/or**
- 2. Provide direction regarding the proposed amendment to the City's municipal runoff election schedule and authorize staff to prepare any necessary charter amendment or ordinance for future consideration.**

2026

INTERLOCAL AGREEMENT FOR ELECTION SERVICES

THIS INTERLOCAL AGREEMENT (hereinafter, the "Agreement") is made and entered into this 24th day of September, 2025 by and between the **LEVY COUNTY SUPERVISOR OF ELECTIONS** (hereinafter, the "Supervisor"), an elected constitutional officer, whose address is 421 S Court St, Bronson, Florida, 32621 and the **CITY OF CEDAR KEY**, a Florida municipality, (hereinafter, the "City"), whose address is 809 6th Street, PO Box 339., Cedar Key, FL 32625.

WITNESSETH

WHEREAS, It is the intent of the Legislature, pursuant to Chapter 163, Florida Statutes, to encourage public agencies to join together in agreements which will best serve the public interest and promote the most efficient expenditures of public funds through avoiding costly duplication of services; and

WHEREAS, pursuant to State law, the Supervisor is the legal custodian of the Levy County voting equipment and is charged with responsibility for the custody and maintenance of the equipment; and

WHEREAS, the City desires the Supervisor to provide only such election services as are stated herein, subject to the terms and conditions set forth in this Agreement, for the City's Municipal Elections (hereinafter, the "Election"); and

WHEREAS, the parties to this Agreement recognize Chapters 97 through 106, Florida Statutes shall govern the conduct of a municipality's Election in the absence of an applicable special act, charter, or ordinance provision. No charter or ordinance provision shall be adopted which conflicts with or exempts a municipality from any provision in the Florida Election Code that expressly applies to municipalities, pursuant to Section 100.3605, Florida Statutes; and

WHEREAS, the parties intend that any referendum ballot items shall be coordinated between the City and Supervisor in a timely manner to ensure proper placement on the ballot; and

WHEREAS, the parties desire mapping, scheduling, and other responsibilities related to the conduct of the Election to be completed cooperatively and efficiently as described herein.

IT IS THEREFORE AGREED as follows:

Section One. Recitals Incorporated. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section Two. Supervisor's Responsibilities. The Supervisor shall:

1. Schedule legally required advertising with a newspaper of general circulation, excluding the Notice of Election and the 3rd and 5th week referendum advertisements, which shall be the responsibility of the City. Post all notices on the Supervisor of Elections website. Forward those notices to the city for them to post on their website.
2. Upon receiving the candidate and referendum ballot-approved information via email, the Supervisor will lay out the ballot, translate the ballot content into the Spanish language, and prepare the proof.
3. Provide the City Clerk with ballot proofs and upon approval print a ballot test deck, poll worker training, vote-by-mail, and election day ballots.
4. Program and test the tabulation and audit system to ensure accuracy of the vote count.
5. Have complete responsibility for printing, handling, distribution, and tabulation of ballots.
6. Select and train poll workers in accordance with Section 102.014, Florida Statutes. Coordinate with the City Clerk for the number of poll workers needed. Arrange for election night personnel support.
7. Select a Canvassing Board of elected officials in Levy County. The canvassing board must consist of three (3) canvassing board members and two (2) alternate members.
8. Canvassing Board members will be provided with a schedule of meetings and be required to complete a signature verification course provided by the Florida Division of Elections before verifying any signatures. Any election staff involved in verifying signatures will be required to take the same signature verification course. The Supervisor will notify the City Clerk of the names of the Canvassing Board Members selected.
9. The Canvassing Board meetings shall be convened in a publicly noticed meeting open to the public in accordance with Section 286.011 and Section 102.141 (2), Florida Statutes. All canvassing board meetings, including election night, will be conducted at the Levy County Supervisor of Elections

office located at 421 S Court St, Bronson, Florida. The election shall be conducted, and results shall be tabulated, returned, and canvassed by the Canvassing Board in accordance with general law. The election night unofficial results will be released on the Levy County Supervisor of Elections website beginning at 7:30 p.m. and will continue until complete. The Supervisor shall submit certified election results to the City Clerk within 24 hours of the official certification.

10. The Supervisor, along with the canvassing board will conduct the public Logic and Accuracy Test in accordance with Florida Statutes at the Levy County Supervisor of Elections Office located at 421 S Court St, Bronson, FL 32621.
11. Notify the City of the time, date, and place for all public Canvassing Board meetings.
12. Send by certified mail to each political party chair the canvassing board schedule.
13. Provide supplies for the conduct of the election including sufficient voting equipment and supplies for the polling places. Should a change of polling location become necessary, the Supervisor is responsible for mailing "Polling Place Change Notices" to affected voters, the cost of which shall be reimbursable to the Supervisor.
14. Provide precinct registers with alphabetical listing of those electors eligible to vote in the Election. In lieu of paper precinct registers an Electronic Voter Check-In Station (EViD) may be used for voter verification and eligibility. In this case the paper precinct register would still be provided for a back-up copy.
15. Deliver the day before the election and pick up the day following the election all necessary supplies and voting equipment to conduct the election.
16. Certify the name(s) of the poll watcher(s) designated and approved for the voting area as required under Florida Statutes 101.131. Provide an identification badge and letter to all approved poll watchers. Include a list of poll watchers to the city and election day poll workers.
17. Campaign finance questions issued to the Supervisor's office will be answered by the Supervisor, or his or her designee, and written questions and responses will be forwarded to the City Clerk.
18. Accept all requests for vote-by-mail ballots by telephone, mail, facsimile, email, or in person. The supervisor also agrees to send vote-by-mail and

overseas ballots as requested by registered voters; to receive and securely store any voted vote-by-mail ballots; to verify the signatures on any returned voted vote-by-mail ballot certificates; and to account for all vote-by-mail ballots. The Supervisor will invoice a detailed invoice for all expenses related to the mailing of these ballots, including postage and supplies for mailing.

19. Record this Agreement in the Official Records of Levy County, Florida.

Section Three. City Responsibilities. The City shall:

1. Fully execute and return the Interlocal Agreement to the Supervisor on or before January 1st of every election year.
2. Designate the City Clerk as the City employee to coordinate with the Supervisor of Elections.
3. The City Clerk shall publish in a newspaper of general circulation the Notice of Election as outlined in the charter.
4. Notices sent to the City Clerk by the Supervisor will be published on the city website in an area on the website labeled Election Information.
5. The City shall be responsible for confirming the accuracy of all dates and times and any information contained herein to ensure compliance with the City Charter and the Florida Statutes.
6. If a referendum is on the ballot, publish in a newspaper of general circulation referendum language the 3rd and 5th weeks, if required.
7. Furnish to the Supervisor on or prior to the first Tuesday in January of every election year, an updated list of ALL addresses within the city limits. This list needs to include all annexations or contractions so as to properly identify all eligible voters. Once the list has been received, the Supervisor will review ALL addresses against our voter registration system. If there are any discrepancies, the Supervisor will provide the discrepancies to the city for review. The city must review any discrepancies that are found by the Supervisor's office. If a disagreement is found, the city must provide evidence of the contrary to the Supervisor's office immediately. The city must agree or reject the Supervisor's findings by email no later than 7 days following delivery of such municipal addresses by the Supervisor.
8. Provide candidate handbooks and necessary materials to candidates. Provide the candidates with written notification of the Canvassing Board schedule during candidate qualifying.

9. **The City Clerk shall act as the sole qualifying officer. All qualifying documents and fees/assessments as prescribed by the City Charter and Florida Statues must be submitted prior to the qualifying deadline.**
10. **Email the Supervisor by the close of business on the last day of qualifying the list of qualified candidates, along with copies of the Candidate Loyalty Oath for each candidate. (DS-DE 302NP) Submit front and back of oath to tammy@votelevy.gov.**
11. **Email to the Supervisor by close of business on the last day of qualifying all referendum questions. The referendum questions shall be provided to the Supervisor in Microsoft Word format for the preparation of the ballot proof.**
12. **The City Clerk shall approve or reject the ballot proof by e-mail to the Supervisor (tammy@votelevy.gov) no later than 48 hours following notification by the Supervisor.**
13. **Election assessment fees shall be sent to the Florida Elections Commission at 107 West Gaines Street, Suite 224, Tallahassee, Florida 32399 within 30 days after the close of qualifying per Florida Statues 99.093.**
14. **Receive candidate treasure reports and ensure they are filed in a timely manner. If the candidate is late filing their campaign treasurer report the City Clerk must submit a late notice to the candidate and collect fines per Florida Statues.**
15. **The City Clerk shall arrange for the use of a polling location on Election Day, and is responsible for site agreements, if necessary. The City Clerk shall assist in locating and securing an emergency alternative polling location, should the Cedar Key City Hall (809 6th Street) become unavailable and reimburse the Supervisor the cost of printing and posting such notice of relocation.**
16. **The city may not accept any requests for vote-by-mail ballots. The city may not accept any voted vote-by-mail ballots. The City Clerk must direct the voter to the Levy County Supervisor of Elections office for assistance. All vote-by-mail ballots must be mailed or returned in person at the Levy County Supervisor of Elections office located at 421 S Court St, Bronson, Florida. All vote-by-mail ballots must be received at the Levy County Supervisor of Elections office by 7:00 p.m. election night. The polling place may not accept any returned vote-by-mail ballots.**

17. Once election supplies are delivered back to the City Clerk within 10 days of the election the City Clerk shall keep the election records for 22 months in accordance with the General Records Schedule GS3.
18. Compensate poll workers for the time they spend training and working on Election Day. The Supervisor will share with the City Clerk the current pay rate set by Levy County Supervisor of Elections.
19. Pay the balance of all actual costs or obligations of election services to the Supervisor of Elections within thirty (30) days of receiving an itemized invoice from the Supervisor of Elections.
20. Pay costs involved to repair any equipment damaged during the City Election, including shipping, to the extent not covered and paid by any insurance.

Section Four. Miscellaneous Provisions.

1. The parties understand and agree that the Election shall not have an early voting period.
2. Each party, to extent permitted by Section 768.28, Florida Statutes, agrees to indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all claims, damages, injuries, losses and expenses, including reasonable attorney's fees, arising out of or relating to that party's actions or omissions arising out of this Agreement and the actions or omissions of the party's officers, agents and employees; provided, however, that neither party waives sovereign immunity hereby as to third parties.
3. The terms of this Agreement cannot be altered without the prior written consent of both parties.
4. The Agreement shall become effective upon recordation in the Official Records of Levy County and shall end on June 1, 2026, and may be extended annually by written acknowledgement signed by both parties but shall terminate at such time that Tammy Jones is no longer Levy County Supervisor of Elections. This Agreement shall be made a part of the City Council minutes.

IN WITNESS WHEREOF, the parties hereto have agreed and set their hands as of the date set forth below.

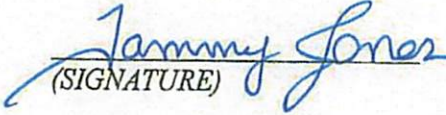
APPROVED:


(SIGNATURE)

JEFF WEBB
MAYOR
CITY OF CEDAR KEY, FLORIDA

DATED: 09/24/2025

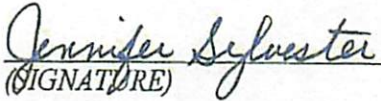
APPROVED:


(SIGNATURE)

TAMMY JONES
SUPERVISOR OF ELECTIONS
LEVY COUNTY, FLORIDA

DATED: 9/26/2025

ATTEST:


(SIGNATURE)

JENNIFER SYLVESTER
ACTING CITY CLERK
CITY OF CEDAR KEY, FLORIDA

DATED: 9/24/2025

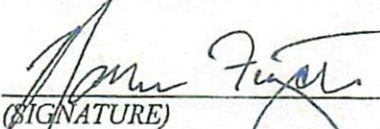
WITNESSED:


(SIGNATURE)

JORDAN LINDSEY
ASST. SUPERVISOR OF ELECTIONS
LEVY COUNTY, FLORIDA

DATED: 9/26/25

LEGAL REVIEW:


(SIGNATURE)

NORM D. FUGATE
CITY ATTORNEY
CITY OF CEDAR KEY, FLORIDA

DATED: 09/24/2025

April 6, 2027 Municipal Election Current Runoff Dates for 2027

- **Bronson** – No runoff
- **Cedar Key** – Runoff scheduled for **April 27, 2027**
 - *Section 3:* If no candidate receives a majority of votes in any group, a runoff election shall be held on the third (3rd) Tuesday following the regular election between the two (2) candidates receiving the highest number of votes.
- **Cedar Key Water & Sewer District** – No runoff
- **Chiefland** – Runoff scheduled for **April 27, 2027**
 - *Section 1:* If no candidate receives a majority of votes, the City Commission shall provide for a runoff election between the two candidates receiving the highest number of votes. This runoff shall be held on the fourth Tuesday in April.
- **Inglis** – Runoff scheduled for **April 20, 2027**
 - *Section 4:* In the event of a tie affecting the election of the Mayor, Second Commissioner in odd-numbered years, or Third Commissioner in even-numbered years, a runoff election shall be held between the tied candidates two weeks after the regular municipal election.
- **Otter Creek** – No runoff
- **Williston** – Runoff scheduled for **May 4, 2027**
 - *Section 8.02:* If no candidate in any group receives a majority of votes, a runoff election shall be held on the fourth Tuesday following the regular election. The two candidates receiving the highest number of votes will appear on the runoff ballot, and the candidate receiving the majority shall be elected.
- **Yankeetown** – No runoff

I am proposing a revision to the Cedar Key runoff date. As demonstrated above, runoff elections in Levy County currently occur anywhere from two to four weeks following the regular municipal election, depending on the municipality.

Section 100.3605, Florida Statutes, provides that Chapters 97–106 of the Florida Election Code govern municipal elections in the absence of a controlling charter, ordinance, or special act. Conducting a runoff election within a short timeframe can present operational challenges, including:

- Ballot printing and proofing
- Vote-by-mail ballot preparation and distribution
- Logic and accuracy testing of voting equipment
- Canvassing and certification processes

For comparison, county elections allow significantly more preparation time - approximately **9½ weeks for a Primary Election** and **11 weeks for a General Election** - to ensure all statutory requirements are met.

A **seven-week timeframe** is considered ideal to allow compliance with federal UOCAVA requirements, including the mailing of ballots at least 45 days prior to an election. While a seven-week runoff may not align with current municipal swearing-in schedules (e.g., second Tuesday in April), it is important to note that if a runoff is required, swearing-in cannot occur until after the election, making the previously scheduled date ineffective.

As an alternative to conducting a runoff in the case of a tie, Florida Statutes offer another option:

100.181 Determination of person elected.—The person receiving the highest number of votes cast in a general or special election for an office shall be elected to the office. **In case two or more persons receive an equal and highest number of votes for the same office, such persons shall draw lots to determine who shall be elected to the office.**

Relevant Statutory Reference

Section 100.3605, Florida Statutes – Conduct of Municipal Elections

1. The Florida Election Code (Chapters 97–106) governs municipal elections in the absence of applicable charter or ordinance provisions.
2. A municipality may, by ordinance, change qualifying and election dates, provided the transition of office is addressed and the changes do not conflict with the Florida Election Code.

Section 101.62 (3) DELIVERY OF VOTE-BY-MAIL BALLOTS.—

- (a) No later than 45 days before each presidential preference primary election, primary election, and general election, the supervisor of elections shall send a vote-by-mail ballot as provided in subparagraph (d)2. to each absent uniformed services voter and to each overseas voter who has requested a vote-by-mail ballot.
- (b) The supervisor shall mail a vote-by-mail ballot to each absent qualified voter, other than those listed in paragraph (a), who has requested such a ballot, between the 40th and 33rd days before the presidential preference primary election, primary election, and general election.
- (c) Except as otherwise provided in paragraph (a) or paragraph (b), the supervisor shall mail vote-by-mail ballots within 2 business days after receiving a request for such a ballot, but no later than the 10th day before election day. The deadline to submit a request for a ballot to be mailed is 5 p.m. local time on the 12th day before an upcoming election.
- (d) Upon a request for a vote-by-mail ballot, the supervisor shall provide a vote-by-mail ballot to each voter by whom a request for that ballot has been made, by one of the following means:
 1. By nonforwardable, return-if-undeliverable mail to the voter's current mailing address on file with the supervisor or any other address the voter specifies in the request. The envelopes must be prominently marked "Do Not Forward."
 2. By forwardable mail, e-mail, or facsimile machine transmission to absent uniformed services voters and overseas voters. The absent uniformed services voter or overseas voter may designate in the vote-by-mail ballot request the preferred method of transmission. If the voter does not designate the method of transmission, the vote-by-mail ballot must be mailed.
 3. By personal delivery to the voter after vote-by-mail ballots have been mailed and up to 7 p.m. on election day upon presentation of the identification required in s. 101.043.

4. By delivery to the voter's designee after vote-by-mail ballots have been mailed and up to 7 p.m. on election day. Any voter may designate in writing a person to pick up the ballot for the voter; however, the person designated may not pick up more than two vote-by-mail ballots per election, other than the designee's own ballot, except that additional ballots may be picked up for members of the designee's immediate family. The designee shall provide to the supervisor the written authorization by the voter and a picture identification of the designee and must complete an affidavit. The designee shall state in the affidavit that the designee is authorized by the voter to pick up that ballot and shall indicate if the voter is a member of the designee's immediate family and, if so, the relationship. The department shall prescribe the form of the affidavit. If the supervisor is satisfied that the designee is authorized to pick up the ballot and that the signature of the voter on the written authorization matches the signature of the voter on file, the supervisor must give the ballot to that designee for delivery to the voter.

5. Except as provided in s. 101.655, the supervisor may not deliver a vote-by-mail ballot to a voter or a voter's designee pursuant to subparagraph 3. or subparagraph 4., respectively, during the mandatory early voting period and up to 7 p.m. on election day, unless there is an emergency, to the extent that the voter will be unable to go to a designated early voting site in his or her county or to his or her assigned polling place on election day. If a vote-by-mail ballot is delivered, the voter or his or her designee must execute an affidavit affirming to the facts which allow for delivery of the vote-by-mail ballot. The department shall adopt a rule providing for the form of the affidavit.

Vote-by-Mail Ballots - Dates

Activity- Municipal RUNOFF May 25, 2027	
Mail out UOCAVA ballots Military & Civilian Overseas	45 days before election April 10 th
7-day window to mail out domestic vote-by-mail ballots	33 – 40 days before election April 15 th through April 22 nd
Window for voter or designee to pick-up ballot	40 - 11 days before election April 15 th through May 14 th
Last day to request a ballot to be mailed	12 days before election May 13 th
Last day to mail out ballots that have been requested	10 days before election May 15 th
Emergency Affidavit Pick-up by voter or designee	10 days before election through election day May 15 th through May 25 th

* Laws above have been updated to reflect changes due to SB7050 passed in 2023. (F.S. 101.62)

**City of Cedar Key
Commission Meeting
Agenda Item**

Submitted By: Brooke Smith, on behalf of Daniel Smith

Meeting Date: 06/16/2026

Subject

Transfer of Marina Commercial Lease – Daniel Smith and Proposed Beach Concession Structure

Discussion

The City Commission will consider a request submitted by Daniel Smith for the transfer of a commercial marina lease and authorization to install a removable concession structure at the beach area adjacent to the leased premises. The proposal includes replacement of the existing dock leaseholder and placement of a concrete pad to support a concession trailer or food service operation designed to be easily removable if necessary. Conceptual renderings of the proposed concession structure have been provided for Commission review.

The proposed lease agreement identifies Daniel Smith as the lessee of a commercial marina lease area within the Cedar Key Marina and outlines the terms and conditions governing use of the leased premises, including permitted uses, maintenance responsibilities, insurance requirements, utilities, signage, and compliance with City ordinances. The lease is intended for commercial business purposes authorized by the city.

Commissioner Weible has indicated a conflict regarding this agenda item and will file the appropriate voting conflict disclosure and recuse himself from discussion and voting on the matter.

Fiscal Impact

Lease revenues will be received by the city pursuant to the approved marina lease agreement. Any costs associated with installation, maintenance, operation, utilities, permitting, insurance, and removal of the concession structure shall be the responsibility of the lessee unless otherwise approved by the City Commission.

Attachments

1. Transfer Request for Commercial Marina Lease submitted by Daniel Smith.

2. **Proposed Commercial Lease Agreement.**
3. **Conceptual Renderings of Proposed Beach Concession Structure.**
4. **Voting Conflict Disclosure / Recusal of Commissioner Weible (to be filed at meeting).**

Possible Commission Action

Approve, deny, or modify the requested transfer of the commercial marina lease to Daniel Smith and provide direction regarding the proposed concession structure, including any conditions of approval deemed necessary by the Commission. Commissioner Weible shall recuse himself from discussion and voting on this agenda item.

City of Cedar Key
Commission Meeting
Agenda Item

Submitted By: Cedar Key Paddling

Meeting Date: Daniel Smith

June 16, 2026

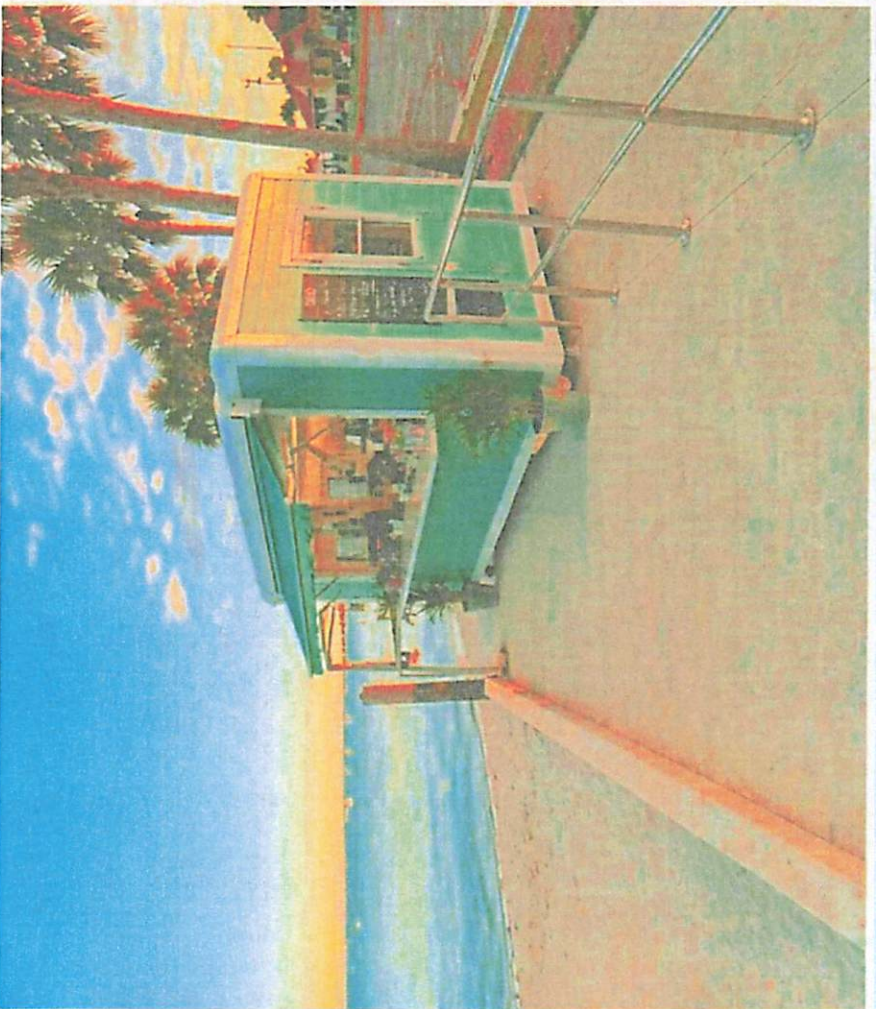
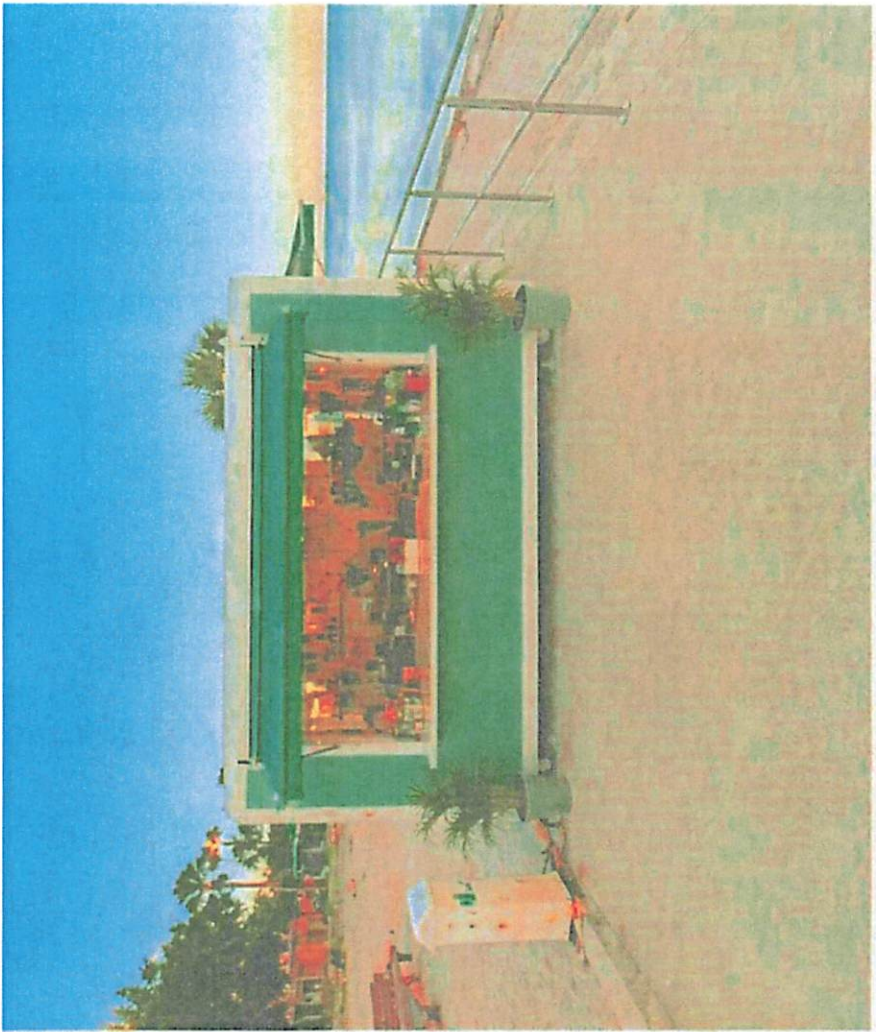
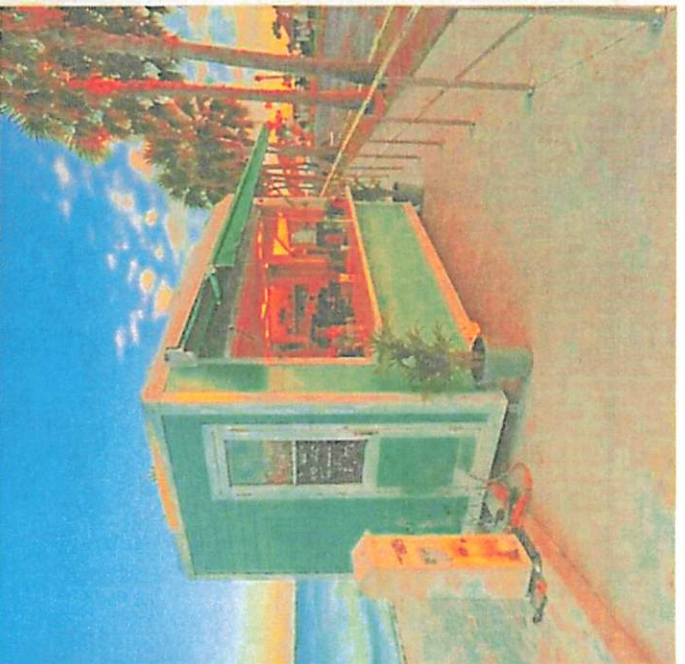
Subject: Lease Transfer @ Beach

Discussion: Instead of Deck replace, concrete over
and put a easily removable concession trailer (not food)

Attachments:

Possible Commission Action:

Approve of transfer of lease + concrete + Concession Trail



COMMERCIAL LEASE AGREEMENT

THIS LEASE is made as of the 1st day of July 1st, 2026 by and between the City of Cedar Key, Florida, (hereinafter "Lessor"), whose mailing address is PO Box 339, Cedar Key, Florida 32625 and Daniel T. Smith, (hereinafter "Lessee"), whose mailing address is 9850 S.W. State Rd 24 Cedar Key FL 32625

SECTION 1: PREMISES

- A. Lessor agrees to lease to Lessee the premises consisting of approximately _____ square feet as indicated in Attachment A of this Lease as ~~Outside Dock~~ Beach (hereinafter "Leased Premises").
- B. No activities of Lessee shall extend beyond the boundaries of the Leased Premises, including, but not limited to, posting signs, storing materials, parking business vehicles, and erection of tents or other temporary structures.

SECTION 2. VESSELS AND VEHICLES

- A. Lessee shall moor all vessels in a manner that does not interfere with access of vessels to adjacent docks.
- B. Lessee may moor the following vessel(s) on the leased premises: N/A
- C. Within the Marina area, Lessee shall park all vehicles and trailers in a location so as to ensure that they do not obscure the visibility of signs from the public right-of-way to any of the outside docks. Lessee may not park any vehicle or trailer within the Marina area in any parking space longer than Lessee's normal hours of operation.
- D. Lessor will not reserve any parking spaces for Lessee.

SECTION 3. USE OF PREMISES

- A. Lessee shall use the Leased Premises only for business purposes authorized by this Lease. An authorized business purpose under this Lease means conducting a business that is open to the public for guided boat tours, charter fishing, boat rentals, kayak rentals, and sales of promotional products such as hats or t-shirts with the business logo on them. Except as provided in Paragraph 10 below, all aspects of the business must be conducted within the Leased Premises.
- B. Lessee may not use the Leased Premises to rent personal watercraft (a.k.a. jet skis) or airboats.
- C. Lessee shall not allow the Leased Premises to be used for any other purpose or in any other way without the written consent of Lessor, which consent will be evidenced by a formal written addendum to this lease, approved by the City Commission.

- D. Lessee shall at all times maintain the Leased Premises in a clean, neat and safe condition.
- E. If Lessee operates a tour service, Lessee is responsible for obtaining any necessary authorization from the U.S. Department of the Interior to visit certain sites within the National Seashore such as the lighthouse on Seahorse Key.

SECTION 4. TERM

The term of this lease shall be for a one-year period commencing at signing and ending at midnight on _____, 20____.

SECTION 5. RENT

- A. Lessee agrees that it will pay to Lessor rent for the use of the Leased Premises the sum of _____ per month.
- B. The monthly rent is payable in advance on the first day of each month during the term of the Lease and shall be payable at City Hall, City of Cedar Key, Florida. A late fee in the amount of \$20.00 shall be added to any rent payment received by the City after the 10th day of the month. If Lessor does not receive Lessee's payment within thirty (30) days of the due date, Lessee shall be in default. In the event of such default, Lessor shall provide Lessee with written notice of default by certified mail, return receipt requested, and inform Lessee that payment must be made within fifteen (15) days of the receipt of notice. Such default may be handled as provided for in paragraph 23.
- C. Lessee shall pay any tax now or hereafter levied on said rent.

SECTION 6. SECURITY DEPOSIT

- A. Lessee, concurrently with the execution of this lease, has deposited with Lessor the sum of one month's rent as a security deposit for Lessee's payment of rents and for Lessee's faithful performance of the terms of this lease. Lessor hereby acknowledges the receipt of said security deposit.
- B. Lessor may at any time apply the security deposit or any part thereof towards the payment of rents or any other sums payable by Lessee under this lease, and towards the performance of any of Lessee's covenants under this lease. If the security deposit is insufficient to fully cover Lessee's liability under this Lease, Lessee shall remain liable for the additional amount. Furthermore, Lessor may exhaust any or all rights and remedies against Lessee before resorting to said security deposit, but Lessor is not required to do so. If Lessor does not use the security deposit, Lessor shall return the security deposit to Lessee within thirty (30) days after the expiration of this Lease. Lessor shall not be required to pay Lessee any interest on said security deposit.

SECTION 7. TERMINATION

Lessor may only terminate this Lease and the tenancy hereby granted due to a default by Lessee. Lessee may terminate by providing Lessor with ninety (90) days written notice.

SECTION 8. COMPLIANCE WITH LAWS

- A. Lessee shall not conduct, nor permit, any activity or use which violates any law, regulation, or requirement of any governmental authority now in force or which may hereafter be in force, or which violates or will make void or inoperative any insurance policy held by Lessor.
- B. Lessee shall comply with all ordinances of the City of Cedar Key, particularly Part 4.00.00, OPERATION OF MUNICIPAL MARINA, Chapter 2, Laws of Cedar Key.
- C. The City of Cedar Key participates in the Florida Clean Marina Program. Lessee shall comply with all applicable laws and regulations imposed under the Florida Clean Marina Program.
- D. Lessee shall annually pay the local business tax to Lessor during the term of this Lease.
- E. Lessee shall purchase and maintain a valid frequent user boat launch pass during the term of this Lease.

SECTION 9. USE OF CEDAR KEY MARINA - INSIDE

This Lease does not confer upon Lessee any rights to the use of the Cedar Key Marina - Inside, as defined in part 4.00.00, Cedar Key Code of Ordinances, for any purpose other than five minute tie-up at docking space marked for that purpose for safely loading and unloading passengers.

SECTION 10. UTILITIES; GARBAGE SERVICE

- A. **ELECTRIC & WATER** Lessor receives and pays for all electric and water utilities which serve the City Marina through master meters. Lessee shall receive all electric and water utilities through a submeter which supplies the premises leased by the Lessee. Lessor shall bill the Lessee on a monthly basis for the electric and water usage by Lessee and Lessee agrees to pay the bill within ten (10) days. Failure to do so shall be considered a breach of the Lease Agreement under Section 23 of this agreement.
- B. **GARBAGE AND TRASH** Lessee shall obtain and pay for garbage collection as required under the Laws of Cedar Key. Lessee shall be classified as a commercial account. Lessee understands and agrees to recycle in accordance with all applicable federal, state, and local codes.

- C. Lessee understands and agrees to pay for any and other utilities or services not specifically stated as being paid by Lessor.
- D. Lessor shall not be liable for failure to supply electric, water, sewer, or garbage service; or for any damage resulting from an interruption or malfunction in service or any utility due to any cause.

SECTION 11. PETS

All pets must be kept on boat or leash at all times

SECTION 12. SIGNS

Lessee shall not permit, allow, or cause to be created, installed, maintained, painted, or displayed on any part of the Leased Premises any exterior sign, lettering, place card, announcement, decoration, advertising media, or advertising materials of any kind whatsoever, except for the following:

1. Two accessory signs for the purpose of identifying the business not to exceed a total of 20 square feet and no single such sign may exceed 16 square feet; and
2. Two accessory signs for the purpose of displaying business hours and tour schedules with a maximum combined total square footage of 8 square feet and no single sign shall exceed 5 square feet.

SECTION 13. ALTERATIONS, ADDITIONS AND REPAIRS

- A. Without Lessor's prior written consent, Lessee may not make any structural changes, alternation, or additions to the Leased Premises exceeding three hundred dollars (\$300.00) in value, as determined by the City Building Official. Any structural change, alteration, or addition to or on the Leased Premises made with or without the aforesaid written consent of the Lessor shall remain for the benefit of and become the property of Lessor, unless otherwise provided in the written consent.
- B. Subject to the consent and notice requirements herein, Lessee shall be responsible to make all repairs and replacements necessary to maintain the Leased Premises in a safe, well-maintained condition. This includes repairs made necessary by wind, flood, or other forces or nature.
- C. Lessee shall serve written notice on Lessor at least ten (10) days prior to permitting any work to be commenced in or on the Leased Premises.

Pursuant to Fla. Stat. §713.01(26), the interest of the Lessor does not constitute "Real Property" for purposes of the Florida Construction Lien Law. Pursuant to Fla. Stat. §713.10(2), the interest of the Lessor in the leased premises shall not be subject to liens for improvements made by the Lessee.

- D. In the event that a storm damages the Leased Premises such that Lessee is unable to conduct Lessee's normal business operations, Lessee shall have a reasonable time, not to exceed sixty days, to repair or rebuild the Leased Premises. If Lessee needs more than sixty days, Lessee may petition the City Commission for additional time. Lessee may also petition the City Commission for relief from rent during the rebuilding period. Nothing in this paragraph shall exempt Lessee from having to obtain any permits needed to rebuild or repair the Leased Premises as may be required under paragraph 14A of this Lease or the Laws of Cedar Key.

SECTION 14. MARINA EVACUATIONS

In accordance with section 327.59, Florida Statutes (2007), Lessor provides the following notice to Lessee:

Lessor hereby informs Lessee that in the event Lessee fails to remove Lessee's vessel from the Cedar Key Marina after the issuance of a tropical storm or hurricane watch covering Cedar Key, Florida, under Florida law, the undersigned or his or her employees or agents are authorized to remove Lessee's vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by Lessor or his or her employees or agents in order to better secure Lessee's vessel and to protect marina property, private property, and environment. Lessee is further notified that Lessee may be charged a reasonable fee for any such action.

SECTION 15. DEBRIS REMOVAL AND DISPOSAL

Lessee shall be responsible for removing and properly disposing of any and all debris in the marina and surrounding waters if such debris originated from the Leased Premises and whether or not the debris was removed by natural events or by acts of third parties. Lessee shall remove such debris within a reasonable time, but not to exceed five days. If Lessee fails to remove the debris within five days, Lessor reserves the right to remove and dispose of such debris and to charge Lessee a reasonable fee for the removal and disposal. Nothing in this Section shall prevent Lessee from reusing debris to repair or rebuild the Leased Premises.

SECTION 16. LIABILITY FOR DEFECTS

In the absence of negligence on the part of Lessor, its agents or employees, and subject to municipal sovereign immunity under state law, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by any defect of the docking or other facilities on the Leased Premises, no matter the source of the defect.

SECTION 17. INSURANCE

- A. Lessor and Lessee shall obtain all insurance policies that the respective parties are required to keep and maintain in force from good and solvent insurance companies.

- B. Lessee agrees that it will, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of commercial general liability and personal injury liability insurance, written by one or more responsible insurance carriers against liability for injury to or death of persons or loss or damage to their property occurring in or about the Leased Premises. The Liability under such insurance shall be Protection and Indemnity liability insurance coverage naming the Lessor as an additional insured. The minimum amount of required coverage shall be one-million dollars (\$1,000,000.00) per occurrence. Lessee shall provide the City Clerk with proof of such coverage and shall have the City of Cedar Key named as an additional insured on such policies.
- C. Lessee agrees to maintain and keep in force all employees compensation insurance required under the laws of the State of Florida, and such other insurance as may be necessary to protect Lessor against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to the execution of this agreement.
- D. Should Lessee fail to obtain and pay for any insurance required by this Lease, Lessor may pay such premiums for Lessee. In the event that Lessor pays any insurance premiums for Lessee, Lessor may immediately demand that Lessee reimburse Lessor the full amount of any premiums paid by Lessor. Lessee's failure to pay same on demand shall constitute a default of this lease.

SECTION 18. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST OR VESSELS

Lessee must obtain Lessor's written consent before Lessee may assign this lease or any interest therein, or sublet the Leased Premises or any part thereof, or license the use of all or any portion of the Leased Premises or business conducted therein or thereon, or encumber or hypothecate this lease. Any assignment, subletting, licensing, encumbering, or hypothecating of this Lease without such prior written consent shall, at the option of Lessor, terminate this lease. No such written consent by Lessor shall be binding unless approved by the Cedar Key City Commission.

SECTION 19. SURRENDER OF PREMISES

At the termination of this lease, Lessee shall vacate the Leased Premises in as good a condition as they are in at the time of entry thereon by Lessee, except for reasonable use and wear thereof. Upon vacating, Lessee shall leave the Leased Premises free and clear of all rubbish, debris and personal property. Unless otherwise provided in writing by Lessor, all structural changes, alterations, or additions to or on the Leased Premises made by Lessee shall remain for the benefit of and become the property of Lessor.

SECTION 20. INDEMNIFICATION OF LESSOR

Lessee hereby covenants and agrees at all times to indemnify Lessor and the Leased Premises against any cost, liability or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the Leased Premises, parking area, or common facilities by Lessee or any person or persons holding under Lessee, and shall indemnify Lessor

against any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance by Lessee of any person or persons holding under Lessee, and against any costs, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee.

SECTION 21. LESSOR'S RIGHT OF INSPECTION

Lessor shall have access to the Leased Premises, and each and every part thereof, during Lessee's regular business hours for the purpose of inspecting the premises, making repairs, and posting notices which Lessor may deem necessary for the protection of Lessor or the Leased Premises.

SECTION 22. DEFAULT

- A. If Lessee fails to promptly perform any responsibility under this Lease, or abandons the Leased Premises, Lessor shall provide notice to Lessee in writing specifying the nature of the breach. Lessee shall have fifteen (15) days from receipt of the notice to cure the breach. If Lessee fails to cure the breach, or the breach is incurable within fifteen (15) days, Lessee shall be in default.
- B. Whenever a provision of this Lease specifies that Lessee is in default, Lessor shall place on the agenda of the next regularly scheduled City Commission meeting the matter of Lessee's default and call upon the City Commission to take appropriate action by all legal means available and appropriate which may include termination of this Lease.
- C. Notwithstanding any provision as to notice contained in this Lease, if in Lessor's judgment the continuance of any default by Lessee, other than for the payment of money, for the full period of the notice otherwise provided for will jeopardize the premises or the rights of Lessor, Lessor may, without notice, elect to perform those acts in respect of which Lessee is in default, at Lessee's expense, and Lessee shall thereupon reimburse Lessor, with interest at the highest rate allowed by law, on ten (10) days' notice by Lessor to Lessee.
- D. Each and all of the remedies given to Lessor in this lease or by law are cumulative, and the exercise of one right or remedy by Lessor shall not impair its right to exercise any other right or remedy.
- E. On any payment made by Lessor for the benefit of Lessee, Lessee shall repay Lessor as provided herein, together with interest at an annualized interest rate of ten percent (10%).
- F. In the event of Lessee's default, Lessee waives all claim or demand for damages that may be caused by Lessor in re-entering and taking possession of the Leased Premises, and all claim or demand for damages which may result from the destruction of or injury to the premises, and all claim or demand for damages or loss of property belonging to Lessee or to any other person, firm, or corporation as may be in or on the premises at the time of such re-entry.

SECTION 23. HOLDING OVER

No holding over and continuation of any business by Lessee after the expiration of the term hereof shall be considered to be a renewal or extension of this lease unless written approval of such holding over and definite agreement to such effect is approved by the Cedar Key City Commission and signed by Lessor defining the length of such additional term. Any holding over without the consent of Lessor shall be considered to be a day-to-day tenancy at a rental of two times the daily rate of the maximum monthly payment provided herein, computed on the basis of the 30-day month.

SECTION 24. WAIVER

- A. Nothing contained in this agreement shall be construed as waiving any of Lessor's rights under the laws of the State of Florida.
- B. Lessor's failure to enforce any provision of this lease shall not be construed as a waiver of any preceding or succeeding breach of such provision.

SECTION 25. TIME OF THE ESSENCE

Time is of the essence for each and every provision, covenant, and condition herein contained and on the part of Lessee or Lessor to be done and performed.

SECTION 26. COSTS AND ATTORNEY'S FEES

If the Lessee defaults in the performance of any of the provisions of this lease and by reason thereof the Lessor employs the services of any attorney to enforce Lessee's performance, to evict the Lessee, to collect monies owed by Lessee, or to perform any service based upon said default, then Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the Lessor pertaining thereto and in enforcement of any remedy available to the Lessor.

SECTION 27. HEADINGS FOR CONVENIENCE ONLY

The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof.

SECTION 28. AMENDMENTS TO BE IN WRITING

This lease may be modified or amended only by writing duly authorized by the Cedar Key City Commission and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized and executed by both Lessor and Lessee.

SECTION 29. NOTICES

- A. All notices or demands of any kind that Lessor may be required or may desire to serve on Lessee under term of this lease may be served on Lessee, as an alternative to personal service, by leaving a copy of such demand or notice addressed to Lessee, or by mailing a

copy thereof by registered or certified mail, postage prepaid, addressed to Lessee, at the Leased Premises or at such other address or addresses as Lessee may from time to time be designated in writing to Lessor. Service shall be deemed complete at the time of the leaving of such notice as aforesaid or within three (3) days after mailing of same.

B. Any and all notices or demands from Lessee or Lessor may be similarly served upon Lessor at City Hall, City of Cedar Key, Florida, or at such other address as Lessor may in writing designate to Lessee.

SECTION 30. RECORDING

This lease will not be recorded in the Public Records of any county in Florida.

Executed on this _____ day of _____, 20__.

LESSOR: CITY OF CEDAR KEY, FLORIDA

Signed: _____
_____, Mayor

WITNESS:

Signed: _____
Printed: _____

LESSEE:

Signed: _____
Printed: _____

WITNESS:

Signed: _____
Printed: _____

GUARANTY:

The undersigned, do hereby absolutely and unconditionally guarantee the obligations of _____ (Lessee) under this agreement, and waive all rights of notice, demand and presentment hereunder. The liability of the guarantors hereunder shall be joint and several.

GUARANTORS:

Signed: _____
Printed: _____

Signed: _____
Printed: _____

**City of Cedar Key
Commission Meeting
Agenda Item**

Submitted By: Brooke Smith, on behalf of Corey Rudd, Taylor Construction

Meeting Date: 06/16/2026

Subject

Development Review Application – Commercial RV Sites Submitted by Corey Rudd, Taylor Construction

Discussion

The City Commission will consider a Development Review Application submitted by Corey Rudd of Taylor Construction on behalf of property owner Christopher W. Disibio for the development of three (3) recreational vehicle (RV) sites on Tax Parcel No. 0873200000, located in Cedar Key.

The proposal includes the installation of utility connections for water, sanitary sewer, and electricity to serve registered guests utilizing the RV sites. Additional services proposed include waste collection, gravel parking areas, and landscaping improvements. The applicant states that site rentals will be available upon completion of all required permits and approvals.

The application materials include a site layout depicting three RV spaces, a boundary and topographic survey of the property, and information regarding proposed utility pedestal infrastructure. The property is approximately 15,001 square feet and is located near the intersection of Depot Street and 3rd Street.

The subject property is located within the City's Historic District. As required by the Laws of Cedar Key, a Certificate of Appropriateness application was submitted to the Historic Review Board for review. During its review, the Board determined that the request constituted a land use change rather than an architectural or site-design review matter and voted to deny the Certificate of Appropriateness application in favor of forwarding the matter to the City Commission for consideration through the development review process. The Board's action was based on the understanding that land use determinations and development approvals are within the authority of the City Commission pursuant to the City's Land Development Code and

applicable provisions of the Laws of Cedar Key governing development review and land use decisions.

Pursuant to Article 12 of the Cedar Key Land Development Code, the Commission serves as the final decision-making body for development review applications involving changes in land use and development activity. The Commission will review the proposed development, consider any recommendations from staff and reviewing agencies, and determine whether the proposed use is consistent with the City's Comprehensive Plan, Land Development Code, and other applicable provisions of the Laws of Cedar Key.

Fiscal Impact

The proposed development is anticipated to generate future utility revenues, business tax revenues, and ad valorem tax value associated with the operation of the RV rental sites. Any required utility infrastructure, permitting, site improvements, and development costs shall be the responsibility of the applicant and property owner.

Attachments

1. Development Review Application submitted by Corey Rudd, Taylor Construction.
2. Applicant Narrative and Project Description.
3. Proposed Site Plan Showing Three RV Sites.
4. Levy County Property Appraisal Map of Parcel
5. Utility Pedestal Product Information.

Possible Commission Action

Approve, approve with conditions, continue for additional information, or deny the Development Review Application for the proposed three-site commercial RV development on Tax Parcel No. 0873200000 and provide any additional direction deemed necessary by the City Commission. The Commission's review should include consideration of the property's location within the Historic District and consistency with the City's Comprehensive Plan, Land Development Code, and applicable provisions of the Laws of Cedar Key.

STAFF REPORT AND FINDINGS OF FACT

Applicant: Corey Rudd, Taylor Construction

Property Owner: Christopher W. Disibio

Parcel Number: 0873200000

Location: Corner of Depot Street and 3rd Street, Cedar Key, Florida

Request: Development Review Application for the development of three (3) commercial recreational vehicle (RV) sites.

Pursuant to Section 12.02.02(B) of the Cedar Key Land Development Code, staff have reviewed the application and determined that sufficient information has been submitted for Commission consideration. The Commission's review of this application does not constitute approval of any building permits or other regulatory approvals that may be required.

Background

The applicant, Corey Rudd of Taylor Construction, on behalf of property owner Christopher W. Disibio, has submitted a Development Review Application requesting approval for the development of three (3) recreational vehicle (RV) sites on Tax Parcel No. 0873200000. The application proposes utility connections for water, sanitary sewer, and electricity to serve registered guests utilizing the RV sites. Additional improvements include waste collection services, aggregate stone parking areas, and landscaping improvements. The applicant indicates that the sites will be available for rent upon completion of all required permits and approvals.

Supporting documentation submitted with the application includes a project narrative, owner authorization, site plan, boundary and topographic survey, and utility pedestal specifications.

Findings of Fact

1. Historic District Status

The subject property is located within the City of Cedar Key Historic District and is therefore subject to applicable provisions of Chapter 4 of the Laws of Cedar Key relating to historic preservation and development activities occurring within the district.

2. Historic Preservation Board Action

A Certificate of Appropriateness (COA) application was submitted to the Historic Preservation Board for review. During its consideration of the application, Board members expressed concerns that the application materials submitted were incomplete and did not

contain sufficient information for the Board to fully evaluate the request under the historic preservation standards contained within the Laws of Cedar Key.

Additionally, the Board determined that the request primarily involved a proposed change in land use and development activity rather than the review of architectural features, exterior alterations, demolition, relocation, or other matters typically addressed through the Certificate of Appropriateness process. Based upon those findings, the Historic Preservation Board voted to deny the Certificate of Appropriateness application and referred the matter to the City Commission for consideration through the development review process as provided by the Land Development Code.

The Board's action should not be construed as a determination regarding the appropriateness of the proposed RV use, but rather as a determination that the application, as submitted, was incomplete for Certificate of Appropriateness review and that the proposed development should be considered by the City Commission through the applicable land use and development review procedures.

3. Existing Zoning and Permitted Uses

The subject property consists of approximately 15,001 square feet. The Commission should determine whether the proposed commercial RV use is permitted within the property's zoning classification and whether the proposal complies with all applicable provisions of the Cedar Key Land Development Code, including any standards governing transient accommodations, recreational vehicle uses, parking, setbacks, landscaping, and utility service.

4. Comprehensive Plan Consistency

The proposed development should be evaluated for consistency with the Future Land Use Element, Infrastructure Element, Coastal Management Element, Historic Preservation policies, and all other applicable provisions of the City of Cedar Key Comprehensive Plan.

The Commission should determine whether the proposed use is compatible with surrounding land uses, maintains the character of the Historic District, and is consistent with the goals, objectives, and policies adopted by the City.

5. Utility Availability

The application states that each RV site will be connected to municipal water, sanitary sewer, and electrical service. Verification of utility availability and capacity should be obtained from the appropriate utility providers and City departments prior to issuance of any development permits.

6. Access and Parking

The submitted site plan depicts access from the adjacent public roadway and includes proposed parking associated with the RV sites. The Commission should determine whether the proposed access, parking configuration, circulation pattern, and emergency vehicle access satisfy the requirements of the Land Development Code and applicable public safety standards.

7. Floodplain Considerations

The property is located within the coastal area of Cedar Key and may be subject to floodplain management regulations and coastal construction requirements. Any development approved by the Commission remains subject to applicable FEMA regulations, floodplain management standards, elevation requirements, and any required federal, state, county, and local permits.

Approval of this development review application does not constitute approval of building permits, floodplain development permits, utility permits, or any other regulatory approvals that may be required.

8. Development Review Process

Pursuant to Article 12.02 of the Cedar Key Land Development Code, development review applications are reviewed by the Building Official and applicable reviewing agencies for compliance with the Land Development Code and other applicable regulations. Following review, the City Commission serves as the final decision-making body for development review applications requiring Commission approval.

Staff has received the Development Review Application and supporting documentation and has determined that sufficient information has been submitted for City Commission consideration of the request. Additional information, permits, or agency approvals may be required prior to commencement of development activities.

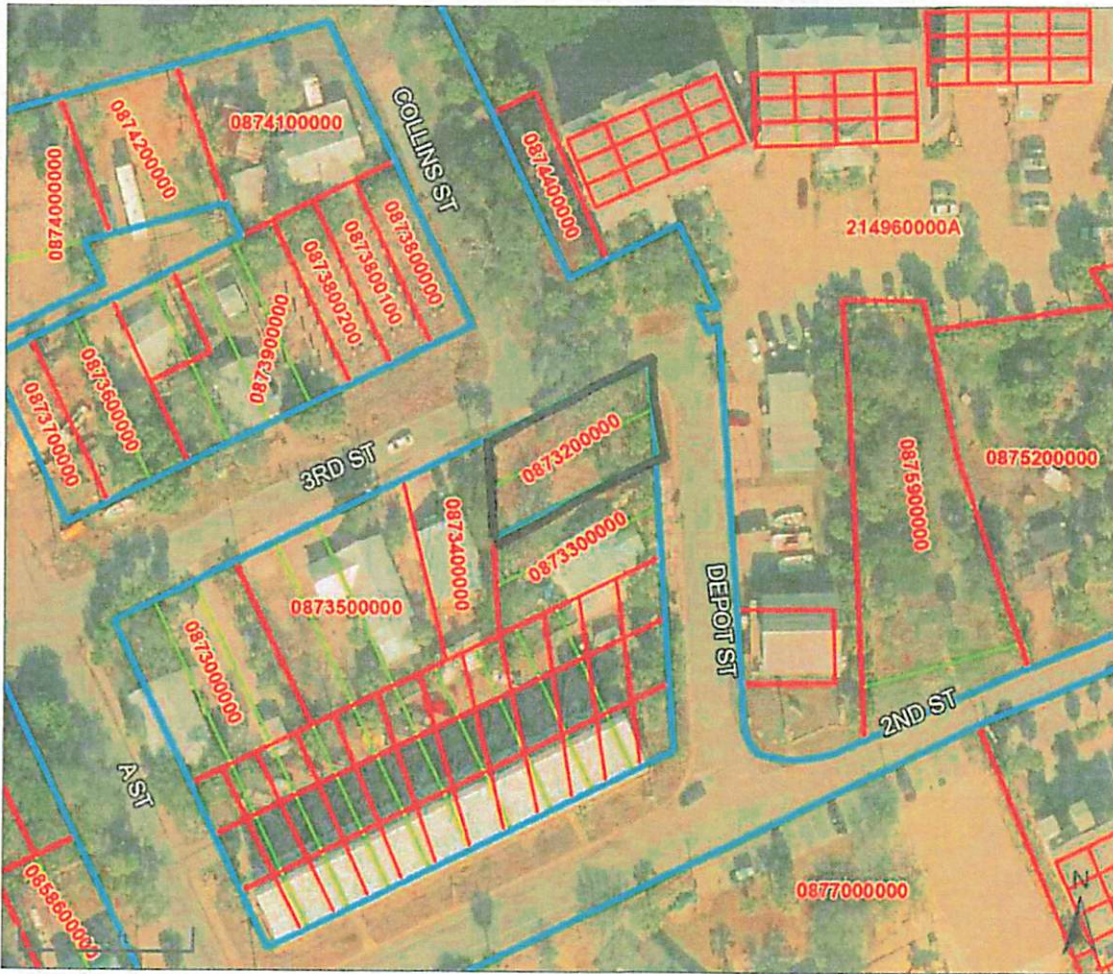
Recommendation

Staff recommends that the City Commission:

1. Receive and review the Development Review Application and supporting documentation;
2. Consider the Historic Preservation Board's action and findings;
3. Determine whether the proposed commercial RV use is consistent with the City's Comprehensive Plan, Historic District regulations, and Land Development Code;

4. Consider any public comment and staff recommendations received during the review process; and
5. Approve, approve with conditions, continue for additional information, or deny the application based upon the evidence presented.

Should the Commission approve the application, staff recommends that approval be conditioned upon compliance with all applicable federal, state, county, and local regulations; utility availability; floodplain management requirements; issuance of all required permits; and continued compliance with the Laws of Cedar Key.



Overview



Legend

-  Parcels
- Parcel Lines
 -  Construction
 -  Easement
 -  Lot
 -  Miscellaneous
 -  Parcel
 -  Private Road
 -  Road Right of Way
 -  Subdivision
 -  Water
 -  <all other values>
- Roads
- City Labels

Parcel ID	0873200000	Physical Address	DISIBBIO CHRISTOPHER	Building Value	\$0	Last 2 Sales			
Property Use	0000 - VACANT	Mailing Address	W 14112 RYKER WAY	Extra Feature Value	\$0	Date	8/10/2023	Price	\$120000
Taxing District	CEDAR KEY	Address	DAVIDSON NC 28036	Market Land Value	\$67,500	n/a		Reason	01
Acres	0.12			Ag Land Value	\$67,500			Qual	Q
				Just Value	\$67,500				
				Assessed Value	\$67,500				
				Taxable Value	\$67,500				

Date created: 6/12/2026

Last Data Uploaded: 6/11/2026 7:36:36 PM

Developed by  SCHNEIDER
GEO SPATIAL

City of Cedar Key-
Development Review Application

Please provide a statement to describe the requested action along with necessary drawings, product approval codes, and necessary supplemental documentation (elevation certificates, survey, building plans, etc).

THE DEVELOPEMENT OF (3) THREE RV
SITES ON PARCEL 0873200000 IN CEDAR
KEY FLORIDA.

SITES WILL BE CONNECTED TO WATER,
SANITARY SEWER AND ELECTRICITY, PROVIDING
NECESSARY SERVICES FOR REGISTERED GUESTS
WHILE VISITING THE CITY OF CEDAR KEY.
ADDITIONALLY, WASTE COLLECTION SERVICES AND
GENERAL MAINTAINENCE WILL BE PROVIDED.
ADDITIONALLY, AGGREGATE STONE PARKING AREAS
AND LANDSCAPING ESTABLISHED IN A GOOD WORKMAN-LIKE
MANNER. RENTALS OF SITES WILL BE AVAILABLE ONCE WORK IS
COMPLETE AND ALL NECESSARY PERMITS ARE ISSUED FOR OCCUPANCY.

Signature (Owner/ Agent)

Date

6/4/26

AFFIDAVIT

Owner(s) CHRIS DISIBBIO

Tax Parcel Number(s) or Attach Legal Description: 0873200000

I (we), the property owner(s) of the subject property, being duly sworn, depose and say:
(initial applicable statements)

That I am (we are) the owner(s) and record title holder(s) of the above-described property.
 That the above-described property is the property for which the attached application for land use change is being made.

That I (we) have appointed the following person as my (our) agent to execute any agreement, and other documents necessary to effectuate such agreement in the process of pursuing the attached variance/ conditional use/ hardship request: COREY RUDD TAYLOR CONSTRUCTION

I (we) swear or affirm that the above information is true and correct to the best of my (our) knowledge.

Signature (Owner/ Agent)

Signature (Owner/ Agent)

Sworn to and subscribed before me this 4th day of June, 2026, by the above signed who is personally known to me, or who has produced VA DL as identification

Signature of Notary



Application Received Date: _____ Fee\$ _____ Received _____ Application Number: _____

City of Cedar Key-
Development Review Application

Applicant Name: COREY RUDT TAYLOR CONSTRUCTION Phone: 352 543 9228
Address: 12501 SR 24 CEDAR KEY FLORIDA 32625

Property Owner: CHRISTOPHER W DISIBBIO Phone: 304 922 2922
Address: 14112 RYKER WAY DAVENOW NC 28036

Property Description:

Section-Township-Range: CEDAR KEY YANKEETOWN Total Acres: .12
Tax Parcel Number(s) or Attach Legal Description: 08732-00000
Location: CEDAR KEY FLORIDA


Any of the following activities: A. Construction, clearing, filling, excavating, grading, paving, dredging, drilling or otherwise significantly disturbing the soil of a site; B. Building, installing, enlarging, replacing or substantially restoring a structure, impervious surface, or water management system, and including the long-term storage of materials; C. Subdividing land into two (2) or more parcels; D. A tree removal for which authorization is required under this Code; E. Erection of a permanent sign unless expressly exempted by Article VIII of this Code; F. Alteration of an historic property for which authorization is required under this Code; G. Changing the use of a site so that the need for parking is increased; H. Construction, elimination or alteration of a driveway onto a public street; I. Any activity which has an impact on level of service or infrastructure capacity.

12.02.00. PROCEDURE FOR REVIEW OF DEVELOPMENT PLANS 12.02.01. Pre-Application Conference
Prior to filing for development plan review, the developer shall meet with the Building Official to discuss the development review process. No person may rely upon any comment concerning a proposed development plan, or any expression of any nature about the proposed development made by any participant at the pre-application conference as a representation or implication that the proposed development will be ultimately approved or rejected in any form. The User's Guide in Article I of this Code may be used as a guide to the discussion of the proposed development in the Pre-Application Conference.

12.02.02. Administrative Review of Development Plans A. The developer shall submit an Application and Development Plan meeting the requirements of Section 12.02.05 below. B. Within five (5) working days the Building Official shall determine that the Plan is complete or incomplete. If incomplete, the developer may submit an amended Plan within thirty (30) days without payment of a reapplication fee, but, if more than thirty (30) days have elapsed, must thereafter re-initiate the review procedure and pay an additional fee. C. A copy of the plan shall be sent to each member of the Technical Review Committee. Each member shall review the proposal and submit written comments to the Building Official within ten (10) days of completed application distribution to members. D. The Building Official shall review the Plan and comments of the Technical Review Committee and, within twenty (20) working days of the submission of the proposed development plan, prepare a report on whether the proposal complies with this Code and other applicable regulations of the City of Cedar Key. E. After the compliance report is completed, the Building Official shall set the matter for hearing before the City Commission at the next available meeting allowing for notice as required by Section 12.02.03 below.

12.02.03. Notice of Hearing Before City Commission At least fifteen (15) days prior to the hearing before the City Commission, the Building Official shall post a sign on the site of the development and mail written notice to the developer and to all property owners with property abutting the development site. The posted and written notice shall state the date, time and place of the hearing; shall summarize the proposed development; and shall state how additional information about the proposal and hearing procedures may be obtained.

I, the undersigned applicant, hereby certify that the information contained in this application is true and correct to the best of my knowledge and belief. I hereby grant the appropriate City personnel permission to enter the subject property during reasonable hours so that they may investigate and review this variance/ conditional use/ hardship relief land use request.


Signature (Owner/ Agent)

6/4/26
Date

Application Received Date: _____ Fee\$ _____ Received _____ Application Number: _____

6:28



Utility Direct Connect RV

Power Pedestal

SKU:

Volume Pricing Available

Dock Boxes Unlimited offers volume pricing options for commercial buyers. Request an estimate for this product by filling out the form below.

Width: 10" **Depth:** 10" **Height:** 50.04"



**City of Cedar Key
Commission Meeting
Agenda Item**

Submitted By: Jamie McCain

Meeting Date: 6/16/2026

Subject: Marina Parking Lot Paving

Discussion: Awarding contract for Marina Parking Lot Paving

Fiscal Impact: Use 135,000.00 of FEMA funds and supplement the rest from the Marina Fund.

Attachments: Proposals Received

Possible Commission Action: Approve to award to the lowest qualified bidder.



BID PROPOSAL

PROJECT DETAILS

Project Name	Cedar Key Marina Parking Lot and Storm Drain Repair
Bid Name	Paving & Storm Repair
Bid Date	04/28/2026

FROM

Name	Kevin Lamar
Company	Lamar Construction
Email	Kevin.Lamar@LamarConstructionFL.com
Address	1736 SE Hwy 349 Old Town, FL 32680
Contractor License	CUC1226518
Phone	(352) 578-4273

TO

Company	City of Cedar Key
---------	-------------------

SCOPE OF WORK

Cedar Key Marina Parking Lot and Storm Drain Repair

1- Asphalt Parking Lot Repair

Includes all labor, materials, equipment, supervision, mobilization, cleanup, and incidentals necessary to repair damaged asphalt pavement at the Cedar Key Marina. Work includes removal of failed pavement, subgrade preparation, placement of base material as needed, asphalt installation, grading, compaction, and tie into existing surface. Approximate repair quantities are as follows:

- Primary asphalt area approximately 200 feet by 150 feet by 4 inches thick
- Secondary asphalt repair area approximately 30 feet by 15 feet by 4" thick

2- Storm Drain Repair

Repair storm drain crossing associated with the damaged parking lot area, including excavation, removal and reset/replacement of displaced drainage components, reconnection of separated joints, replacement of washed-out fill, backfill, compaction, and surface

restoration. Approximate quantities are as follows:

- One reinforced concrete box storm drain approximately 5 feet long by 4.5 feet wide by 42 inches high
- Two reinforced concrete storm drainpipe sections, each approximately 5 feet long by 24" diameter

BID ITEMS					
<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
ASPHALT PAVING					
001	Primary Asphalt Repair Area	LS	1.00	\$176,350.76	\$176,350.76
	<i>#001: 200' x 150' x 4" thick asphalt area (30,000 SF/ 3,333 SY). Removal of 4" asphalt pavement, subgrade preparation, placement of base material as needed. Asphalt will be placed in 2" lifts.</i>				
002	Secondary Asphalt Repair Area	LS	1.00	\$8,799.59	\$8,799.59
	<i>#002: 30' x 15' x 4" thick Secondary asphalt repair area. Removal of 4" asphalt pavement, placing back 4" of asphalt pavement in 2 lifts.</i>				
					Subtotal:
					\$185,150.35
GENERAL CONDITIONS					
101 1	MOBILIZATION	LS	1.00	\$5,000.00	\$5,000.00
					Subtotal:
					\$5,000.00
UNDERGROUND					
3101	Storm Drain Repair	LS	1.00	\$35,766.50	\$35,766.50
	<i>#3101: Repair existing storm drain crossing associated with the damaged parking lot area including excavation, removal and reset of displaced drainage components, reconnection of separated joints, replacement of washed-out fill, backfill, compaction, and surface restoration. Approximate drainage components: 1 EA storm structure measuring 5' long x 4.5' wide, 42" high. 2 EA reinforced concrete pipe sections each approximately 5' long x 24" diameter. Assumes that dewatering will be allowed, water will be pumped through a silt sock and discharged on the ground.</i>				
					Subtotal:
					\$35,766.50
					Grand Total: \$225,916.85

EXCLUSIONS AND QUALIFICATIONS

- Does not include any permits or engineering
- Does not include any extra work due to unforeseen soil conditions.
- For the storm drain repair, assumes that no existing underground utilities will have to be re-located. Due to the underground nature of this work, if more work is discovered in addition to the estimated quantities, increased costs may be incurred by owner.
- Assumes that the work areas will be closed off to public traffic during the construction.
- Does not include any maintenance of traffic or signage for temporary detours if needed.
- *****For the asphalt parking lot repair, the RFP form states that 4" of asphalt to be removed and replaced. A significant cost savings could be had if depth is changed to 2" replacement. The asphalt damage seems to be due to heavy equipment cutting in to the asphalt, not from base failure.

ACCEPTANCE

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Accepted By: _____
Date: _____

ESTIMATE

Live Oak Management Group LLC
15336 68th St
Live Oak, FL 32060-8605

Greg@liveoakmanagementgroup.com
+1 (386) 688-1455
<https://liveoakmanagementgroup.com/>



Bill to
City of Cedar Key
809 6th Street
Cedar Key, FL 32625

Ship to
City of Cedar Key
809 6th Street
Cedar Key, FL 32625

Estimate details

Estimate no.: 1039
Estimate date: 04/29/2026

#	Description	Qty	Rate	Amount
---	-------------	-----	------	--------

Cedar Key Marina Parking Lot and Storm Drain Repair

1. 1. Asphalt Parking Lot Repair

Contractor shall provide all labor, materials, equipment, supervision, mobilization, cleanup, and incidentals necessary to repair damaged asphalt pavement at the Cedar Key Marina.

Work shall include removal of failed pavement, subgrade preparation, placement of base material as needed, asphalt installation, grading, compaction, and tie in to the existing surface.

Approximate repair quantities are as follows:

Primary asphalt repair area approximately 200 feet by 150 feet by 4 inches thick

Secondary asphalt repair area approximately 30 feet by 15 feet by 4 inches thick

Finished surface shall match existing grades as closely as practical and be suitable for normal vehicle use.

2. 2. Storm Drain Repair

Contractor shall repair the storm drain crossing associated with the damaged parking lot area, including excavation, removal and reset or replacement of displaced drainage components, reconnection of separated joints, replacement of washed of fill, backfill, compaction, and surface restoration.

Approximate drainage components are as follows:

One reinforced concrete box storm drain approximately 5 feet long by 4.5 feet wide by 42 inches high

Two reinforced concrete storm drain pipe sections, each approximately 6 feet long by 24 inches in diameter

Approximately 0.56 cubic yards of compactable clay and sand fill material

Contractor shall field verify all dimensions and existing conditions prior to pricing and shall provide a lump sum price for the full scope, along with any assumptions or exclusions.

3. Total for proposed construction services	1	\$197,105.00	\$197,105.00
<i>Greg Waters</i>	Total		\$197,105.00

Accepted date

Accepted by



WW Whitehurst, LLC

18691 NE 40th Street
Williston, FL 32696
(352) 214-3837
tisha@wwwhitehurstllc.com

Estimate

Date	Estimate #
5/1/2026	0138

Name / Address
City of Cedar Key Attn: City Clerk 809 6th Street Cedar Key, FL 32625

			Project
Description	Qty	Cost	Total
Asphalt Installation-Asphalt Parking Lot Repair/Storm Drain Repair Job Location: Cedar Key Marina, Cedar Key, FL 32625	1	199,395.00	199,395.00
Please call Tisha Whitehurst if you have any questions, (352) 214-3837.		Total	\$199,395.00

Customer Signature _____

ORDINANCE NO. 565

ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA; VACATING, ABANDONING AND CLOSING A PORTION OF 4th STREET LOCATED WITHIN CORPORATE BOUNDARIES OF THE CITY OF CEDAR KEY; RENOUNCING ANY RIGHT OF THE CITY AND THE PUBLIC TO THAT PORTION OF THE STREET SO CLOSED; PROVIDING AN EFFECTIVE DATE

WHEREAS, a Petition to Close and Vacate Streets has been made by Ann C. O'Steen for the vacating and closing by the City of Cedar Key, Florida, (the "City"), of certain lands designated as streets on the plat of The City of Cedar Key; and

WHEREAS, the City Commission has determined that such action would be consistent with the comprehensive plan of the City; and

WHEREAS, the City possesses, pursuant to the home rule powers granted under the Florida Constitution and §166.021, Fla. Stat., to vacate and close streets located within its corporate boundaries;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, as follows:

SECTION 1. The City Commission of the City does hereby vacate, abandon and close the following described parcel, which constitutes a portion of a certain street as shown on the referenced plat:

The North half of that portion of 4th Street lying East of D Street and West of the ordinary high water line, as shown on the map of the City of Cedar Key, Plat Book 1, page 3, Official Records of Levy County, Florida.

SECTION 2. The City does hereby release and relinquish all right, title, interest and estate of the public and of the City of Cedar Key, Florida, in and to the land described.

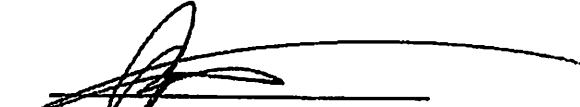
SECTION 3. This action is not intended and shall not be construed to affect the rights of other parties other than the public and the City to the lands described.



SECTION 4. This Ordinance shall be effective May 19, 2026.

Date of First Reading: May 19, 2026.

Enacted following a properly noticed public hearing at the regular Commission meeting on May 19, 2026.


ATTEST:



Jim Wortham, Mayor

James S. Wortham


Norm D. Fugate, City Attorney

CITY OF CEDAR KEY, FLORIDA



Brooke Smith, City Clerk