



City of Cedar Key
Commission Meeting Agenda
809 6th Street
August 19, 2025

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Cedar Key Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceeding, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. People with disabilities requiring accommodation to participate in the meeting should contact the City Clerk at (352) 543-5132 at least 48 hours in advance to request accommodation.

- Call to Order
 - Invocation
 - Pledge of Allegiance
 - Roll Call:
 - Jolie Davis, Commissioner Seat 1
 - Jim Wortham, Commissioner Seat 3
 - Mel Beckham, Commissioner Seat 5
 - Nancy Sera, Commissioner Seat 2
 - Jeff Webb, Commissioner Seat 4
- **ACTION ITEM:** Acceptance of the Meeting Agenda as presented
- **ACTION ITEM:** Consent Agenda:
- Public Comment:
- Cedar Key Water & Sewer District: General Managers Report
- Non-Government Organizations
 - Lion's Club: Seafood Festival Update
 - Cedar Key Woman's Club:
 - Chamber of Commerce:
 - Cedar Key Aquaculture Assoc.:
 - Nature Coast Biological Station/NCBS:
 - Cedar Key Arts Center:
 - Cedar Key Non-Profit Organizations:
- **Discussion:** Mayor's Notes/Actions:
 - Monthly Activities
 - DRAFT Strategic Development Initiatives for Federal Assistance
 - US Army Corps of Engineering – DRAFT High Water Mark Signs
- **Discussion:** City Clerk Position
- **ACTION:** **Approval** of Waiving for Arts and Seafood Festivals Fees
- **ACTION:** **Approval** of Revised Mayor Duties – Resolution 493
- **ACTION:** **Approval** of Cedar Key Department of Emergency Management: Evacuation, Bridge Closures, Re-Entry Procedures, Safety Personnel, and Re-Entry Team Responsibilities and Duties
- **Discussion:** **Final Review** of Cedar Key Police Department Pre-Storm & Post-Storm Responsibilities and Duties
- **Discussion:** Commissioner Beckham – Economic Development Plan Update



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- Important Dates:
 - August 21, 2025 – CRA Budget Meeting
 - August 26 or 28, 2025 – Commission Budget Meeting (5:00pm) ****Date To Be Confirmed**
 - September 10, 2025 – Tentative Final Budget and Tentative Millage Rate (5:01pm)
 - September 16, 2025 – Regular Commission Meeting (5:00pm)
 - September 20, 2025 – Coastal Clean Up
 - September 24, 2025 – Final Budget and Millage Rate (5:01pm)
- Attorney Items:
 - Second Reading – Ordinance 559, AN ORDINANCE OF THE CITY OF CEDAR KEY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-02, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN LEVY COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE
 - **ACTION ITEM:** 2026 Election Proposal, Levy County Supervisor of Elections: Ordinance No. 560, AN ORDINANCE OF THE CITY OF CEDAR KEY, FLORIDA AMENDING PROVISIONS RELATING TO ELECTIONS AS CONTAINED IN CHAPTER 2 OF THE LAWS OF CEDAR KEY; PROVIDING AN EFFECTIVE DATE
 - **ACTION ITEM: Approval of Joinder Option Agreements**
 - Giles Option Agreement
 - HR Option Agreement
 - Grant Agreement - Development and Maintenance
- Clerk's Office and Administration:
 - Request for Annexation – Bryan & Darlene Skarupski (13351 SW Airport Rd)
 - Update - Dixie County Interlocal Agreement for Fire Inspection Services
- Public Works:
- Public Safety:
 - Fire Department/Emergency Management –
 - Police Department –
- **Discussion:** Commissioner Focus Areas:
 - Environmental and Shoreline Restoration/Protection - Commissioner Wortham
 - City Processes and Process Improvement - Commissioner Davis
 - Financial and Economic Development – Commissioner Beckham
 - Public Relations and Community Engagement – Commissioner Sera
- **Discussion:** Commissioners Concerns/Information:

Meeting Adjourned ____PM

CKWSD General Manager's Report 08.11.25

2025-2026 Fiscal Year Budget Discussion: I have attached an updated version of our new budget. I have set aside more contingency money in this budget than previously. I have attached a chart reflecting the amount an average water and sewer user will pay if we increase rates 5%. As a tool to help with the budgeting of water and sewer revenues, I have also attached a chart reflecting the amount of drinking water pumped and the amount of wastewater treated each month over the previous two years. You will see in this chart; wastewater treatment is slow to recover after each of the last two hurricanes. There has been increase in wastewater treatment over the past few months though and this is more than likely a reflection of the amount of rain we have received due to Inflow and Infiltration (I&I). Our drinking water pumping rates do not show the same level of decreases as wastewater due to the amount of flushing we perform. We need to have all of our 7215' of our sewer mains camera'd and cleaned and I have contingency money for this set aside in the budget. I am awaiting an estimate for this work from Trident Environmental.

Administration Building Hardening Update: Commissioner Ferguson has installed the D-Bolts for storm protection boxes on our Admin Building and our men have attached two of them over a door and a window. If you have not seen them, please take a chance this evening as we will be taking them down Friday. This is a professional looking project. Very impressive!

Administration Building Reconstruction Update: Reconstruction was rescheduled for August 4th, 7th and now the 11th. The latest delay is illness related. Reconstruction is scheduled to last 3 weeks.

State of Florida FY2026 Generator Appropriation: I am in the process of completing initial paperwork for this \$500,000.00 Grant. We are eligible to purchase generators through Florida Sheriff's Purchasing Program and I have met with a representative with Tradewinds Power Corporation to begin this process. I have attached quotes for the mobile generators and the installation of transfer switches at each treatment plant to give you an idea of the costs.

Lift Station Rehabilitation Phases I, II, & III Updates: We are awaiting Final Payment from FDEP in order to close out Phase I. Phases II & III are in the design phase. We expect construction to begin on Phase II later this Fall.

Annual Water Tower Maintenance Update: Our water tower was chemically washed-out August 5th by USG Water Solutions (USG) with great results. Our system held up very well during the period we were without water tank pressure. The NOTAM (Notice Filed with an Aviation Authority) I filed with the FAA to alert all pilots flying in the Cedar Key area has been lifted. After getting a good look of our tower over the past weeks, it is obvious it's time to paint the water tower and I am scheduling this for the Fall. These projects are included in our maintenance contract with USG.

Continuing Engineering Consultant Contracts: I will have contracts representing Short Elliott Hendrickson, Dewberry, Inc., and North Florida Professional Consultants to be approved by the Board and signed by Chairman Borelli.

Surplus Disposal of Utility Trucks: I am requesting we surplus 3 utility trucks currently stationed at our water plant (2003 GMC 2500 and two 2004 GMS Sierras). The motors in these trucks are not in running order and the truck bodies are seriously deteriorated.

CPA/Pre-Audit Consultant Engagement: I have attached an Engagement Letter with Beauchamp and Edwards. As we discussed last meeting, Robert Beauchamp has offered to assist in the pre-audit phase of our annual audit. The contract amount is \$10,750.00 is in line with this year's pre-audit with James Moore and Company and will allow us to have access to a CPA consultant when needed. I am recommending we enter into contract with B&E. I hope to have a contract for the actual 2026 audit with JMC to present in the near future.

Waccasassa Water and Wastewater Cooperative Report: Commissioner Colson will update the Board on the July 23rd W3C Board meeting was held at Otter Creek Town Hall.

Financial Reports: Balance Sheet; Budget Report; Past Due Accounts Report: At this juncture in the Budget Year, our financial numbers for July should be at 83% of budget revenue and expenses. Combined Water and Sewer Revenue for this period is at 77.5% reflecting a continued income drop over the past few months and remains 5% below this period last year. Ad Valorem Tax Collections through July are at 93.8% of Budget and 9.6% above this same period last year. Total income continues to reflect a higher number at 134.5% due to FDEP pass-through funds. Expense-wise, we are at 109% of budget and seeing the same thing. As we jump into Phase II and III of Lift Station Rehab Project in the coming Fiscal Year, these numbers will continue to have an exaggerated effect. I remain confident our normal operating revenues and expenses are within reason.

Bill Adjustment Requests: The Board has one sewer adjustment request to consider. This request meets the guidelines set forth by the Board.



City of Cedar Key, Florida

DRAFT Strategic Development Initiatives for Federal Assistance

Marina Modernization and Town Center Redevelopment

Overview

This memo consolidates the proposed initial strategic direction, priorities, and funding pathways for two key Cedar Key initiatives. These initiatives have been developed in conjunction with and the support of the City of Cedar Key's Washington D.C. consultant (Harry Henderson, Anchor Consulting) and are expected to lay the foundation for strategies for going after Federal Assistance money, as well as other grants.

1. **Marina Revitalization & Modernization** – phased improvements to strengthen the city's maritime infrastructure, support the aquaculture economy, and enhance resilience to storms.
2. **Town Center Development** – creating a multi-use civic and commercial hub incorporating emergency services, workforce housing, community facilities, and retail.

These initiatives are designed to align with Cedar Key's long-term vision, address critical vulnerabilities, and leverage federal and state funding opportunities. These initial concepts are consistent with the Cedar Key Adaptation Plan and the community input provided during the city led community workshops:

- Resilient Cedar Key Project
- Dock Street and Marina Workshops
- 2nd Street Renovation Workshops
- Essential Business Workshops

I. Marina Revitalization & Modernization

A. Strategic Objectives

- *CBRA Waiver*: Secure a Coastal Barrier Resources Act waiver to enable federal investment in outer marina protection (jetty systems, breakwaters).
- *Dredging Improvements*: Transition from periodic dredging (~\$600K every two years) to sustainable structural solutions such as bulkhead canals, sediment management systems, and beneficial use of dredge spoils for land reclamation.

- *Infrastructure Expansion*: Install a Dock Street boardwalk, kayak launches, additional boat slips, public fish cleaning stations, and an automated QR-code-based boat launch pass system.
- *Aquaculture Integration*: Protect working waterfront areas for clam farmers, improve dock access, and develop educational walking paths highlighting Cedar Key's seafood heritage.



Figure 1
Cedar Key Marina Revitalization & Modernization Vision

B. Phasing

- *Phase 1 (1–3 Years)*: QR code launch pass, public fish cleaning station, Dock Street boardwalk, kayak launch, bulkhead installation, and initial dredging.
- *Phase 2 (3–5 Years)*: Additional dock slips, educational and recreational walking trails.
- *Phase 3/4 (5–10 Years)*: Jetty/wave attenuation structures, land reclamation, expanded parking.

C. Funding Pathways

- *USDA*: Aquaculture infrastructure & working waterfront development.
- *DOT*: Waterfront-to-downtown connectivity.
- *Department of Commerce*: Tourism & seafood branding.

- *CDBG-DR (State of Florida)*: Design/planning for inner harbor improvements.
- *Army Corps of Engineers*: Section 205 study/design grants for dredging & storm protection.

II. Town Center Development

A. Strategic Objectives

- *Fire & Emergency Services Hub*: Relocate fire station to higher ground with facilities for full-time staffing; integrate with police training space and living quarters for responders.
- *Grocery Store and Workforce Housing*: Develop a mixed-use structure with a ground-floor grocery (potentially co-op or private partner) and affordable apartments for first responders.
- *Urgent Care Facility*: Expand capacity beyond current nurse-practitioner model to better serve residents and visitors.
- *Community Center & Museum*: Combine historic museum with flexible community event space to preserve heritage while supporting tourism and local engagement.

B. Funding Pathways

- *DOJ*: Public safety infrastructure.
- *HUD*: Low-income housing and Section 8 grants.
- *USDA Community Facilities Program*: Grocery store & housing.
- *FEMA*: Emergency personnel deployment grants.
- *Economic Development Administration*: Community center and town square.
- *Department of Education & Labor*: Workforce training and apprenticeship programs.

III. Immediate Action Items

- Finalize CBRA waiver request and coordinate with congressional delegation for legislative placement.
- Initiate Army Corps engagement for dredging study/design funding.
- Identify commercial partner(s) for grocery store operations.
- Prepare CDBG-DR application for inner harbor planning/design.
- Secure grant funding to renovate “Old City Hall”

- Develop relocation plan for public housing residents affected by town center projects.
- Package emergency services, housing, and infrastructure needs into unified “Emergency Response Resilience” grant proposals.

Conclusion

Cedar Key’s unique economic reliance on aquaculture, combined with its infrastructure vulnerabilities and limited developable land, requires a carefully phased and well-funded approach. The Marina Revitalization & Modernization and Town Center Development initiatives—if executed in coordination—can both protect the city’s working waterfront and provide critical civic amenities for long-term resilience and modernization.

We look forward to working closely with the City Commission to provide guidance, refine priorities, help secure funding, and guide implementation of these proposed strategic initiatives.



Figure 2
Cedar Key Marina Revitalization & Modernization Vision
Phased Approach

U.S. Army Corps of Engineers (Silver Jacket Team) High Water Mark Signs for Cedar Key

Here are the latest versions of the signs marking High Water heights for Cedar Key. These signs mark how high water rose above Mean Sea Level at 3 different locations (Old Tony's Building, G St, and the Marina (Outside Launch Area) during five major storms that have impacted Cedar Key since 1896. All signs are still draft. Will be completed NLT than Sep 30, 2025.

Large Sign below (to be placed on Old Tony's Building)

Cedar Key
STORM HISTORY AND HIGH WATER MARKS

Water is part of life in Cedar Key. It is the foundation of its economy, from fishing to recreation, and provides the backbone of the community's culture. With this natural waterscape, though, comes the potential for damaging storm surge.

Cedar Key has weathered many storms. To minimize impacts and return to normal as fast as possible after storms, the community continually adapts to changing conditions leading to greater resilience over time. From elevated structures to flood damage-resistant building materials, the community is prioritizing strategies to protect against the next flood event.

Flooding is the number one natural disaster in the United States. The City and its partners have installed signage throughout the downtown to help illustrate the risk associated with storms and flooding. High water marks indicate the highest level of rising water from storm surge during a particular storm in a particular location. The water could be higher with future storms.

Scan this QR Code to learn more about Cedar Key flood history and flood hazard awareness.

High Water Mark Locations

- Sunset Row on G Street
- Boat Ramp/Marina
- Cedar Key Downtown

Residents of Cedar Key rowing through residual floodwaters after the 1896 hurricane. (Image courtesy of the Florida Memory Project)

STORM HISTORY 1896 - 2024

Year	Storm
- 1896 -	Great Cedar Key Hurricane
- 1935 -	Labor Day Hurricane
- 1950 -	Hurricane Easy
- 1985 -	Hurricane Elena
- 2016 -	Hurricane Hermine
- 2020 -	Hurricane Eta
- 2023 -	Hurricane Idalia
- 2024 -	Hurricane Helene

Small Sign Below (G St and Marina)

HIGH WATER MARKS

These signs mark how high water rose above Mean Sea Level at this location during five major storms that have impacted Cedar Key since 1896.

Together, we can help reduce risks and protect our communities. Scan this QR Code to learn more about Cedar Key flood history and flood awareness.

Be Aware. Prepare.

Individual Height Markers

HURRICANE HELENE
September 2024: 11.1 Feet

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

Submitted By: Commissioner Webb

Meeting Date: Aug. 19, 2025

Subject: Waiving of Fees for the Art and Seafood Festivals

Discussion: Should the Event fees for festivals continue to be waived for those that benefit the city as a whole.

Fiscal Impact: None - fees are not being charged.

Attachments: Event Applications for reference

Possible Commission Action: Approval to continue waiving fees for the Art and Seafood Festivals.

* Lions Club

COPY

City of Cedar Key

City Park and Cemetery Point Park Use and Event Form

Permit # _____

Event Applicant: (Print Name) _____

The applicant is to be the sole contact person for the City, the person responsible for providing the City with all necessary information regarding the event and for ensuring that all participants comply with City guidelines for the event. If a special event involves more than one applicant (e.g., two or more organizations), the applicants shall agree to designate one individual to act as coordinator for all applicants.

 Event Date(s) 10/18 - 10/19 2025 Event Time: Sat 10-5 Sun 10-4
Address: 910 7th St CK 32625

Telephone(s): _____ Email: _____

Secondary Contacts Involved with the Event:

Name: _____ Contact #: _____ Duty: _____

Name: _____ Contact #: _____ Duty: _____

Event Name: CK Seafood FestivalFacility/Location (s) Requested: ParkType of Event: FestivalEstimated Number of Guests: 20,000 Vehicles: all

Will you be using sound amplifiers or significant noise generators? _____

Event require use of • power or • water? Do you have an inclement weather plan? • yes • no

*If your special event will take place at the park, marina, beach, or any other area that requires reserving a particular space, please remember to make arrangements to mark off the area in advance. The City of Cedar Key is not responsible for reserving any public area for private events. If security, extra restroom facilities (portalets) or clean-up help is necessary, please make those necessary arrangements ahead of time. The Public Works Department may require additional information for some events such as festivals, parades, fishing tournaments, etc. The Public Works Department is not responsible for the set up/ breakdown of the event and is available only for emergencies during the event. Portable bathrooms are required for most street events and organized through the permit holder. Public Works department will determine quantity and locations.

*A Police officer may be required for your event due to its expected crowd size or nature based on adequately handling the normal complement of officers assigned to routine patrol duties. Officers are not assigned to special events in plainclothes or in an "undercover" capacity. The contract amount is \$25 per hour with a four (4) hour minimum per officer. Law enforcement personnel are considered on-duty while working special events and therefore are required to handle any police-related incident which they observe or become aware of whether or not the incident is related to the special event.

*Deposits and event fees must be paid in full at the time of booking. Deposit returns will be issued to the name and address on the check and may take up to 30 days after the event. Credit card payment convenience fees additional if applicable.

*I have read and understood the City of Cedar Key guidelines for this event and I understand that I am responsible for ensuring compliance with those guidelines by the participants at this event. **SALES OF ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.** Liability insurance coverage obtained by the City only provides coverage for the City. It does not provide coverage for the applicant or any participants. The City participates in a special events insurance program known as "TULIP", under which the applicant may obtain direct liability insurance.

Discount for Community-Based Status: ANY event must meet ALL of the following requirements: (i) organizations/ groups qualified as not for profit organizations based in the City of Cedar Key; (ii) the event must be open to the public with no restrictions on attendance. Any groups dealing with political parties or causes, elections or religious activities are not eligible for community-based status. A full deposit will be required for all events.

Signature of Coordinator _____ Date 4/17/2024

Office Use Only

Approved _____ Denied _____ Date _____

PERMIT/RENTAL FEES

City Park

Cemetery Point Park

City of Cedar Key
City Park and Cemetery Point Park Use and Event Form

_____ \$125.00 Deposit
_____ \$133.75 Use Fee
_____ \$50.00 Community-Based Status
(Non-Fundraising Event)

NO CHARGE

Please indicate which area you are requesting: ·Pavilion ·Gazebo

Sub-Total _____ x _____ # of days =Total Due \$ _____

Paid _____ · Cash · Check # _____

Cancellation Policy

Event must be cancelled in writing (US Mail by postmark date to PO Box 339 Cedar Key, FL 32625 or via e-mail to cityhall@cedarkeyfl.us) by the person who originally signed the rental contract. Cancellation of an event due to an officially declared state of emergency will receive a full refund of fees and deposit. (Resolution 383)

More than 3 weeks' notice: All Rental Fees will be returned & 75% of Security Deposit

2-3 Weeks' Notice: All Rental Fees will be returned & 50% of Security Deposit

1-2 Weeks' Notice: All Rental Fees will be returned & 25% of Security Deposit

Less than 1 Weeks' Notice: All Rental Fees will be returned & 0% of Security Deposit

Signature of Renter _____ Date _____

Printed Name _____

Office Use Only

· Return Deposit in Full · Return Partial Deposit: Amount of Refund _____ · NO Refund

Explanation: _____

Staff Inspector: _____ DATE: _____

Park Checklist

- Any decorations & signs must be pre-approved thru the public works department.
- All decorations & signs must be removed after the event.
- The park areas must be left clean and in good condition.
- Coordinator is responsible for any damage to grounds/landscaping by:
Tents, tables, chairs, or anything else brought into park areas.
- Any tent stakes driven in the Park need *Event Coordinator* approval and oversight
Must coordinate with the City Public Works Department.
- No rice or confetti may be thrown. Birdseed is acceptable.
- No alcohol or open containers are allowed in park.

*Tables must be put back in original place.

If any item on the check list are not followed your deposit will not be honored!!

*Lions Club

City of Cedar Key Festival and Right of Way Use Event Form

COPY

Permit # _____

Event Applicant: (Print Name) _____

The applicant is to be the sole contact person for the City, the person responsible for providing the City with all necessary information regarding the event and for ensuring that all participants comply with City guidelines for the event. If a special event involves more than one applicant (e.g., two or more organizations), the applicants shall agree to designate one individual to act as coordinator for all applicants.

Event Date(s) 10/18-10/20 2024 Event Time: Sat 10-5 Sun 10-4

Address: 910 7th St. CK

Telephone(s): _____ Email: _____

Secondary Contacts Involved with the Event:

Name: _____ Contact #: _____ Duty: _____

Name: _____ Contact #: _____ Duty: _____

Event Name: CK Seafood Festival

Facility/Location (s) Requested: 2nd St.

Event Code Recommendation (4 digits): _____

Type of Event: Festival

Estimated Number of Guests: 20,000+ Vehicles: a lot

Will you be using sound amplifiers or significant noise generators? _____

Event require use of power or water? Do you have an inclement weather plan? yes no

*If your special event will take place at the park, marina, beach, or any other area that requires reserving a particular space, please remember to make arrangements to mark off the area in advance. The City of Cedar Key is not responsible for reserving any public area for private events. If security, extra restroom facilities (portalets) or clean-up help is necessary, please make those necessary arrangements ahead of time. The Public Works Department may require additional information for some events such as festivals, parades, fishing tournaments, etc. The Public Works Department is not responsible for the set up/ breakdown of the event and is available only for emergencies during the event. Portable bathrooms are required for most street events and organized through the permit holder. Public Works department will determine quantity and locations. *A Police officer may be required for your event due to its expected crowd size or nature based on adequately handling the normal compliment of officers assigned to routine patrol duties. Officers are not assigned to special events in plainclothes or in an "undercover" capacity. The contract amount is \$25 per hour with a four (4) hour minimum per officer. Law enforcement personnel are considered on-duty while working special events and therefore are required to handle any police-related incident which they observe or become aware of whether or not the incident is related to the special event. *Deposits and event fees must be paid in full at the time of booking. Deposit returns will be issued to the name and address on the check and may take up to 30 days after the event. Credit card payment convenience fees additional if applicable. *I have read and understood the City of Cedar Key guidelines for this event and I understand that I am responsible for ensuring compliance with those guidelines by the participants at this event. SALES OF ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED. Liability insurance coverage obtained by the City only provides coverage for the City. It does not provide coverage for the applicant or any participants. The City participates in a special events insurance program known as "TULIP", under which the applicant may obtain direct liability insurance.

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Signature of Coordinator _____ Date 4/17/2024 12/9/24

Approved _____ Office Use Only _____ Denied _____ Date _____

City of Cedar Key Festival and Right of Way Use Event Form

ALL FEES ARE DUE IN FULL AT THE TIME OF APPLICATION

Park, Marina, or Other (each location will require a fee)

_____ \$125.00 Deposit
_____ \$133.75 Use Fee
_____ \$50 Community-Based Status (Non- Fundraising Event)
_____ \$100 Police Requirement (first 4 hours for one officer. \$25 per additional hour per officer required)
Sub-Total _____ x _____ # of days = Total Due \$ _____
Paid _____ ☐ Cash ☐ Check # _____

Cancellation Policy

Event must be cancelled in writing (US Mail by postmark date to PO Box 339 Cedar Key, FL 32625 or via e-mail to cityhall@cedarkeyfl.us) by the person who originally signed the rental contract. Cancellation of an event due to an officially declared state of emergency will receive a full refund of fees and deposit. (Resolution 383)

More than 3 weeks' notice: All Rental Fees will be returned & 75% of Security Deposit

2-3 Weeks' Notice: All Rental Fees will be returned & 50% of Security Deposit

1-2 Weeks' Notice: All Rental Fees will be returned & 25% of Security Deposit

Less than 1 Weeks' Notice: All Rental Fees will be returned & 0% of Security Deposit

Signature of Renter _____ Date _____

Printed Name _____

Office Use Only		
Return Deposit in Full	Return Partial Deposit: Amount of Refund _____	NO Refund
Explanation: _____		
Staff Inspector: _____	DATE: _____	

Festival Regulations *Please Initial All Applicable*

City Park

- _____ • Map of tent/booth placement and contact persons in charge of space--instruct all vendors on set-up times, operations and removal times.
- _____ • Any tent stakes driven in the Park need *Event Coordinator* approval and oversight in coordination with the City Public Works Department.
- _____ • All decorations must be removed after the event and the park areas must be left clean and in good condition.
- _____ • Coordinator is responsible for damage to grounds/landscaping by tents, tables or chairs brought into park areas.
- _____ • Cooking-fryers are not allowed in park. Use of Cooking-fryers must have approval for location and disposal of oil in coordination with the City Public Works Department.
- _____ • Map of tent/booth placement and contact persons in charge of space--instruct all vendors on set-up times, operations and removal times for any block/street event/ 5k/ or miscellaneous event..
- _____ • Once vendors are set-up and street is closed to traffic, there is **ABSOLUTELY** no driving on those streets.
- _____ • Provide a map of the planned route, staging area, start time, and list of participants (floats) for any Parade. An end of route disbanding procedure is required to prevent street blockage for any parades. Stopping for passengers to disembark outside of planned location will not be tolerated.

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

Submitted By: Commissioner Davis

Meeting Date: Aug. 19, 2026

Subject: Resolution 493, A Resolution of the City of Cedar Key, Florida, providing for the Mayor's Role and Duties

Discussion:

Fiscal Impact:

Attachments: Resolution No. 493

Possible Commission Action: Approval of Resolution as written

RESOLUTION NO. __493__

A Resolution of the City of Cedar Key, Florida, providing for the
Mayor's Role and Duties

Whereas, the City Charter §2.04.00(A)(4) provides as follows: ***“The Mayor shall perform any duties delegated to him by any ordinance, resolution or law”***; and

Whereas, the City Charter, §3.01.00(D) provides as follows: ***“Administration of each respective department may be by the commissioner in charge of that department, the mayor, city administrator, or city manager, as determined by the city commission from time to time”***;

NOW, THEREFORE, be it resolved by the City Commission of the City of Cedar Key, Florida, that the role and duties of the Mayor of the City shall be as follows:

The Mayor of Cedar Key serves as both a Commissioner and the representative leader of the City Commission at their discretion. **Traditionally elected by the Commission during the annual reorganization following the general election**, the Mayor is responsible for executing the Commission's policies, goals, and directives while overseeing the daily operations of the City and its departments in accordance therewith. **At any time, the Commission has the authority to modify a previously approved mayoral or organization structure upon a duly made motion that is seconded and affirmatively approved by a majority of the Commission.** At the Mayor's discretion, or at the direction of the Commission, administrative duties may be assigned to another Commissioner as necessary from time to time.

Key Responsibilities:

Policy Implementation: Act as the primary liaison between the Commission and City Department Heads to ensure effective implementation of policies and directives.

City Administration: Oversee the daily operations of City staff and manage Department Heads to promote efficiency and effectiveness in service delivery in compliance with the goals and directives established by the Commission. Any decision beyond the day-to-day operations remains with the Commission, and it is the duty of the Mayor to ensure that these decisions are brought to the Commission. If there is any doubt as to what is day-to-day, the Mayor shall bring the decision to the Commission. Commissioners are elected officials, and as such, they do not relinquish their rights and duties as City leaders to the Mayor who only serves as their delegated representative. **Therefore, the Mayor shall, to the best of his/her ability, accommodate the reasonable requests of a Commissioner to work on a project with any Department Head or employee.** However, if a Commissioner's involvement is such that it is an impediment to the day-to-day operations of the City or contrary to the established policies, goals, and directives of the Commission, the Mayor may bring the issue to the Commission with a solution/recommendation for their determination. **If a Commissioner believes the Mayor is**

unreasonably failing to accommodate his/her work with City employees, the Commissioner may bring the issue to the Commission for resolution.

Department Head Discipline: The Mayor shall have the power to suspend, but not terminate, the City Clerk, the Chief of Police, the Public Works Director, the Fire Chief or the City Attorney, at any time, by documenting the reasons in writing with the City Clerk's office; following which, the City Commission, at its next regular meeting, or at a special meeting for such purpose called, shall consider said suspension, and if the action of the Mayor is confirmed by a majority of the City Commission, such person may be disciplined as determined by the City Commission, which discipline may include removal from office.

Budget Management: Collaborate with the Commission and City Department Heads to develop and manage the City's budget, ensuring fiscal responsibility and alignment with strategic goals.

Community Representation: Serve as the public face of Cedar Key in local, regional, and State matters, advocating for the community's interests and fostering positive relationships. The entire commission is ultimately responsible for advocating and fostering positive relationships on behalf of Cedar Key, and the Mayor must give them prior notice and the opportunity to participate in these activities.

Public Engagement: Facilitate communication between the City government and residents, encouraging public involvement and addressing citizen concerns. Citizen issues beyond the day-to-day operations of the City shall be fully disclosed to the Commission as soon as possible, and brought to the Commission for their resolution.

Strategic Planning: Work with the Commission and City Department Heads to develop long-term plans for community development and improvement.

Emergency Management: Oversee the City's Emergency Management Department to ensure public safety and effective crisis management. Under law, once an emergency has been declared the Emergency Management Director is delegated authority in accordance with the Commission established Emergency Management Plan (the "Plan"), but the Mayor is specifically charged with ensuring that Commissioners: (a) are given frequent and thorough communication during the storm and recovery, and (b) remain active participants in the decision making process on issues outside of the established Plan or that arise during the recovery whenever possible. The entire Commission is ultimately responsible to our citizens for the successful handling of any emergency and recovery, and the Mayor must give Commission members prior notice and the opportunity to participate in decisions not specifically set forth in the Plan.

Meeting Leadership: Preside over Commission meetings, ensuring productive discussions and decision-making processes. However, the Mayor does not have the authority to prevent any Commission member from adding an item to the agenda. The Mayor may propose the removal of an agenda item during the agenda approval process at the beginning of each meeting when any item may be added or removed from the agenda upon the approval of the Commission.

Intergovernmental Relations: Build and maintain relationships with other governmental entities to promote collaboration and resource sharing.

Legislative Advocacy: Represent Cedar Key in legislative matters and advocate for policies beneficial to the community. The entire Commission is ultimately responsible for advocating on behalf of Cedar Key.

Communication: As the representative of all Commissioners, the Mayor serves at their pleasure and, therefore, is specifically charged with promoting and providing transparency, effective notice, and frequent and complete communication with the Commission to the maximum extent reasonably possible and in compliance with the Sunshine Laws.

Passed and made effective by the Cedar Key City Commission in regular session, this ____ day of _____, 2025.

By: _____
Jeffrey Webb, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

Jennifer Sylvester, City Clerk

Norm D. Fugate, City Attorney

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

Submitted By: Commissioner Davis

Meeting Date: Aug. 19, 2025

Subject: CK Department of Emergency Management Procedures – Post Storm Recovery and Re-Entry

Discussion:

Fiscal Impact:

Attachments: CK Dept of Emerg. Management Duties and Responsibilities

Possible Commission Action: Approval of procedures as written

**Cedar Key Emergency Management
809 6th Street / P.O. Box 339
Cedar Key, FL. 32625
(Office) 352-543-5180**

Cedar Key Department of Emergency Management

**Evacuation, Bridge Closures, Re-Entry Procedures, Safety
Personnel, and Re-Entry Team Responsibilities and Duties
(The “Duties and Responsibilities”)**

I. PRE-STORM:

1. Bridge Closure: In an evacuation situation, the Number Four Bridge may be closed to re-entry during and/or after the storm, and only those who choose not to evacuate will remain on the island.
2. Evacuation: When an evacuation is called, Public Safety personnel (Police, Fire, EMS, and CERT) (the “**Public Safety Personnel**”) will make every effort to encourage citizens to heed the directions of the County EOC and leave the island in a timely manner. Public Safety personnel will go to every residence within the city limits of Cedar Key to inform them of the Evacuation order, and record the name, phone number and next of kin of all occupants choosing to remain. The Cedar Key Chief of Police will coordinate this effort as directed by the Emergency Management Director (the “**EMD**”).
3. When Emergency Support Ends Before/During Storm: During an Evacuation or other storm event at the discretion of the EMD, Public Safety and local government personnel maybe ordered to move to a place of safety off the island and the Number Four Bridge will be closed. This decision is usually made when approaches to the bridges become unsafe for passage. The final determination for them to leave will be made by the Emergency Management Director in consultation with the Police Chief and the Mayor.

WARNING: ONCE PUBLIC SAFETY AND CITY PERSONNEL ARE ORDERED TO A PLACE OF SAFETY BEFORE A STORM EVENT, EMERGENCY HELP WILL NOT BE AVAILABLE TO ASSIST CITIZENS WHO STAY ON ISLAND UNTIL AFTER THE STORM EVENT.

II. POST STORM - BRIDGES PASSABLE:

1. When Re-Entry Efforts Begin: Once the winds have dropped below approximately 40 mph and any flood waters have sufficiently receded, the re-entry and relief protocols will commence.
2. Priorities: The local EOC command, or their designees, will use their best efforts to ensure that the below priorities are followed. The priorities of any post-storm and recovery effort are:
 - A. Establishing a local Emergency Operations Command (the “EOC”) post and the chain of command as set forth in the Cedar Key Emergency Management Plan to direct recovery efforts.
 - B. Ensuring that the City is secure from fire, electrical, and other threats.
 - C. Making sure that the roads and bridges are passable to emergency vehicles. If not, safely securing them.
 - D. Ensuring that those persons who have chosen to remain behind are safe and well.
 - E. Securing an adequate supply of food, water, ice, and other relief supplies as soon as possible.
 - F. Establishing communications both intra-island and with the County EOC.
 - G. Establishing security for the protection and safety of people and property.
 - H. Opening the island to residents, property owners, and business owners once the island is deemed safe by the EMD.
 - I. Facilitating clean-up and restoration as soon as possible.
3. Initial Command Post: The initial command post will be located, if usable, at the water compound parking lot at State Road 24 and C.R. 347. If it is unusable, the alternate will be the intersection of Old S.R. 24 and S.R. 24 just to the North of the approach of Number Four Bridge. The second alternative command post will be at the Marathon Station in Sumner.
4. Initial Command Personnel: The first to arrive after the storm of the Fire Chief or the Police Chief shall assume command until the full command team is in place. Then, the EMD will assume command in accordance with the Cedar Key Emergency Management Plan. If any of these are unavailable, then the Mayor (or in the absence of the Mayor, the Vice Mayor) will designate who shall take their place. Re-entry efforts shall be directed from the initial command post area until a command post is established in town.
5. Traffic Control Points: Until the decision to re-enter Cedar Key is made by the EMD and traffic is cleared to proceed to the command post, all traffic is to be held at either of two traffic control points manned by either the Sheriff’s Deputies or volunteers (designated by the Chief of Police):
 - A. The first and farthest North will be at the junction of C.R. 345 and S.R. 24 in Rosewood.
 - B. The second and major control point will be at the CR 347 and SR 24 junction.
 - C. The Number Four Bridge re-entry control shall be set up prior to traffic control points being lifted. If no traffic control points are established, the

bridge re-entry control must be set up immediately upon the arrival of the Emergency Manager or temporary Emergency Manager first on scene after the storm event.

6. Communication: If power is out, it is a reasonable assumption that both telephone and cell phone service will be interrupted. Communication between working groups, and communication with Levy County EOC, will be by either radio or satellite phone. The County EOC will provide a satellite phone to the City in the event of an impending disaster. Each Volunteer Firefighter and Police Officer shall carry a portable VHF radio. These radios work on frequencies not available to the ordinary resident.
7. Initial Re-Entry Team (Before Resident/Property and Business Owner Entry):
 - A. Policy. Before residents, property and business owners (the “**Resident/Property and Business Owners**”) are allowed to re-enter the island, it must be determined that it is safe and secure or that it has been made safe and secure by the Initial Re-Entry Team.
 - B. Re-Entry Team Personnel. The Initial Re-Entry Teams will be composed of members of the Cedar Key Volunteer Fire Department designated by the Fire Chief’s designee who will serve in his place while he is acting as the EMD, members of the Cedar Key Police Department designated by the Police Chief, members of the Cedar Key Public Works Department designated by the Public Works Department Head, members of the Cedar Key Water and Sewer District employees designated by the CKWS Manager, members of Levy County Department of Public Safety (if available), and members of CFEC (if available) (collectively the “**Initial Re-Entry Team**”).
 - C. Cedar Key City Staff and Commissioners. Once the location of the on-island Emergency Operations Center (EOC) has been identified as ready for operations, essential City Hall administrative staff, as designated by the Mayor and City Commissioners, will be allowed re-entry.
 - D. Bridge Safety Check. The Initial Re-Entry Team shall:
 - a. Determine whether the Number Four Bridge is safe and usable to heavy traffic (decision made by local EOC with input from Initial Re-Entry Team and FDOT [if available]). If it is not, then Teams will have to be prepared to walk into town unless some form of transportation is available on the city side of the bridge. There may be some airboats and skiffs available to transport work Teams across the channel and to other points on the island.
 - b. Determine the usability of all other bridges on Highway 24 leading into town.
 - c. Bridges not deemed safe. If the Number Four Bridge and/or other bridges along 24 are NOT deemed safe and usable to heavy traffic, they shall be

secured for safety immediately. At this point Section II. Post Storm - Bridge Not Passable shall be followed.

- E. Highway 24 - If bridges on Highway 24 are safe and usable to heavy traffic, the Initial Re-Entry Team shall:
- a. Clear and fix Highway 24. Departmental vehicles may be used to enter the town and perform duties. If needed, the front-end loader and/or bulldozer may be used to clear away major debris, if any. When possible, departmental equipment may be positioned in a safe location off-island, and other equipment positioned at the City Hall for immediate on island use.
 - b. Ensure that the fuel tanks at the Island Jiffy/Marathon are safe and there is no danger of fire.
 - c. Determine the usability of the City Hall/Police Department and the Cedar Key School and assess any damages along the route. If safe, the local EOC command post will be set up at City Hall. If not, the Initial Re-Entry Team will report to the EMD their recommendation as to where to establish the command post in town. Other options include setting up a post at the old freezer building across from the Island Jiffy/Marathon on SR 24 or the Island Jiffy/Marathon parking lot.
 - d. Assess the two bridges leading to the airport from the intersection of Whiddon and Gulf Avenues for safety and usability. If not safe, those areas will be blocked off until they are made safely traversable.
 - e. Work way through the island to assess damage, determine the type of equipment needed for debris clearing and establishing safety throughout the island, and communicate needs to the EOC command. If time is available, they shall also make note of property damage as they progress through the island.
 - f. As the necessary equipment becomes available on island debris shall be removed out of right of ways throughout the island.
 - g. Once the roads have been cleared, threats to traffic patterns removed, and on island bridges determined safe, Re-Entry Teams and repair crews shall assess and mitigate hazards such as electricity, gas leaks, water lines, and unstable structures threatening public right of ways throughout the entire island.
 - h. The Initial Re-Entry Team is not charged with search and rescue, but with performing the Initial Re-Entry Team duties set forth herein.
- F. Search and Rescue: Once a search and rescue zone is declared safe by the Initial Re-Entry Team, search and rescue efforts will commence in that area. Each SAR Team, along with volunteers, will search for residents who have chosen to remain on island during the storm event.
- a. SAR Teams must be formed and sent out as soon as practicable (safe).
 - b. The SAR Teams will be assigned to a specific zone as shown on Exhibit "1".

- c. Each SAR Team must have or be provided with the communications equipment necessary to communicate with any of the EOCs and other SAR Teams. Communication with the EOC and other SAR Teams is vital.
 - d. All structures searched by SAR Teams will be appropriately marked as searched. As each zone is cleared, each SAR Team may collaborate with the remaining SAR Teams to survey damage and locate those who remained behind. Zones are for search purposes only.
- 8. Opening the Bridge: Once the Initial Re-Entry Teams have completed their duties and the SAR Teams have cleared their respective zones, the EMD, with the Police Chief and the Mayor, will make the decision to re-open all or part (in phases) of the island to residents, property owners, and business owners in the order and timing set forth in the Emergency Management Plan or as otherwise deemed appropriate under the circumstances.
- 9. Re-Entry Onto the Island and Re-Entry Passes:
 - A. Overview: Re-entry passes enhance public safety, efficiency, and speed up the recovery process allowing passholders to be quickly identified and affording them the right to use the “Pass Lane” when entering the island to avoid long lines and delays.
 - A. Policies and Guidelines: **PLEASE SEE THE CEDAR KEY POLICE DEPARTMENT PRE AND POST STORM DUTIES, SECTION III, FOR THE RE-ENTRY PASS PROGRAM GUIDELINES.**

III. POST STORM – BRIDGES NOT USABLE

- 1. Description of Situation: This part of the plan assumes that one or more of our six (6) bridges in Cedar Key are unusable for any reason. If bridges Four through Two are unusable, that will make recovery efforts more difficult for an undetermined length of time. Access to the town (or parts of the town) will have to be by airboat or other shallow draft boat. Getting relief supplies to town will be a challenge until all bridges are repaired or temporary spans are in place.
- 2. Adoption of Section II. Paragraphs: See Sections II, 1-7(c) as they also apply to Post Storm procedures when the bridges are not usable.
- 3. Priorities: The local EOC command, or their designees, will use their best efforts to ensure that the below priorities are followed unless overtaken by other events. The priorities of any post-storm and recovery effort are:
 - A. Establishing a local EOC post and the chain of command as set forth in the Cedar Key Emergency Management Plan to direct recovery efforts.
 - B. Establish Safe Landing Zones (the “LZ”) at either the marina, for helicopters, and/or the airport if it is accessible by the two bridges connecting it to the main

island, so supplies can be brought directly onto the island and medivacs or extractions can be carried outbound.

- C. Safely securing all bridges that are unpassable on island and initiate bridge repairs.
 - D. Recruitment of boats of all kinds for transportation to the island.
 - E. Ensuring that the City is secure from fire, electrical, and other threats.
 - F. Making sure that the roads and bridges are passable to emergency vehicles.
 - G. Ensuring that those persons who have chosen to remain behind are safe and well.
 - H. Securing an adequate supply of food, water, ice, and other relief supplies as soon as possible.
 - I. Establishing communications both intra-island and with the County EOC.
 - J. Establishing security for the protection and safety of people and property.
 - K. Opening the island to residents, property owners, and business owners once the island is deemed safe by the EMD, in coordination with the Police Chief and Mayor.
 - L. Facilitating clean-up and restoration as soon as possible.
4. Bridge Repair: An immediate need for bridging or bridge repair equipment, companies, and military personnel skilled in this area must be communicated through the appropriate channels on the County, State, and National levels.
5. Re-Entry Methods for Initial Re-Entry Teams: Entry to Cedar Key will be by boat or helicopter or both. There will be an immediate need for airboats and shallow draft vessels such as flats boats, Bird Dogs, or clam boats to ferry emergency personnel and supplies to town. This assumes that those types of boats have survived the event and are reachable and usable.
6. Initial Re-Entry Team Duties Once on Island:
- A. Establish a landing area for boats to get personnel and equipment to the island command post. Once sufficient personnel are in place, the Initial Re-Entry Teams will form up and move out using what transportation is available.
 - B. Ensure that the fuel tanks at the Island Jiffy/Marathon are safe and there is no danger of fire.
 - C. Determine the usability of the City Hall/Police Department and the Cedar Key School and assess any damages along the route. If safe, the local EOC command post will be set up at City Hall. If not, the Initial Re-Entry Team will report to the Emergency Management Director their recommendation as to where to establish the command post in town. Other options include setting up a post at the old freezer building across from the Island Jiffy/Marathon on SR 24 or the Island Jiffy/Marathon parking lot.
 - D. Assess the two bridges leading to the airport from the intersection of Whiddon and Gulf Avenues for safety and usability.
 - E. Move throughout the island to assess damage, determine the type of equipment needed for debris clearing and establishing safety throughout the island, locate and help survivors and communicate needs to the EOC command.

- F. As the necessary equipment becomes available, remove debris and threats to traffic patterns along the roadways throughout the island.
 - G. Search and Rescue Efforts: **See the Section III, 8 below for Search and Rescue Efforts Guidelines when bridges are not passable.**
7. Bridges Open: Once the Initial Re-Entry Teams have completed their duties, the SAR Teams have cleared their zones, and the bridges are certified safe to be traversed with cars and trucks, the Emergency Management Director, with the Police Chief and the Mayor, will make the decision to re-open all or part (in phases) of the island to residents, property owners, and business owners in the order and timing set forth in the Emergency Management Plan or as otherwise deemed appropriate under the circumstances. **Note, under the bridges un-passable scenario, it could be a substantial amount of time before the bridges are repaired and deemed safe for vehicle traffic.**
8. Search and Rescue When Bridges are Unpassable:
- A. Time of Search and Rescue: SAR Teams must be formed and sent out as soon as practicable. The SAR Teams will be assigned to a specific zone. Each SAR Team must have or be provided the equipment necessary to facilitate communicate with the EOC and other SAR teams. Such communication is deemed essential.
 - B. Landing Zone: A LZ will need to be designated for the airlifting of supplies and personnel. This should either be near the City Hall (if used for the EOC) or at the ball field at Cedar Key School. Alternate LZ's may be established as the need arises.
 - C. Emergency Medical Station: If people ignored the evacuation order and remained behind, an emergency medical station must be established close to the LZ for triage, treatment and evacuation purposes.
 - D. The SAR Teams: Emergency Services personnel and people with first responder training will need to be included in the SAR Teams.
 - E. Transportation of Injured: Transportation of the sick and injured may present problems if there is no local operating transportation after a major event. It may be necessary to "borrow" any working means of transportation to take people to places of treatment and shelter, and then to move them to a place of safety.
 - F. Damage Assessment: When reasonable and safe each SAR Team shall assess the damage to infrastructure in their zones. It may take County, State, and Federal personnel a long time to reach Cedar Key, and the earlier we have information on damage and equipment needs the sooner requests can be put into the EM portal.
 - G. Small SAR Teams: Depending on available manpower SAR Teams may be few in number requiring them to sweep more than one zone initially. It may be necessary to have authorized volunteers with each team under the supervision of the SAR Team leader.
 - H. SAR Teams and Debris Removal: SAR Teams should only deal with debris removal when necessary to make a road passable. Major debris removal will have to wait until the area is declared safe and survivors are located and treated.

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- I. Team Collaboration: As each zone is cleared, the SAR Team may collaborate with the remaining SAR Teams to survey damage and locate those who remained behind. Zones are for search purposes only.
- J. Marking Structures as Searched: Each structure searched will be appropriately marked as searched.



Cedar Key Police Department
809 6th Street / P.O. Box 339
Cedar Key, FL. 32625
(Office) 352-543-5180

Cedar Key Police Department Pre-Storm & Post-Storm Responsibilities and Duties

I. Pre-Storm:

The Cedar Key Police Department is expected to participate pre-storm as set forth in the Cedar Key Department of Emergency Management Section entitled "Evacuation, Bridge Closures, Re-Entry Procedures, Safety Personnel, and Re-Entry Team Responsibilities and Duties" (herein referred to as the "**Duties and Responsibilities**") which is controlled by the Emergency Management Director (the "**EMD**"). Specifically:

1. The Police Department will be part of the "**Public Safety Personnel**" (Police, Fire, EMS, and CERT) when an evacuation is called and, at the direction of the EMD, the Police Chief will coordinate the door-to-door efforts set forth in Section I, Pre-Storm, of the Duties and Responsibilities to encourage citizens to heed the directions of the County EOC and leave the island in a timely manner. Public Safety Personnel will go to every residence within the Number Four Bridge to inform them of the evacuation order, and record the name, phone number and next of kin of all occupants choosing to remain.
 2. All Cedar Key Police Department vehicles and equipment shall be secured at a safe location out of danger from any storm surge.
 3. All equipment and supplies needed to facilitate the Re-Entry Pass Program as set forth in Section III below shall be located, checked, and stored in a safe, accessible place for use immediately after the storm. For example, sufficient barricades, signage, "Pass Lane" and No-Pass Lane" signs, up-to-date alphabetical list of residents, copies of the Re-Entry Pass Program, etc.
 4. The Chief of Police shall make sure that all his officers are thoroughly trained and completely understand the Re-Entry Pass Program (Section III below) with the ability to train outside law enforcement officers who come to assist post storm.
 5. Cedar Key Police Department Officers will be placed on standby as needed for duties post-storm (See Sections II and III below).
-

II. Post-Storm:

The Cedar Key Police Department is expected to participate post-storm as set forth in the Duties and Responsibilities which are controlled by the EMD.

Specifically:

1. The Chief of Police, if first on the scene post-storm, temporarily assumes the role of EMD until the official EMD arrives.
2. The Cedar Key police officers are part of the Initial Re-Entry Team personnel as defined in Section I (2) of the Duties and Responsibilities and as such they shall participate in all the Re-Entry Team jobs as set forth in said Duties and Responsibilities.
3. The Cedar Key Police shall establish the traffic control points and secure the Number Four Bridge as directed by the EMD and Section II (5) of the Duties and Responsibilities. Re-entry pass checkpoints may also be established by the Police at key intersections throughout Cedar Key as needed to enforce the Re-Entry Pass Program as set forth below in Section III.
4. Once the EMD, in consultation with the Mayor and Police Chief, has made the decision to re-open the Number Four Bridge to Residents/Property and Business Owners as set forth in the Duties and Responsibilities, the Cedar Key Police Department is responsible for implementing and managing the Cedar Key Re-Entry Pass Program.
 - A. The City of Cedar Key Police Department will station officers at the Number Four Bridge checkpoint 24 hours a day, 7 days a week until the island is declared opened to the public.
 - B. The City of Cedar Key Police Department along with assisting agencies will patrol the Island 24 hours a day, 7 days a week.
 - C. When a City-Wide Curfew is in effect, ANYONE coming onto the Island during curfew hours will be escorted to his/her residence or business by an officer to remain there until the curfew is lifted the next morning.
5. The Cedar Key Police shall also continue to perform their regular law enforcement duties as needed to maintain order and to protect and secure the Residents/Property and Businesses Owners and their property.

III. The Cedar Key Re-Entry Pass Program (“Program”):

1. Re-Entry Pass Program Overview:

- A. This Re-Entry Program is triggered only upon the official declaration of the EMD, in consultation with the Mayor and Police Chief, that the island is safe for re-entry after the Initial Re-Entry Team has completed its work.
- B. Re-entry passes enhance public safety, efficiency, and speed up the recovery process allowing passholders to be quickly identified and affording them the right to use the “Pass Lane” when entering the island to avoid long lines and delays.

2. Order of Re-Entry:

- A. Initial Re-Entry Team. The Initial Re-Entry Team will be composed of members of the Cedar Key Volunteer Fire Department designated by the Fire Chief’s designee who will serve in his place while he is acting as the EMD, members of the Cedar Key Police Department designated by the Police Chief, members of the Cedar Key Public Works Department designated by the Public Works Department Head, members of the Cedar Key Water and Sewer District employees designated by the CKWS Manager, members of Levy County Department of Public Safety (if available), and members of CFEC (if available) (collectively the “**Initial Re-Entry Team**”).
- B. Cedar Key City Staff and Commissioners. Once the location of the on-island Emergency Operations Center (EOC) has been identified as ready for operations, essential City Hall administrative staff, as designated by the Mayor and City Commissioners, will be allowed re-entry at this time.
- C. Residents, and Property and Business Owners. Unless otherwise determined by the EMD, once the island has been declared safe for re-entry, the island will be open first to Residents, and Property and Business Owners (the “**Residents/Property and Business Owners**”) so they can assess and secure their homes, businesses, and property, and begin the recovery process. Business Owners shall be the owners of businesses physically located on owned or leased property on the island (“**Business Owner**”), and for purposes of this Re-Entry Pass Program, Business Owner does not include owners of mobile businesses which should be moved off island for a storm event, inner marina mobile kiosk renters, or Aquaculture Business Owners.
- D. Aquaculture Business Owners. Unless otherwise determined by the EMD, once the island has been opened to Residents/Property and Business Owners, and the EMD has declared that at least one on-island boat ramp is functional for boat launching, the island will be open to non-resident aquaculture business owners towing an aquaculture work boat and entering the island to launch their boats for work purposes only (the “**Aquaculture Business Owners**”). Aquaculture Business Owners will be granted Daily Passes to gain entrance to the island using the process set forth in Section III (10) below.
- E. Contractors/Helpers. Contractors and Helpers will be able to enter the island by obtaining daily passes once the EMD, Police Chief, and Mayor make the decision to do so. This decision will be based on whether residents/property owners and business owners have had ample time and opportunity to assess and secure their property. For purposes of this Program, Helpers are those

volunteers who are coming onto the island at the request of a Resident/Property and Business Owner, to secure and/or mitigate damage to their property before the island is open to general public volunteers, etc. (the “Helpers”)

- F. Non-Governmental Disaster Relief Agencies / Press. Non-Governmental Disaster Relief Organizations and the Press will be allowed on the island with Daily Passes after coordinating with City Hall personnel for entry, subject to the discretion and approval of the Mayor.
3. **Re-Entry Pass Eligibility:**
 - A. Residents and Property Owners. Every Cedar Key resident or property owner is eligible to receive one Re-Entry Pass each year for free. If more than one person lives at an on-island residence, additional passes may be obtained without charge provided the requirements set forth in Section III (7) are met.
 - B. On-Island Business Owners - Business Owners may receive up to two Re-Entry Passes without charge. However, if a Business Owner is also a resident, the Business Owner may only obtain one additional Re-Entry Pass.
 - C. Aquaculture Business Owners Aquaculture Business Owners are not eligible for Re-Entry Passes but may be granted a Daily Pass to enter the island. See Section III(2)(D) for who qualifies as an Aquaculture Business Owner and Section III(10)(H) for the process.
 4. **When To Obtain your Re-Entry Pass And Pass Characteristics:**

Eligible parties must obtain a new Re-Entry Pass sticker every year. The new yearly sticker shall be placed over the previous year’s sticker on the existing Re-Entry Pass. The color of the Re-Entry Pass sticker will change yearly. Re-Entry Passes will be issued with an alpha-numeric code that includes the first 3 letters of the last name of the person who will be using the pass (as given in the passholder’s driver’s license) and then an identifying number, e.g. SMI147.
 5. **Where To Obtain Your Yearly Re-Entry Pass:**
 - A. In Person - Passes may be obtained at City Hall at any time throughout the year, up to the closing of City Hall for a storm event. City Hall is located at 809 6th Street, Cedar Key, FL 32625.
 - B. By Mail - Residents may request to receive passes via mail for an additional fee by calling (352-543-5132) or emailing City Hall, and providing the necessary verification documents to cityhall@cedarkeyfl.us.
 6. **Documentation Needed To Obtain A Re-Entry Pass:**
 - A. Definition of Current Documents. All documents required below must be “current” which means: (a) for a government issued identification, the document must be valid and unexpired, (b) for documents from a utility, the bill presented must not be older than three (3) months from the date re-entry is sought, (c) for a tax record, the document must be for the most recent tax year, and (d) for a rental agreement, the leased location

(address) must be within the Number Four Bridge and the leased term must include the date re-entry is sought.

B. Property Owners:

- a. A government issued picture ID with an address within the Number Four Bridge, and his/her license plate number; OR
- b. A government issued picture ID *and* a utility bill, deed, mortgage statement, or tax records for a home or business with an address inside the Number Four Bridge; his/her license plate number.

C. Residents or business owners who rent a property inside the Number Four Bridge:

- a. A government issued picture ID with an address located within the Number Four Bridge; his/her license plate number; OR
- b. A government issued picture ID *and* a utility bill and/or rental agreement for address located within the Number Four Bridge; his/her license plate number.

D. Businesses owners who rent may also use:

- a. A government issued picture ID *and* their company's Sunbiz.org registration that lists a location within the Number Four Bridge, and the name of the listed Business Owner/director/president matches the name on the person's government issued ID; his/her license plate number.

7. Residents/Property and Business Owners wanting a second pass:

- A. Must provide a copy of the government issued picture ID of the employee or resident family member who will be using the Re-Entry Pass after a storm event (the first three letters of the last name of the designated pass user will be used on their pass and is only intended for his/her use); his/her license plate number.
- B. Additional Passholders must also provide a current vehicle registration (a) with a matching registered address within the Number Four Bridge; and (b) with a license plate number that is different from those of all other Re-Entry Passholders living at the same address.
- C. Business Owners may only obtain one additional pass.
- D. Business Owners must apply for the Re-Entry Pass on behalf of their employee being issued the second pass.

8. Enforcement of Re-Entry Passes:

- A. Checkpoints will be setup at the Number Four bridge and if needed at key intersections throughout Cedar Key. The Number Four Bridge checkpoint will have two lanes to enter the island – a “Pass Lane” and a “No Pass Lane”.
- B. Anyone without a valid pass or those picking up a Daily Pass at the Number Four Bridge must use the “No Pass” lane.
- C. Entry in the Pass Lane, and clearance at all on-island checkpoints (or anytime Re-Entry Pass verification is requested by law enforcement), require the presentation of a valid Re-Entry Pass and a current government issued state ID of a person in the vehicle whose last name matches the three letters on the Re-Entry Pass.

- D. Confiscation of Passes: If a Re-Entry Pass does not match the first three letters on the current government issued state ID of someone in the vehicle, then the Re-Entry Pass will be confiscated by law enforcement and the vehicle will be re-directed to the “No Pass” line or escorted off the island, as applicable.

9. Entry Without a Valid Pass (“No Pass Line”):

- A. Residents/Property and Business owners seeking entry to the island without a valid Re-Entry Pass must use the “No Pass” line at the re-entry point on the Number Four Bridge.
- B. Entry WITHOUT Pass but WITH Proof of Residency/Property or Business Ownership:
- i. Provide the same document(s) and ID as required to obtain a Re-Entry Pass (see Section III (6) above). These documents may be hard copies or shown to the officer via phone or computer screen; and
 - ii. Personnel manning the “No Pass” line must verify that the address is an address within the Number Four Bridge.
 - iii. Residents/Property and Business Owners who enter via these documents will be given a Daily Pass and instructed to go to City Hall to obtain a valid Re-Entry Pass.
- C. Entry WITHOUT Pass and WITHOUT Proof of Residency/Property or Business ownership:
- i. Vehicles without a Re-Entry Pass and without the required proof of residency or property/business ownership will be denied entry except as set forth in Section III (10) below.
 - ii. Any exception to entry without a pass and without proof of residency/property or business ownership that is not otherwise expressly set forth in this Re-Entry Pass Program must be approved by a City Commissioner in his/her discretion.
 - iii. If approval is granted by a Commissioner, a Daily Pass will be provided to the Resident/Property and Business Owner as set forth in Section III (10) below.

10. Entry Using a Daily Pass:

- A. A “Daily Pass” may be requested from City Hall by Residents/ Property and Business Owners for Contractors and/or Helpers he/she hires or otherwise engages to help secure property or otherwise mitigate damage and loss to property/business.
- B. Information needed to obtain Daily Pass from City Hall:
- i. The name on the third-party *driver’s* government issued photo ID;
 - ii. The date for which entry with a Daily Pass is being requested;
 - iii. The address where the Contractor or Helper will be working that day (verified as an on-island address); and
 - iv. The license plate number of the vehicle gaining entry.
- C. The required Daily Pass information shall be written on the Daily Pass by the granting officer at the Number Four Bridge.

- D. Daily Pass holders shall keep their Daily Pass on the upper left of their vehicle's dashboard, information facing upward, while on island.
- E. City Staff will maintain the list of authorized Daily Pass holders and will make the list available to checkpoint personnel via electronic means whenever possible, and/or hardcopy. City Staff shall update the list with new Daily Pass requests throughout the day as possible. Law enforcement personnel shall pick up the updated Daily Pass list each morning, and as necessary when electronic update not possible, and shall distribute it to all checkpoints.
- F. A Daily Pass may also be provided by personnel manning the "No Pass" lane at the Number Four Bridge based on approval from City Commissioners or when otherwise explicitly provided for in this Re-Entry Pass Program.
- G. Personnel working the "No Pass" lane must check with City Staff prior to refusing to issue a Daily Pass to a name listed on the updated Daily Pass list.
- H. Daily Pass for Aquaculture Business Owners: Drivers requesting entry at the Number Four Bridge who produce a valid state issued Aquaculture AQ Card (see attached photo) AND who are towing a work boat to be launched at an on-island boat ramp for daily aquaculture work, will be issued a Daily Pass by bridge personnel. Daily Passes may not be issued under this Paragraph H to Aquaculture Business Owners or others for recreational purposes or purposes other than aquaculture work.
- I. Daily Passes may be checked randomly by law enforcement and/or at established checkpoints on the islands to ensure proper use of the passes.
- J. Residents/Property and Business Owners who enter via a Daily Pass as set forth herein shall be instructed by the issuing officer to go directly to City Hall to obtain a valid Re-Entry Pass.

11. Lost or Stolen Passes:

- A. Re-Entry Passes must be reported lost or stolen to City Hall immediately upon discovery.
- B. A duplicate Re-Entry pass may be issued with a new alpha-numeric code for a fee of \$30.00.
- C. If a Re-Entry Pass is confiscated at the Number Four Bridge because it was used by an ineligible person, and if the pass alpha-numeric code had not previously been reported to the City as lost or stolen, the passholder will have to pay a \$50.00 fine before the pass will be returned to him/her or before a new pass will be issued to him/her the next year. Said fine shall be in addition to the replacement pass fee when a replacement pass is necessary.
- D. Fines may be waived by a City Commissioner in their discretion for extenuating circumstance.

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

Submitted By: Commissioner Beckham

Meeting Date: August 19, 2025

Subject: Economic Development Plan Outline

Discussion: Present ideas collected for EDP

Fiscal Impact: Zero

Attachments: Handouts forthcoming

Possible Commission Action: Workgroup is requesting initial feedback and ideas as well as seeking support for continued development or a change of direction.

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

Submitted By: Norm Fugate, City Attorney

Meeting Date: Aug. 19, 2025

Subject: Second Reading – Ordinance 559, Voluntary Annexation

Discussion:

Fiscal Impact:

Attachments: Ordinance 559

Possible Commission Action: Approval and Acceptance of Ordinance 559 as written.

ORDINANCE NO. 559

AN ORDINANCE OF THE CITY OF CEDAR KEY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-02, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN LEVY COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, empowers the City Commission of the City of Cedar Key, Florida, hereinafter referred to as the City Commission, to annex real property into the corporate boundaries of the City of Cedar Key, Florida, hereinafter referred to as the City;

WHEREAS, Sections 171.011 through 171.094, Florida Statutes, empowers the City Commission to annex real property into the corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain real property; and

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to a petition, ANX 25-02, by Eden M. Sykes and Scott J. Sykes, the owners of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City, to wit:

A parcel of land lying in Section 31, Township 15 South, Range 13 East, Levy County, Florida. Being more particularly described, as follows: Lot 1 of the Windward Subdivision, as recorded in the Public Records of Levy County, Florida.

Section 2. The City Commission finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Commission finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

Section 4. The real property, described in Section 1 above, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

Section 5. The boundaries of the City are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows: RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) under the land use classifications as designated on the Future Land Use Plan Map of the Levy County Comprehensive Plan and classified as SINGLE FAMILY RESIDENTIAL, URBAN (R-1) under the zoning districts as designated on the Official Zoning Map of the Levy County Land Development Code until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2026, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and effective October 1, 2025, shall be subject to all general and special assessments.

Section 8. All persons who have been lawfully engaged in any occupation, business, trade or profession, within the area, described in Section 1 above, upon the effective date of this ordinance under a valid license or permit issued by the County and all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City, as herein defined, upon securing all required permits and approvals, and upon payment of all required taxes.

Section 9. The City Clerk is hereby directed to file, within seven (7) days of the effective date of this ordinance, a certified copy of this ordinance with the following:

- a) Florida Department of State, Tallahassee, Florida;
- b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- c) Clerk of the Circuit Court of the County;
- d) Chief Administrative Officer of the County;
- e) Property Appraiser of the County;
- f) Tax Collector of the County; and
- g) All public utilities authorized to conduct business within the City.

Section 10. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This ordinance shall become effective upon adoption.

PASSED UPON FIRST READING on the 15th day of July 2025.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Commission this 19th day of August 2025.

Attest:

CITY COMMISSION OF THE
CITY OF CEDAR KEY, FLORIDA

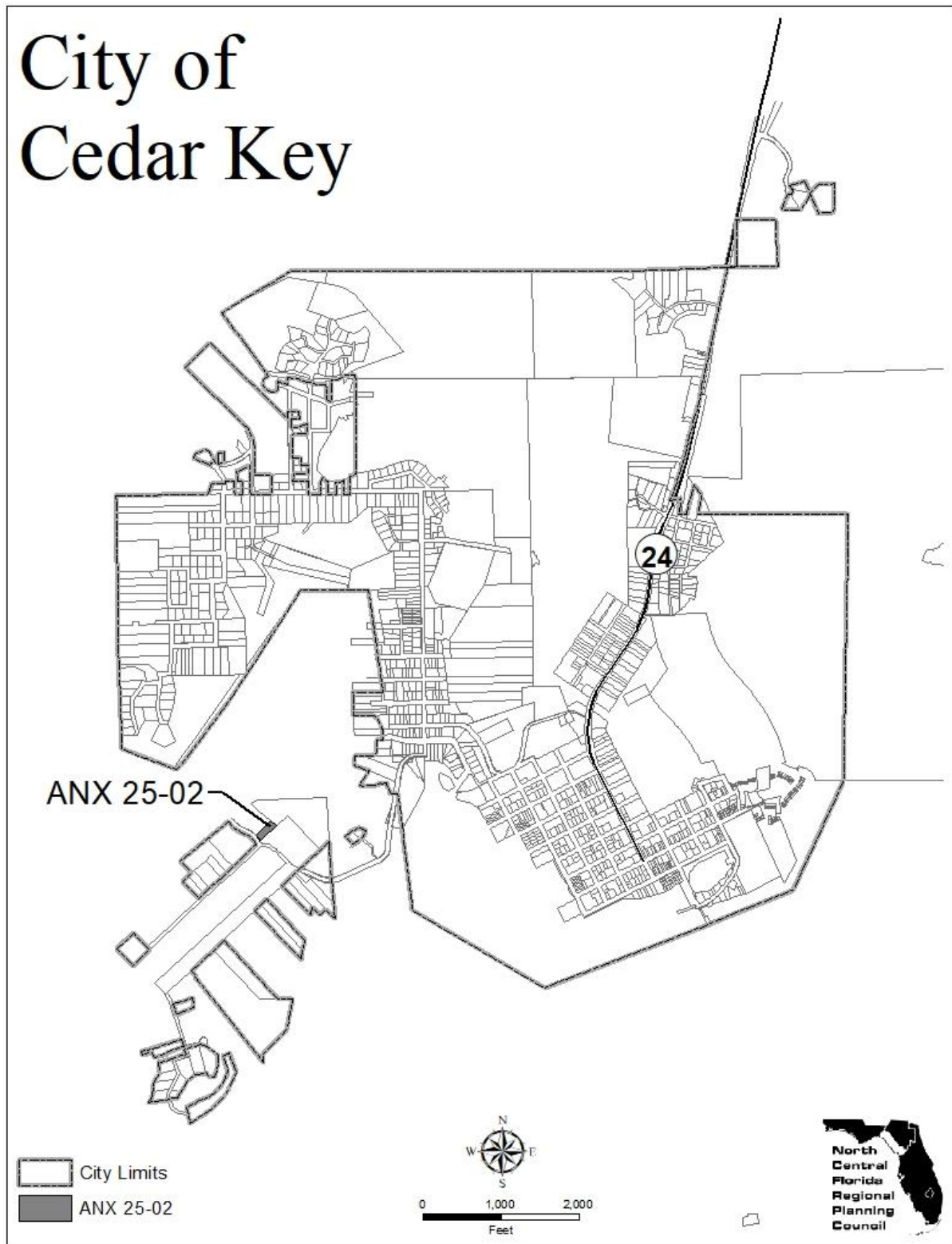
Jennifer Sylvester, Acting City Clerk

Jeffrey Webb, Mayor

APPROVED AS TO FORM AND LEGALITY:

Norm D. Fugate, City Attorney

Schedule A: Location Map



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

Submitted By: Norm Fugate, City Attorney

Meeting Date: Aug. 19, 2025

Subject: ORDINANCE No. 560, AN ORDINANCE OF THE CITY OF CEDAR KEY, FLORIDA AMENDING PROVISIONS RELATING TO ELECTIONS AS CONTAINED IN CHAPTER 2 OF THE LAWS OF CEDAR KEY; PROVIDING AN EFFECTIVE DATE

Discussion:

Fiscal Impact:

Attachments: Ordinance No. 560

Possible Commission Action: Approval of Ordinance as written.

ORDINANCE 560

AN ORDINANCE OF THE CITY OF CEDAR KEY,
FLORIDA AMENDING PROVISIONS RELATING TO
ELECTIONS AS CONTAINED IN CHAPTER 2 OF THE
LAWS OF CEDAR KEY; PROVIDING AN EFFECTIVE
DATE

WHEREAS, the City of Cedar Key, Florida, (the "City"), is a municipality organized
and existing under the laws of the State of Florida; and

WHEREAS, upon request of the Levy County Supervisor of Elections, the City
Commission of the City desires to amend its ordinances to change the City election procedures;

NOW THEREFORE, be it ordained by the City Commission of the City of Cedar Key,
Florida, as follows:

SECTION 1. The following sections of Chapter Two of the Laws of Cedar Key, are
hereby amended as follows, with deleted language shown as ~~strikethrough~~ and added language
shown as underlined:

**2-1.00.08. Appointment of Poll Workers; Opening and Closing Polls; ~~Substitute Poll~~
~~Workers~~; Illiterates Not Qualified.**

The ~~City Clerk~~ Levy County Supervisor of Elections shall appoint the necessary poll workers for
the conduct of the election who shall open the election at 7:00 a.m. on the morning of the
election and shall keep the polls open until 7:00 p.m. of such election day. ~~The City Clerk shall~~
~~be empowered to appoint substitute poll workers, as necessary.~~ No elector person who cannot
read and write the English language shall be appointed as a poll worker for any election.

2-1.00.12. Canvassing Board of Composition, Powers and Duties.

Prior to any City election, the ~~City Commission~~ Levy County Supervisor of Elections shall
appoint three persons qualified under state law to serve as the City Canvassing Board. ~~The~~
~~County Supervisor of Elections may serve as a nonvoting advisor to the Canvassing Board and~~
~~the City Attorney shall serve as legal counsel to the Canvassing Board. The Canvassing Board~~
~~shall be responsible for reviewing and determining by majority vote the validity of any absentee~~
~~ballot which is questioned by the City Clerk or properly challenged by a candidate or elector;~~
~~ruling on any protest or question relating to the election process, which cannot be resolved by the~~
~~City Clerk; and receiving, canvassing and certifying the election results. The City Clerk will be~~
~~responsible for the scheduling of Canvassing Board meetings, which meetings will be conducted~~
~~in accordance with F.S. ch. 286. In the event it may be necessary, in order to come to a proper~~
~~decision, the board shall have the power to examine witnesses and take testimony.~~

42 **2-1.00.14. Absentee Voting.**

43 The ~~City~~ Levy County Supervisor of Elections will be responsible for administering the absentee
44 voting process as set forth in F.S. § 101.62 et seq. ~~To the extent practicable, the City Clerk and~~
45 ~~the canvassing board shall perform the duties of canvassing absentee ballots in accordance with~~
46 ~~the procedures set forth in F.S. § 101.68. If any person believes that any ballot is illegal for any~~
47 ~~reason, such person shall have the duty, before the ballot is removed from the envelope, to file~~
48 ~~with the canvassing board a protest against the canvass of such ballot, specifying the reason he~~
49 ~~believes the ballot to be illegal. No challenge, protest or contest of any type regarding any~~
50 ~~absentee ballot shall be accepted after the ballot has been removed from the absentee envelope.~~

51
52 **2-1.00.17. City Clerk Election Responsibilities.**

53 Every municipal election shall be conducted by and be under the personal supervision of the City
54 Clerk, who the Cedar Key City Commission hereby empowers and directs to exercise all of the
55 powers and to perform all of the duties and functions appropriate to the conduct of such election,
56 including the establishment, promulgation, and enforcement of such rules and regulations,
57 relating to such election and the establishment, maintenance, filing, and preservation of such
58 election records as the City Clerk may deem necessary, or which may be required by City,
59 County, or State Law, provided, however, that the City Commission may, by written agreement
60 with the Levy County Supervisor of Elections, delegate any such powers, duties or functions to
61 the said Supervisor of Elections.

62
63 **2-1.00.18. Challenges and Protests.**

64 Any person who wishes to question, challenge or protest any procedure or decision relating to
65 any City election shall file such question, challenge or protest in writing to the ~~City Clerk~~ Levy
66 County Supervisor of Elections or to the Canvassing Board prior to the certification of the
67 election returns by the Canvassing Board. ~~The City Clerk~~ Supervisor of Elections or the
68 Canvassing Board, as the case may be, shall make a decision as soon as is practicably possible.
69 Any decision of the ~~City Clerk~~ Supervisor of Elections may be appealed to the Canvassing
70 Board. The failure by any person to file such question, challenge or protest within the time and in
71 the manner prescribed above, shall be deemed to be a failure to exhaust administrative remedies
72 in any subsequent judicial proceeding.

73
74 **SECTION 2.** It is the intention of the City Commission that the provisions of this
75 ordinance shall become and be made a part of the Laws of Cedar Key, Florida, and that the
76 Sections and Paragraphs of this Ordinance may be renumbered or relettered in order to
77 accomplish such intention. The correction of typographical errors which do not affect the intent
78 of the ordinance may be authorized by the City Attorney or designee without public hearing by
79 filing a corrected or recodified copy of the same with the City Clerk.

81 **SECTION 3.** If any section, sentence, clause or phrase of this ordinance is held to be
82 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no
83 way affect the validity of the remaining portions of this ordinance.

84 **SECTION. 4.** This ordinance shall be effective for the City election of 2026 and all years
85 thereafter.

86 Approved at first reading on August 19, 2025.

87 Enacted by the Cedar Key Commission at the conclusion of a properly advertised public
88 hearing, this _____ day of September, 2025.

89
90 ATTEST:

CITY OF CEDAR KEY, FLORIDA, by:

91
92 _____
93 Jennifer Sylvester
94 CITY CLERK

Jeffrey Webb
MAYOR

95
96 APPROVED AS TO FORM AND LEGALITY:

97
98 _____
99 Norm D. Fugate, City Attorney

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

Submitted By: Norm Fugate, City Attorney

Meeting Date: Aug. 19, 2025

Subject: Nelson's Cove Hydrologic Restoration and Green Space Project

Discussion:

Fiscal Impact:

Attachments:

- FCT 23-013-FF24 Giles Option Agreement
- FCT 23-013-FF24 HR Option Agreement
- F2413 Nelson's Cove.....Grant Agreement

Possible Commission Action: Approval of Joinder Option Agreements

Project #: 23-013-FF24

Property Tax I.D.#: 08887-000-00, 08887-001-00, 08887-002-00, 08887-003-00, 08887-04-00, 08887-011-00, 08887-012-00, 08887-013-00, 08887-014-00, 08887-015-00, 08889-00-00

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2025, between **ESTATE OF WILLIAM W. GILES**, whose address is 12510 NW 117TH Avenue, Chiefland, Florida 32626, as "Seller," and the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Environmental Protection, ("Acquiring Agency") whose address is 3900 Commonwealth Boulevard, Mail Station 103, Tallahassee, Florida 32399, and the **CITY OF CEDAR KEY**, a municipality within Levy County, Florida [a political subdivision within the State of Florida] ("Local Government"), whose address PO Box 339, Cedar Key, Florida 32625, and **FLORIDA'S NATURE COAST CONSERVANCY, INC.**, a Florida not for profit corporation ("Not For Profit Organization"), whose address is PO Box 401, Cedar Key, Florida, 32625. Acquiring Agency, Local Government and Not For Profit Organization will be collectively referred to as "Purchaser".

1. GRANT OF OPTION. Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Levy County, Florida, described in Exhibit "A," together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency, Local Government and Not For Profit Organization give written notice of exercise to Seller.

2. OPTION TERMS. The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by the Acquiring Agency, the Acquiring Agency will apply to the Comptroller of the State of Florida for a state warrant in the amount of the Option Payment, which will be forwarded to the escrow agent to hold for the benefit of the Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Purchaser exercises the Option; provided, however, the Option Payment shall be credited toward the purchase price at closing if Purchaser timely exercises the Option as discussed below. The Option may be exercised during the period beginning with the Purchaser's execution of this Agreement and the Acquiring Agency's governing body granting project plan approval in accordance with Rule 9K-8.011, Florida Administrative Code, and ending 180 days after Purchaser's execution of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Purchaser's funds in the amount of the purchase price (as hereinafter defined in Paragraph 3.A.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Purchaser's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Purchaser does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Purchaser does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Purchaser at closing.

3.A. PURCHASE PRICE. The purchase price for the Property is **ONE HUNDRED SEVENTY THOUSAND and no/100 Dollars (\$170,000.00)** (the "Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Acquiring Agency to issue a state warrant directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent

upon Purchaser's approval of the Final Adjusted Purchase Price, hereinafter defined, and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025(8), Florida Statutes. The determination of the Final Adjusted Purchase Price can only be made after Purchaser's approval of the survey required in paragraph 5.

The Florida Communities Trust Florida Forever award to the Local Government and Not For Profit Organization will in no event exceed the pro rata share of the final Project Costs (56.36%) or Three Hundred Thirty One Thousand Nine Hundred Sixty One and 50/Dollars (\$331,961.50). A portion of these funds may be allocated to pay for the costs of due diligence products, including but not limited to title work, surveys, appraisals, and an environmental site assessment. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. The determination of the final Purchase Price can only be made after the completion and approval of the survey required in paragraph 5. This Agreement is contingent upon approval of Initial Purchase Price, Acquiring Agency's Purchase Price, and Local Government and Not For Profit Organization's Purchase Price by Purchaser.

Acquiring Agency's funds necessary to close are the sole responsibility of Acquiring Agency. Seller shall have no recourse whatsoever, at law or equity, against Local Government and Not For Profit Organization or the Property as a result of any matter arising at any time, whether before or after fee simple title is conveyed to Local Government and Not For Profit Organization, relating to Acquiring Agency's funds. Local Government and Not For Profit Organization shall have no obligation under this Agreement to provide any portion of Acquiring Agency's funds to Seller. Should Local Government and Not For Profit Organization's funds or Acquiring Agency's funds not be available for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.

Acquiring Agency and Local Government and Not For Profit Organization agree that the Local Government and Not For Profit Organization shall take fee simple title to the Property at the closing notwithstanding that Acquiring Agency and Local Government and Not For Profit Organization are required to pay all of the Total Purchase Price in the manner set forth in this Agreement. Conveyance of the Property in fee simple from Seller to Local Government and Not For Profit Organization will take place at the closing, in exchange for the payments to be made by Acquiring Agency and Local Government and Not For Profit Organization to Seller at closing as set forth above in this paragraph 3.A.

3.B. ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Total Purchase Price stated in paragraph 3.A. exceeds the approved value of the property, the Initial Purchase Price will be reduced to the approved value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 99% of the Initial Purchase Price because of the adjustment provided, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government and Not For Profit Organization of seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the Final Adjusted Purchase Price. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price". In the event Seller fails to give Acquiring Agency and Local Government and Not For Profit Organization a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing,

monitoring or environmental site assessments are required to determine the existence or extent of Hazardous Materials on the Property, Purchaser, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Purchaser's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.)

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up, and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to Acquiring Agency's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state, and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, and other governmental restrictions relating to the protection of the environment or human health, welfare, or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land. "Environmental Law" includes, but is not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

Should the estimated cost to seller of clean-up of Hazardous Materials exceed a sum equal to 3% of the Initial Purchase Price as stated in paragraph 3.A., Seller may elect to terminate this Agreement and no party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents, and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim, or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb, or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses, and liabilities in and about any such claim, suit, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing.

The limitation herein on Seller's contractual obligation to indemnify Purchaser as specified in this paragraph 4.B shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under

any Environmental Law for Hazardous Materials located on the Property.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by a professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property, or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may, within fifteen (15) days following the Effective Date, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by the Acquiring Agency, insuring marketable title to the Property in the amount of the Total Purchase Price at Purchaser's expense.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title which are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. If Seller is unsuccessful in removing the title defects within said time Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount mutually agreed upon by the parties, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time that Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Local Government and Not For Profit Organization a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies, and other encumbrances, except for encumbrances deemed acceptable in the sole discretion of Purchaser that do not impair the marketability of title to the Property. The grantee in Seller's Warranty Deed shall be the City of Cedar Key and Florida's Nature Coast Conservancy, Inc., a Florida not for profit corporation.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23 and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8 of this Agreement, Seller's closing statement, the title, possession, and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The deed, title, possession, and lien affidavit and environmental affidavit shall be prepared on Acquiring Agency forms provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Not For Profit Organization and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item provided by Seller under this Agreement within 30 days after receipt by Purchaser of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement and any other recordable instruments that Purchaser deems necessary to assure good and marketable title to the Property:-

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. In the event the Local Government and Not For Profit Organization acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government and Not For Profit Organization acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided, completed, and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government and Not For Profit Organization in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Purchaser or that have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by Purchaser in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter "trash and debris") from the Property to the satisfaction of Local Government and Not For Profit Organization prior to exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Local Government and Not For Profit Organization incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes. Seller shall deliver possession of the Property to the Local Government and Not For Profit Organization at closing.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations, or other entities are entitled to a real estate commissions or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from all such claims, whether disclosed or undisclosed.

19. RECORDING. Purchaser may record this Agreement, or notice of it, in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence for all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment of any such covenant, condition, or right.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via electronic mail, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with, all applicable anti-terrorism laws, regulations, rules, and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2239A-C, and U.S. Presidential Executive Orders 12947 and 13224.

30. SURVIVAL. The covenants, warranties, representations, indemnities, and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8 of this Agreement, and Local Government and Not For Profit Organization's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE 07/29/2025, PURCHASER WILL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT, TOTAL PURCHASE PRICE, ACQUIRING AGENCY'S PURCHASE PRICE, AND LOCAL GOVERNMENT AND NOT FOR PROFIT ORGANIZATION'S PURCHASE PRICE BY PURCHASER, (2) ACQUIRING AGENCY'S GOVERNING BODY GRANTING PROJECT PLAN APPROVAL IN ACCORDANCE WITH RULE 62-818.011, FLORIDA ADMINISTRATIVE CODE, (3) CONFIRMATION THAT THE TOTAL PURCHASE PRICE IS NOT IN EXCESS OF THE FINAL MAXIMUM APPROVED PURCHASE PRICE OF THE PROPERTY, AND (4) LOCAL GOVERNMENT AND NOT FOR PROFIT ORGANIZATION AND ACQUIRING AGENCY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE ACQUIRING AGENCY'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

WILLIAMS W. GILES ESTATE

Witness as to Seller

Valerie Giles – Successor Personal Representative

Printed Name of Witness

Date signed by Seller

Witness Address

Phone No. _____
8 a.m. – 5 p.m.

Witness Address

Witness as to Seller

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____ by Valerie Giles, Successor Personal Representative. Such person(s) (Notary Public must check applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

PURCHASER

NOT FOR PROFIT ORGANIZATION

Florida's Nature Coast Conservancy, Inc., a Florida not
or profit corporation

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization this _____ day of _____, 20____ by Samantha Gibbs as President, on behalf of Florida's
Nature Coast Conservancy, Inc., a Florida not for profit corporation. Such person(s) (Notary Public must check
applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

PURCHASER

LOCAL GOVERNMENT

CITY OF CEDAR KEY, a municipality within Levy County, Florida

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by Sue Colson, City Commissioner, Seat 5, on behalf of the City of Cedar Key, a municipality within Levy County, Florida. Such person(s) (Notary Public must check applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

PURCHASER

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST, STATE OF
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witness as to Purchaser

Printed Name of Witness

3800 Commonwealth Blvd., MS 115

Witness Address

Tallahassee, Florida 32399-3000

Witness Address

Witness as to Purchaser

Printed Name of Witness

3800 Commonwealth Blvd., MS 115

Witness Address

Tallahassee, Florida 32399-3000

Witness Address

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by Andrew Fleener, Acting Director, Division of State Lands, on behalf of the Acquiring Agency. He is personally known to me.

(NOTARY PUBLIC SEAL)

BY: _____

NAME: Andrew Fleener

AS ITS: Acting Director, Division of State Lands
Florida Communities Trust

Date signed by Purchaser

Approved as to Form and Legality

By: _____

Date: _____

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Lots 1 through 5 and 12 through 16 in Block 1, and Lots 1 through 6 and 9 through 17 in Block 2, North Fowler-Way, according to the map or plat thereof as recorded in Plat Book 2, Page 29, of the Public Records of Levy County, Florida.

NOTE: This legal description is for appraisal and contract purposes. There may be revisions based on a boundary survey and title insurance commitment of the property.

BSM APPROVED By:

C.A.E. Date: 03/31/2025

Project #: 23-013-FF24

Property Tax I.D.#: 21565-000-00, 21566-000-00, 21567-000-00, 21568-000-00

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this _____ day of _____, 2025, between **H & R ENTERPRISES**, a Florida general partnership, whose address is PO Box 386, Cedar Key, Florida 32625, as "Seller," and the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Environmental Protection, ("Acquiring Agency") whose address is 3900 Commonwealth Boulevard, Mail Station 103, Tallahassee, Florida 32399, and the **CITY OF CEDAR KEY**, a municipality within Levy County, Florida [a political subdivision within the State of Florida] ("Local Government"), whose address PO Box 339, Cedar Key, Florida 32625, and **FLORIDA'S NATURE COAST CONSERVANCY, INC.**, a Florida not for profit corporation ("Not For Profit Organization"), whose address is PO Box 401, Cedar Key, Florida, 32625. Acquiring Agency, Local Government and Not For Profit Organization will be collectively referred to as "Purchaser".

1. GRANT OF OPTION. Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Levy County, Florida, described in Exhibit "A," together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding upon execution by the parties but exercise of the option is subject to approval by Purchaser and is effective only if Acquiring Agency, Local Government and Not For Profit Organization give written notice of exercise to Seller.

2. OPTION TERMS. The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). Upon execution of this Option Agreement by the Acquiring Agency, the Acquiring Agency will apply to the Comptroller of the State of Florida for a state warrant in the amount of the Option Payment, which will be forwarded to the escrow agent to hold for the benefit of the Seller. The Option Payment is non-refundable such that Seller shall be entitled to retain the Option Payment regardless of whether Purchaser exercises the Option; provided, however, the Option Payment shall be credited toward the purchase price at closing if Purchaser timely exercises the Option as discussed below. The Option may be exercised during the period beginning with the Purchaser's execution of this Agreement and the Acquiring Agency's governing body granting project plan approval in accordance with Rule 9K-8.011, Florida Administrative Code, and ending 180 days after Buyer's execution of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Purchaser's funds in the amount of the purchase price (as hereinafter defined in Paragraph 3.A.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Buyer's funds are not available at the end of the 60-day extension then this Agreement shall terminate and neither party shall have further obligations under the provisions of this Agreement. If Purchaser does not exercise its option by the Option Expiration Date, as extended if applicable, then the escrow agent is directed to release and disburse the Option Payment to Seller the following day. If Purchaser does timely exercise its option, then escrow agent shall credit the Option Payment toward the purchase price paid by Buyer at closing.

3.A. PURCHASE PRICE. The purchase price for the Property is **NINETY-FIVE THOUSAND and no/100 Dollars (\$95,000.00)** (the "Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Acquiring Agency to issue a state warrant directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon Purchaser's approval of the Final Adjusted Purchase Price, hereinafter defined, and upon confirmation that the Final Adjusted

Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 253.025(8), Florida Statutes. The determination of the Final Adjusted Purchase Price can only be made after Purchaser's approval of the survey required in paragraph 5.

The Florida Communities Trust Florida Forever award to the Local Government and Not For Profit Organization will in no event exceed the pro rata share of the final Project Costs (43.63%) or Two Hundred Fifty Six Thousand Nine Hundred Sixty One Dollars and 50/Dollars (\$256,961.50). A portion of these funds may be allocated to pay for the costs of due diligence products, including but not limited to title work, surveys, appraisals, and an environmental site assessment. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. The determination of the final Purchase Price can only be made after the completion and approval of the survey required in paragraph 5. This Agreement is contingent upon approval of Initial Purchase Price, Acquiring Agency's Purchase Price, and Local Government and Not For Profit Organization's Purchase Price by Purchaser.

Acquiring Agency's funds necessary to close are the sole responsibility of Acquiring Agency. Seller shall have no recourse whatsoever, at law or equity, against Local Government and Not For Profit Organization or the Property as a result of any matter arising at any time, whether before or after fee simple title is conveyed to Local Government and Not For Profit Organization, relating to Acquiring Agency's funds. Local Government and Not For Profit Organization shall have no obligation under this Agreement to provide any portion of Acquiring Agency's funds to Seller. Should Local Government and Not For Profit Organization's funds or Acquiring Agency's funds not be available for any reason, Purchaser or Seller may elect to terminate this Agreement by written notice to the parties without liability to any party.

Acquiring Agency and Local Government and Not For Profit Organization agree that the Local Government and Not For Profit Organization shall take fee simple title to the Property at the closing notwithstanding that Acquiring Agency and Local Government and Not For Profit Organization are required to pay all of the Total Purchase Price in the manner set forth in this Agreement. Conveyance of the Property in fee simple from Seller to Local Government and Not For Profit Organization will take place at the closing, in exchange for the payments to be made by Acquiring Agency and Local Government and Not For Profit Organization to Seller at closing as set forth above in this paragraph 3.A.

3.B. ADJUSTMENT OF TOTAL PURCHASE PRICE. If, prior to closing, Acquiring Agency determines that the Total Purchase Price stated in paragraph 3.A. exceeds the approved value of the property, the Initial Purchase Price will be reduced to the approved value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 99% of the Initial Purchase Price because of the adjustment provided, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to Acquiring Agency and Local Government and Not For Profit Organization of seller's election to terminate this Agreement within 10 days after Seller's receipt of written notice from Acquiring Agency of the Final Adjusted Purchase Price. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B. are hereinafter referred to as the "Purchase Price". In the event Seller fails to give Acquiring Agency and Local Government and Not For Profit Organization a written notice of termination within the aforesaid time period from receipt of Acquiring Agency's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Total Purchase Price stated in paragraph 3.A.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required to determine the existence or extent of

Hazardous Materials on the Property, Purchaser, at its sole option may elect to extend the Option Expiration Date to conduct such procedures at the Purchaser's sole cost and expense. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.)

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at his sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up, and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to Acquiring Agency's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state, and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, and other governmental restrictions relating to the protection of the environment or human health, welfare, or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land. "Environmental Law" includes, but is not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

Should the estimated cost to seller of clean-up of Hazardous Materials exceed a sum equal to 5% of the Initial Purchase Price as stated in paragraph 3.A., Seller may elect to terminate this Agreement and no party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean-up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents, and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim, or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb, or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses, and liabilities in and about any such claim, suit, investigation, or defense thereof, which may be entered, incurred, or assessed as a result of the foregoing.

The limitation herein on Seller's contractual obligation to indemnify Purchaser as specified in this paragraph 4.B shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by a professional surveyor and mapper licensed by the State of Florida, shows any reduction in acreage from the appraised acreage to the surveyed acreage, any encroachment on the Property, or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may, within fifteen (15) days following the Effective Date, obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by the Acquiring Agency, insuring marketable title to the Property in the amount of the Total Purchase Price at Purchaser's expense.

7. DEFECTS IN TITLE. If the title insurance commitment or survey furnished to Purchaser pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within the allotted time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by Acquiring Agency, (b) accept the title as it then is with a reduction in the Purchase Price, (c) extend the amount of time the Seller has to cure the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of Paragraph 17 of the Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Local Government and Not For Profit Organization a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies, and other encumbrances, except for encumbrances deemed acceptable in the sole discretion of Purchaser that do not impair the marketability of title to the Property. The grantee in Seller's Warranty Deed shall be the City of Cedar Key and Florida's Nature Coast Conservancy, Inc., a Florida not for profit corporation.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23 and 380.08(2), Florida Statutes. Seller shall prepare the deed described in paragraph 8 of this Agreement, Seller's closing statement, the title, possession, and lien affidavit certified to Purchaser and title insurer in accordance with Section 627.7842, Florida Statutes, and an environmental affidavit. The deed, title, possession, and lien affidavit and environmental affidavit shall be prepared on Acquiring Agency forms provided by Acquiring Agency. Acquiring Agency shall prepare Purchaser's closing statement. All prepared documents shall be submitted to Local Government and Not For Profit Organization and Acquiring Agency for review and approval at least 30 days prior to the Option Expiration Date.

10. PURCHASER REVIEW FOR CLOSING. Purchaser will approve or reject each item provided by Seller under this Agreement within 30 days after receipt by Purchaser of the required items. Seller will have 30 days thereafter to cure and resubmit any rejected item to Purchaser. In the event Seller fails to timely deliver any item, or Purchaser rejects any item after delivery, Purchaser may in its discretion extend the Option Expiration Date.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement and any other recordable instruments that Purchaser deems necessary to assure good and marketable title to the Property:-

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. In the event the Local Government and Not For Profit Organization acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the Local Government and Not For Profit Organization acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any other documents required to be provided, completed, and executed by Seller, the closing shall occur either on the original closing date or within 60 days after receipt of documentation curing the defects, whichever is later. The date, time and place of closing shall be set by Purchaser.

14. RISK OF LOSS AND CONDITION OF REAL PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to the Local Government and Not For Profit Organization in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Purchaser or that have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by Purchaser in writing. Seller warrants that any billboards on the property shall be removed prior to closing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash, and debris (hereafter "trash and debris") from the Property to the satisfaction of Local Government and Not For Profit Organization prior to exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed 5% of the Initial Purchase Price and proceed to close, with the Local Government and Not For Profit Organization incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes. Seller shall deliver possession of the Property to the Local Government and Not For Profit Organization at closing.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations, or other entities are entitled to a real estate commissions or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from all such claims, whether disclosed or undisclosed.

19. RECORDING. Purchaser may record this Agreement, or notice of it, in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence for all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by the parties.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment of any such covenant, condition, or right.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

27. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

28. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via electronic mail, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

29. CERTIFICATION REGARDING TERRORISM. Seller hereby certifies that to the best of Seller's knowledge, after making all appropriate inquiries, Seller is in compliance with, and shall use all funds derived from the sale of the Property in compliance with, all applicable anti-terrorism laws, regulations, rules, and executive orders, including but not limited to, the USA Patriot Act of 2001, 18 U.S.C. sections 2239A-C, and U.S. Presidential Executive Orders 12947 and 13224.

30. SURVIVAL. The covenants, warranties, representations, indemnities, and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8 of this Agreement, and Local Government and Not For Profit Organization's possession of the Property.

THIS AGREEMENT IS INITIALLY TRANSMITTED TO THE SELLER AS AN OFFER. IF THIS AGREEMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE 07/23/2025, PURCHASER WILL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. THE EXERCISE OF THIS OPTION IS SUBJECT TO: (1) APPROVAL OF THIS AGREEMENT, TOTAL PURCHASE PRICE, ACQUIRING AGENCY'S PURCHASE PRICE, AND LOCAL GOVERNMENT AND NOT FOR PROFIT ORGANIZATION'S PURCHASE PRICE BY PURCHASER, (2) ACQUIRING AGENCY'S GOVERNING BODY GRANTING PROJECT PLAN APPROVAL IN ACCORDANCE WITH RULE 62-818.011, FLORIDA ADMINISTRATIVE CODE, (3) CONFIRMATION THAT THE TOTAL PURCHASE PRICE IS NOT IN EXCESS OF THE FINAL MAXIMUM APPROVED PURCHASE PRICE OF THE PROPERTY, AND (4) LOCAL GOVERNMENT AND NOT FOR PROFIT ORGANIZATION AND ACQUIRING AGENCY APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER BY SELLER. THE ACQUIRING AGENCY'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE AND UPON THE FUNDING OF THE APPROPRIATION THROUGH THE ISSUANCE OF FLORIDA FOREVER BONDS BY THE STATE OF FLORIDA OR OTHER FUNDING AS PROVIDED BY THE LEGISLATURE.

THIS IS TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

H & R ENTERPRISES, a Florida general partnership

Glenda K. Richburg
Glenda Kay Richburg

Date signed by Seller

Phone No. 352-870-1651
8 a.m. – 5 p.m.

Kathy Wright
Witness as to Seller

Kathy Wright
Printed Name of Witness

Po Box 724
Witness Address

Cedar Key, FL 32625
Witness Address

Lisa Smith
Witness as to Seller

Lisa Smith
Printed Name of Witness

PO Box 608
Witness Address

Cedar Key, FL 32625
Witness Address

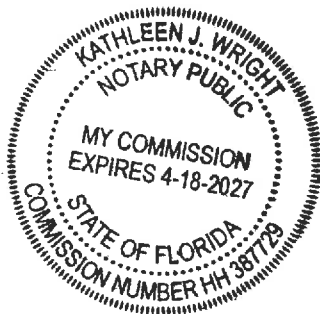
STATE OF Florida

COUNTY OF Levy

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of July, 2025 by Glenda Kay Richburg. Such person(s) (Notary Public must check applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)



Kathleen J. Wright
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Anaihya JM Casilus

Signed by: Anaihya JM Casilus
Date & Time: Jul 22, 2025 08:49:44 EDT

Witness as to Seller

Anaihya Casilus

Printed Name of Witness

3812 West Linebaugh Avenue

Witness Address

Tampa, FL 33618

Witness Address

Cassandra Michel

Signed by: Cassandra Michel
Date & Time: Jul 22, 2025 10:20:57 EDT

Witness as to Seller

Cassandra Michel

Printed Name of Witness

3812 West Linebaugh Avenue

Witness Address

Tampa, FL 33618

Witness Address

SELLER

H & R ENTERPRISES, a Florida general partnership

Pratima Hooper

Signed by: Pratima Hooper
Date & Time: Jul 22, 2025 13:46:33 EDT

Pratima Hooper

Jul 22, 2025

Date signed by Seller

Phone No. 352-224-8486

8 a.m. – 5 p.m.

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 22 day of July, 20 25 by Pratima Hooper. Such person(s) (Notary Public must check applicable box):

☐
☐
☒

is/are personally known to me.

produced a current driver license(s).

produced Passport

as identification.

Cassandra Michel

(NOTARY PUBLIC SEAL)



CASSANDRA MICHEL
Commission # HH 335099
Expires November 27, 2026

Signed by: Cassandra Michel
Date & Time: Jul 22, 2025 10:21:06 EDT

Notary Public

Cassandra Michel

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: HH 335099

My Commission Expires: November 27, 2026

PURCHASER

NOT FOR PROFIT ORGANIZATION

Florida's Nature Coast Conservancy, Inc., a Florida not
for profit corporation

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization this ____ day of _____, 20__ by Samantha Gibbs, as President, on behalf of the Florida's
Nature Coast Conservancy, Inc., a Florida not for profit corporation. Such person(s) (Notary Public must check
applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

PURCHASER

LOCAL GOVERNMENT

CITY OF CEDAR KEY, a municipality within Levy
County, Florida

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

Witness as to Purchaser

Printed Name of Witness

Witness Address

Witness Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____ by Sue Colson, City Commissioner, Seat 5, on behalf of the City of Cedar Key, a municipality within Levy County, Florida. Such person(s) (Notary Public must check applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

PURCHASER

ACQUIRING AGENCY

FLORIDA COMMUNITIES TRUST, STATE OF
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witness as to Purchaser

Printed Name of Witness

3800 Commonwealth Blvd., MS 115

Witness Address

Tallahassee, Florida 32399-3000

Witness Address

BY: _____

NAME: Andrew Fleener

AS ITS: Acting Director, Division of State Lands
Florida Communities Trust

Date signed by Purchaser

Approved as to Form and Legality

By: **Rebecca**_____

Digitally signed by

Rebecca Robinette

Date: **Robinette**_____

Date: 2025.07.22 13:30:59

-04'00'

Witness as to Purchaser

Printed Name of Witness

3800 Commonwealth Blvd., MS 115

Witness Address

Tallahassee, Florida 32399-3000

Witness Address

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this _____ day of _____, 20____ by Andrew Fleener, Acting Director, Division of State Lands, on behalf
of the Acquiring Agency. He is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Part of Section 30, Township 15 South, Range 13 East, Levy County, Florida, being also a part of the land described in Official Records Book 241, pages 260 to 264, public records of Levy County, Florida, and being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 1, North Fowler-Way, a subdivision recorded in Plat Book 1, page 38, public records of Levy County, Florida; thence North along the West right of way line of Gulf Boulevard, 147.75 feet to a point that is 135.00 feet South of the North line of the South $\frac{1}{2}$ of said Section 30; thence South $87^{\circ}13'22''$ West, a distance of 300.35 feet; thence South 132.02 feet to the North line of said North Fowler-Way subdivision; thence South $89^{\circ}46'30''$ East, along the said North line 300.00 feet to the Point of Beginning.

NOTE: This legal description is for appraisal and contract purposes. There may be revisions based on a boundary survey and title insurance commitment of the property.

BSM APPROVED By:

C.A.E. Date: 04/01/2025

AGREEMENT NUMBER: F2413
FCT PROJECT NUMBER: 23-013-FF24
PROJECT NAME: NELSON'S COVE HYDROLOGIC RESTORATION
AND GREEN SPACE PROJECT
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and the City of Cedar Key, a Florida local government and the Florida's Nature Coast Conservancy, Inc., a non-profit environmental organization ("Recipient"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, Florida Administrative Code ("F.A.C.").

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.").

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

WHEREAS, Rule 62-818, F.A.C. sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

WHEREAS, on August 14, 2024, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient's Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon execution by both Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for eighteen (18) months after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond eighteen (18) months if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the Project. **Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.**

3. The Recipient must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. If the Recipient is identified in paragraph V.4 below as the party responsible for negotiation and acquisition activities. Recipient must provide a monthly status report to FCT of Project Site acquisition activities. The monthly report must contain the dates that appraisals are ordered and due, the dates that purchase agreements are sent to sellers, and the status of each contract, as appropriate.

5. The Recipient must deliver to FCT a written statement from the property owner(s) evidencing that they are willing to entertain an offer from the Recipient and FCT. No acquisition activity may commence prior to FCT receiving this statement.

6. The Recipient must deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 62-819.008(3), F.A.C. No acquisition activity may commence prior to FCT receiving the executed Confidentiality Agreement.

7. The party named in paragraph V.4 below as the party responsible for all negotiation and acquisition activities must provide the following within 120 days of execution of this Grant Agreement unless extended by DEP:

- a. **Title report(s) and appraisal(s)**, as required by Rules 62-819.005 and 62-819.007, F.A.C. Prior to the delivery of awarded FCT funds, FCT staff will review the appraisal(s) and determine the maximum amount that may be reimbursed by the State.
- b. **Purchase Agreement(s)**, as defined by Rule 62-819.010, F.A.C., based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) upon receipt of the appraisal review memo from FCT establishing the maximum amount that may be reimbursed by the State.

8. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **One Hundred percent (100%)** of the final Project Costs, as more fully defined

in Rule 62-818.002(33), F.A.C., or **Five Hundred Eighty-Eight Thousand Nine Hundred Twenty-Three dollars (\$588,923.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. The Recipient will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C.

3. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

4. The FCT Governing Board selected the Recipient's application for funding to acquire the entire Project Site identified in the application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced, or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT will consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 62-818.014, F.A.C.

5. If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in Rule 62-818.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

6. The FCT Award for approved Project Costs will be delivered in either or both of the following forms:

- a. Approved Project Costs pre-paid by FCT to vendors outside of closing and recognized as part of the FCT Award on the grant reconciliation statement and closing settlement statement.
- b. A State of Florida warrant or electronic funds transfer at the closing of the Project Site for the balance of the FCT Award, subject to the limitations contained in Article IV, to be paid directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to FCT, provided the State of Florida Chief Financial Officer determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT will deliver at the closing of each parcel

only the share of the FCT Award that corresponds to the parcel being acquired and closed. FCT will prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, as applicable and if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs will be recognized as part of the FCT Award on the grant reconciliation statement and closing settlement statement.

7. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

8. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement. If the Project Site is comprised of multiple parcels, the Recipient must deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed.

9. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

10. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally-derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

11. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

12. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

13. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded.

Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

14. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

15. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder. Such approval is deemed given when FCT approves and delivers the FCT award.

16. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
Telephone: 850-245-2501
Email: floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Samantha E. J. Gibbs
Organization: Florida's Nature Coast Conservancy, Inc.
Title: President
Address: P.O. Box 401

16921 Sturgis Circle
Cedar Key, FL 32625
Telephone: 352-222-0730
E-mail: gibbs@floridasnaturecoastconservancy.org

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Samantha E. J. Gibbs or Successor
Organization: Florida's Nature Coast Conservancy, Inc.
Title: President
Address: P.O. Box 401, 16921 Sturgis Circle, Cedar Key, FL 32625
Telephone: 352-222-0730
Facsimile: 866-674-2419
E-mail: gibbs@floridasnaturecoastconservancy.org

4. If the Project Site consists of ten or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of eleven or more ownerships, as reflected on the Acquisition Plan, the Recipient must act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that FCT will be the party responsible for all negotiation and acquisition activities

5. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-3118685001 for Florida's Nature Coast Conservancy, Inc. and 59-6000288005 for City of Cedar Key.

VI. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. **FCT Sign** - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipient if Recipient provided a match). The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipient must provide at least two recreational facilities to include a multi-use trail and benches along the trail. The Recipient will place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Trails - The Recipient must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches must be provided along the trail.

4. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way. The Project Site is adjacent to and will connect to an existing FCT project site, Cedar Key Cemetery Point Park.

5. Interpretation - The Recipient must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area. An interpretive kiosk with two sides will provide a map of the property, describe the process for restoration of the hydrology, and management of the native habitat to include photos and/or illustrations of the plants, trees, and wildlife species found on the site. Native plant identification markers will be placed along the trails.

6. Listed Species Habitat - The Recipient must manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species.

7. The Project Site will improve the quality of surface waters or address current flooding problems occurring on, adjacent or in close proximity to the Project Site in a park-like or natural setting. Corrective activities will address road runoff by enhancing riparian buffer and fringing wetlands to capture and treat/filter road-based pollutants. The City of Cedar Key and Florida's Nature Coast Conservancy, Inc. will manage site to prevent future accumulation of debris.

The removal of the historical causeway will address unnatural tidal regime and flooding risk by replacing the current roadway with a bridge. This hydrologic restoration will allow tidal flushing and reduce the risk of flooding exacerbated by flow restriction.

8. Archaeological and Historic Resources - The Recipient must develop and manage the Project Site to ensure the preservation of historical, cultural, or archaeological features on the Project Site. This project site does not contain a site previously listed in the Florida Master Site File maintained by the Division of Historical Resources.

VII. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times

complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. *The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.*

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

VIII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VI, XI, and XII herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

- a. An introduction containing the Project name, location, and other background information.
- b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.
- c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.
- d. A description of all proposed uses including existing and proposed physical improvements.
- e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
- f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.
- g. The identification and protection of known cultural or historical resources.
- h. A description of proposed educational displays and programs the Recipient will offer, if applicable.
- i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.
- j. A schedule for implementing the development and management activities of the Management Plan.
- k. Cost estimates and funding sources to implement the Management Plan.
- l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.

3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.

4. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and

management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.

5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT requires the Recipient to do one, or more, of the following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

8. The FCT is required to report annually on revenue earned on project sites acquired with FCT grant funds. In order to meet this requirement, by July 31 each year, the Recipient must provide an annual report of revenue earned in the previous State Fiscal Year, July 1 through June 30.

IX. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C. to ensure that the interests of the State of Florida will be protected:

- a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one or more appraisals prepared consistent with Chapters 62-819 and 18-1, F.A.C.
- b. A letter from the FCT indicating approval of the Management Plan.

- c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.
 - d. A statement of the amount of the FCT Award being requested.
 - e. Supporting documentation that Recipient has satisfied any conditions imposed as part of the FCT Grant Agreement.
 - f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.
 - g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.
2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to submitting it for approval.
3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

X. PROJECT SITE ACQUISITION REQUIREMENTS

1. Recipient must comply with the requirements for the acquisition of lands, as specified in Section 380.507(11), F.S. and Chapter 62-819, F.A.C.
2. Without limiting the scope of paragraph 1. of Article IX, prior to the closing(s) on the acquisition of the Project Site and final disbursement of the FCT Award:
- a. FCT must have approved the Purchase Agreement and all conditions to the closing(s) must have been satisfied.
 - b. The closing documents related to Project Site acquisition must be of form and content satisfactory to FCT, including but not limited to:
 - i. The deed conveying the interest in the Project Site to Recipient.
 - ii. The Dedication to Public Use and Declaration of Restrictive Covenants as defined in Rule 62-818.002(7), F.A.C. ("Declaration of Restrictive Covenants") that requires the Project Site to be operated in perpetuity in accordance with statutory and administrative/regulatory requirements or title to all interest in the Project Site must be conveyed or revert to the Board of Trustees pursuant to Section 380.510(3)(d), F.S.
 - c. Recipient must submit for written FCT approval, a Management Plan

explaining how the Project Site will be managed to further the purposes of the Project and meet the terms and conditions of this Contract, as required by Rule 62-818.011, F.A.C. Recipient must make any revisions necessary prior to the required FCT approval. The required content of the Management Plan is further detailed in Article VIII.

d. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C.

e. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Chapter 62-819, F.A.C., and are dated within ninety (90) days of the date the Recipient acquired the parcels.

f. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.

g. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

3. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.

4. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed \$10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

5. Title to the Project Site will be titled to the Recipient, unless the Recipient specifically requests that title permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such requests are subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site will be vested in the City of Cedar Key and Florida's Nature Coast Conservancy, Inc. If the Recipient elects that title will vest in the Trustees, then all acquisition activities will be administered by the Division of State Lands as specified in Section 253.025, F.S., and Rule 18-1, F.A.C. FCT signature on this Agreement constitutes approval of this election.

6. Upon FCT's approval of the Project Plan and the required documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be disbursed by FCT.

7. FCT must approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), F.S. Such approval is deemed given when FCT approves and executes the Purchase Agreement for acquisition of the Project Site, further described herein.

8. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and contain sufficient detail for a proper preaudit and post audit.

IX. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees.

3. Within one year of the execution of this Agreement, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

XII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the "disallowable activities") may violate the covenants and restrictions imposed on the site:

- a. Any sale or lease of any interest in the Project Site.
- b. The operation of any concession on the Project Site without FCT approval.
- c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.
- d. Any use of the Project Site other than use by the public.

e. A management contract for the Project Site without an FCT-approved management agreement.

f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities .

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

X. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection,

review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements**. **Exhibit 1 to Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making this determination. For state financial assistance, the Recipient will use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XI. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds

hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT's right to exercise such remedies and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

- a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect.
- b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or
- c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or
- d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or
- e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or
- f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or
- g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

- a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.
- b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.
- c. Withhold or suspend payment of all or any part of the FCT Award.
- d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph VIII.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.I.

XII. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT's custodian of public records, Recipient must provide the FCT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. Recipient must identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the FCT.

d. Upon completion of the Agreement, Recipient must transfer, at no cost to FCT, all public records in possession of Recipient or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipient transfers all public records to the FCT upon completion of the Agreement, the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the FCT, upon request from the FCT's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT.

E. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

XIII. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XIV. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to

have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

XV. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

5. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply

on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under

the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: FLORIDA'S NATURE
COAST CONSERVANCY, INC.
a Non-Profit Environmental Organization
and
CITY OF CEDAR KEY
a Florida local government

Signed by:
By: 
708F024648D0438...

Print Name: Samantha E. J. Gibbs
President,
Title: Florida's Nature Coast Conservancy, Inc.

Date: November 26, 2024 11/26/2024

FLORIDA COMMUNITIES TRUST,


STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Mara

By: Gambineri
Secretary or designee

Print Name: Mara Gambineri
Title: Chief of Staff

Date: 1/29/2025

Approved as to Form and Legality:

DocuSigned by:
By: 
0CDB79C95D78490...

Print Name: Ralf Brookes Attorney
Date: November 26, 2024 11/26/2024

Approved as to Form and Legality:


By: Patricia Henry
Digitally signed by Patricia Henry
Date: 2024.12.26
16:08:25 -05'00'

Print Name: Patricia Henry
Date: 12/26/2024

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online
notarization, this 30 day of January, 2024, by Mara Gambineri, as Secretary
or Designee, Florida Communities Trust.

(SEAL)




Signature of Notary Public
Bonnie Montgomery
Print, Type, Stamp Commissioned Name
of Notary Public

List of attachments/exhibits included as part of this Agreement:

Specify	Letter/
Type	Number
Attachment	5
Special Audit Requirements (7 Pages)	

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: FLORIDA'S NATURE
COAST CONSERVANCY, INC.
a Non-Profit Environmental Organization
and
CITY OF CEDAR KEY
a Florida local government

FLORIDA COMMUNITIES TRUST,

STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Sue Colson

By: Mara Gambineri
Digitally signed by Mara Gambineri
Date: 2025.01.29 21:50:28 -05'00'

Secretary or designee

Print Name: SUE COLSON

Print Name: Mara Gambineri

Title: Mayor

Title: Chief of Staff

Date: 11-29-2024

Date: 1/29/2025

Approved as to Form and Legality:

Approved as to Form and Legality:

By: Norm Fugate

By: Patricia Henry
Digitally signed by Patricia Henry
Date: 2024.12.26 14:35:45 -05'00'

Print Name: NORM FUGATE

Print Name: Patricia Henry

Date: 11-29-24

Date: 12/26/2024

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 30 day of January, 2024, by Mara Gambineri as Secretary Designee, Florida Communities Trust

(SEAL)



B. Montgomery
Signature of Notary Public

Bonnie Montgomery

Print, Type, Stamp Commissioned Name of Notary Public

List of attachments/exhibits included as part of this Agreement:

Specify	Letter/	
Type	Number	Description (include number of pages)
Attachment	5	Special Audit Requirements (7 Pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services or purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services or purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1642 - FIXED CAPITAL OUTLAY LAND ACQUISITION-FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2023-2024	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	\$588,923.00	084112
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$588,923.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

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

Submitted By: Jennifer Sylvester, City Clerk

Meeting Date: Aug. 19, 2025

Subject: Request for Annexation, 13351 SW Airport Rd

Discussion:

Fiscal Impact:

Attachments: Letter of Request from Property Owner

Possible Commission Action: Acceptance of voluntary letter of request and authorization to start the annexation process.

City of Cedar Key

City Commission

P.O. Box 339

Cedar Key, FL 32625

RE: 13351 SW Airport Rd

Cedar Key, FL 32625

Parcel # 0043700900

Dear Commissioners:

I am writing to request that my home and land at the description above be considered for annexation into the city of Cedar Key.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read 'B. Skarupski', with a stylized flourish at the end.

Bryan Skarupski

407-310-8019