



City of Cedar Key
Commission Meeting Agenda
809 6th Street
November 18, 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 Nancy Sera, Commissioner Seat 2
 - Jim Wortham, Commissioner Seat 3 Jeff Webb, Commissioner Seat 4
 - Mel Beckham, Commissioner Seat 5
- **ACTION ITEM: Approval** of the Meeting Agenda as presented
- **ACTION ITEM: Consent Agenda:**
 - Minutes: 07-22-2025 Special Commission Meeting – Budget
 - Minutes: 07-29-2025 Commission Workshop
 - Minutes: 08-12-2025 Special Commission Meeting – Budget
 - Minutes: 08-19-2025 Commission Meeting
 - Minutes: 08-26-2025 Special Commission Meeting - Budget
- Public Comment:
- Cedar Key Water & Sewer District: General Managers Report
- Non-Government Organizations
 - Lion’s Club:
 - 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:
- Important Dates:
 - November 24, 2025 – Christmas Tree Assembly in the Park (8:30 am)
 - November 27, 2025 – 5K Turkey Trot (8:00 am)
 - November 28, 2025 – Christmas Parade and Tree Lighting (6:00/7:00 pm)
 - December 04, 2025 – CRA Meeting
 - December 06, 2025 – Christmas Market on Dock Street (10:00 am-4:00 pm)
 - December 15, 2025 – Santa in the Park
- **ACTION ITEM: Approval** to close Dock Street, No Fee, Open Container, and plan specifics for Dock Street Christmas Festival.
- **ACTION ITEM: Approval** to put mural/artwork on retaining wall next to Cedar Key Bakery (some examples included for consideration).
- **ACTION ITEM: Approval of** Nick Roney assuming of Cedar Key Boat Rentals and Island Tours lease for Inner Deck A and Marina Slip # 23
- **ACTION ITEM: Approval** to accept the Community Planning and Technical Assistance (CPTA) grant money (\$75,000) and release an RFQ for contractor planning and technical assistance support



City of Cedar Key
Commission Meeting Agenda
809 6th Street
November 18, 2025

- **ACTION ITEM: Approval** to respond to Request for Proposal (RFP) No. RFP-2026-10040 for “ETIPP Cohort 5 Strategic Energy Planning Track Community Support” which sets up a subcontract with the city (worth \$20,000) to participate in study (See Statement of Work for details)
- **ACTION ITEM:** Status of Code Compliance, possible resolution of Lis Pendens, pending sale requiring clear title to proceed
 - Soldatos - Possible commission action item regarding path forward to closing of sale
 - Dodds - Separate any fines from the lawsuit to be able to release the Lis Pendens to supply clear title to move forward to close the sale after contract demo work is completed to satisfy the city.
- Public Works:
- Public Safety:
 - Fire Department/Emergency Management –
 - Police Department –
- Attorney Items:
 - **ACTION ITEM:** Quasi-Judicial Hearing: Development Review – Change of Use Application (2025-16) – 12050 SR 24 (Low Key Hideaway)
 - **ACTION ITEM:** Quasi-Judicial Hearing: Development Review Application (2025-06) – 409 1st Street (New Steamers Clam Bar & Grill)
- Clerk’s Office and Administration:
 - **ACTION ITEM: Approve Resolution No. 503** - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA AMENDING THE 2024-2025 BUDGET TO INCREASE THE BUDGETED APPROPRIATIONS OF A FUND WITHIN THE CITY BUDGET
 - **ACTION ITEM: Approval** City of Cedar Key attorney to research, and submit for approval, modifications to current city law to ensure that city requirements do not exceed the requirements set forth in state statute for golf carts, bikes, e-bikes, etc.
- Discussion Items:
 - Mayor’s Notes/Actions: Monthly Activities
 - Code Enforcement
 - 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
 - Commissioners Concerns/Information:
- Meeting Adjourned _____PM

City of Cedar Key
Special Commission Meeting - 2025-2026 Budget Minutes
July 22, 2025
5:00 p.m.

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision of the Cedar Key Commission concerning 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. Persons 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.

Special Commission Meeting - 2025-2026 Budget Meeting

1.) Call to Order by Mayor Webb.

2.) Roll Call:

Jolie Davis, Commissioner Seat 1
Jim Wortham, Commissioner Seat 3
Sue Colson, Commissioner Seat 5

Nancy Sera, Commissioner Seat 2
Jeff Webb, Commissioner Seat 4

3.) FY2025-26 Budget worksheet(s) – review/discussion.

- ❖ Commissioner Salaries: Mayor/Commissioner Webb, Commissioner Wortham, and Commissioner Beckham voluntarily chose not to take their salary for the 2025-2026 budget year.
- ❖ COLA Adjustment: 2.5% Cost of Living Increase for all the City staff, with 3 Commissioners in support of the increase.
- ❖ Health Insurance: Shifted from 100% City-funded to an 80/20 split, where employees will pay 20%.
- ❖ Public Works: Cut their operating supplies by \$1,000.00
- ❖ Police Department: Kept current full-time staffing, made cuts to supplies, overtime, and maintenance; incentive pay adjusted.
- ❖ Fire Department: Put large equipment purchases on hold, relying on reserves if needed.

- ❖ Building Department: There was discussion about reviewing and potentially increasing permit fees so that they more accurately cover inspection and administrative costs.
- ❖ Added a Budget Line of \$1,000.00 to help pay for City events, with 3 Commissioners in support.
- ❖ Commissioners discussed increasing the daily launch pass, non-resident launch passes, and monthly rental rates for the marina. The Commission discussed discontinuing monthly boat slip rentals and offering slips for daily and weekend rentals, with rates to be established based on each slip's location.

4). Millage Rate(s) - review/discussion.

- ❖ Commissioners set the Preliminary Millage Rate at 5.4%. **Motion by Commissioner Davis to set the Preliminary Millage Rate at 5.4% Seconded by Commissioner Wortham. Motion Carries Unanimously.**

Adjourned at 6:58 p.m.

Mayor Webb/Commissioner

Attest, Prepared by Heather Lang

City of Cedar Key
Commission Workshop Minutes
July 29, 2025
5:00 p.m.

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision of the Cedar Key Commission concerning 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. Persons with disabilities requiring accommodations to participate in the meeting should contact the City Clerk at (352) 543-5132 at least 48 hours in advance to request accommodations.

Commission Workshop

- 1.) Call to Order
- 2.) Review of why we are holding this workshop, ethical duties, and relevant focus issues
- 3.) Identify department problems and challenges needing to be addressed in both departments. Jennifer Sylvester, Building Clerk and Interim Clerk, has requested that she not continue in her role as Interim Clerk.
- 4.) Review of Building Department issues identified in the workshop and previously identified Clerk Department issues. The Commission reviewed ongoing problems in the Building Department, including delayed permits, citizen communication, and a lack of automation. The Commissioners compared Cedar Key's permitting process to that of other Florida municipalities' post-hurricane recovery efforts, and Automation and software-based permit tracking were discussed as potential solutions.
- 5.) Commission Concerns **Bring to workshop or provide ahead of time
- 6.) Quick look at duties and responsibilities per employee with the New Clerk hire to gain perspective. Several commissioners emphasized the need for mandatory QuickBooks and clerk certification training, which was previously budgeted but not completed. Staff training should occur during work hours and be treated as part of professional development and cross-training was identified as critical for continuity of service during absences or emergencies. Discussed employees paying a percentage of their insurance.
- 7.) Automation Discussion: CivicPlus automation software was proposed for permit management, record access, and citizen transparency the first-year cost: \$21,450;

subsequent annual cost: \$11,963 (for licensing and support). The system includes staff training, data migration, and ongoing technical support.

8.) Public Comment **Available throughout the workshop. Public comments, Commissioners discussed.

Adjourned at 7:00 p.m.

Mayor Webb/Commissioner

Attest, Prepared by Heather Lang

City of Cedar Key
Special Commission Meeting – FY2025-2026 Budget Minutes
August 12, 2025
5:00 p.m.

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision of the Cedar Key Commission concerning 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. Persons with disabilities requiring accommodations to participate in the meeting should contact the City Clerk at (352) 543-5132 at least 48 hours in advance to request accommodations.

Special Commission Meeting – FY2025-2026

1.) Call to Order/Roll Call:

Jolie Davis	Nancy Sera, Commissioner Seat 2
<i>Jim Wortham, not present</i>	Jeff Webb, Commissioner Seat 4
Mel Beckham	

2.) Pledge of Allegiance

3.) FY2025-26 Budget worksheet(s) – review/discussion.

Admin IT, Line Item 513.520 - Commissioners unanimously agreed to add \$5,000.00 for new computers.

Executive Finance, Line Item 513.000 – Commissioners discussed the employees paying a portion of their health insurance and COLA increases.

Commissioner Davis requested a 4% raise for Public Works.

The Commissioners discussed the Clerk’s vehicle insurance

❖ **Commissioner Webb Motioned to do a 5% Cost Share with a 2.5% Cost of Living Increase. Seconded by Commissioner Beckham.**

Roll Call Vote:

Commissioner Sera: Yes
Commissioner Webb: Yes
Commissioner Beckham: Yes
Commissioner Davis: No

- ❖ **Commissioner Davis Motioned to give a 4% Raise to Public Works Department. Seconded by Commissioner Webb. Motion Carries Unanimously.**
- ❖ **Commissioner Davis Motioned That the City Approve Payment of the Second Half of the Website Redesign Cost in the Approximate Amount of \$1,800.00. Seconded By Commissioner Sera. Motion Carries Unanimously.**
- ❖ **Commissioner Davis Motioned to Use the Existing Clerk Training Funds for QuickBooks Certification for Heather Lang. Seconded by Commissioner Sera. Motion Carried Unanimously.**

4.) Millage Rate(s) - review/discussion: Commissioners discussed the Millage Rate and set the approximate Millage Rate at 4.7690%

5.) Action Item: Decision on City Clerk Position – Michael Teninty:

The Commission continued deliberations on appointing a new City Clerk, focusing on finalist Michael Teninty.

Commissioners discussed his extraordinary skills, leadership experience, policy background, very hard work ethic, professionalism, ability to function at an extremely high level, and communication skills. He will soon be certified as a clerk, making him an exceptional candidate. His military service was noted as a foundation for respect and team management.

Despite his strengths, concerns were raised about his limited financial experience, particularly in accounting, which is central to the Clerk's role. Two Commissioners said they would hire him for their own businesses; one Commissioner described him as a high-level player but expressed hesitation due to the position's demands; and if he does move here, they could potentially make the shift.

Public comment questioned whether the position should offer higher pay to attract candidates, emphasized the need for strong financial leadership, and suggested considering Michael for the upcoming Building and Planning position. The public also noted that Michael's described qualities align more with a City Manager role—someone who liaises with the Commission, departments, and the public to maintain leadership and engagement.

Commissioners also discussed the other top candidate, Laura Roberts.

Following a lengthy discussion, the Commission agreed to:

- Defer a final hiring decision until the next regular Commission meeting.

- Allow Mayor Jeff to follow up directly with Michael to speak with him, provide better feedback based on this conversation, and bring this back for formal action at next week's Commission meeting.
- Reconsider other finalists, including Laura Roberts, for possible re-interview.
- Revisit whether the role or pay scale should be adjusted to attract more financially experienced candidates.

Adjourned at 6:58 p.m.

Mayor Webb/Commissioner

Attest, Prepared by Heather Lang

City of Cedar Key
Commission Meeting
August 19, 2025
5:00 p.m.

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Commission Meeting

1. 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

2. ACTION ITEM: Approval of the Meeting Agenda as presented:

❖ **Commissioner Davis Motioned to Approve the Agenda as Presented. Seconded by Commissioner Sera. Motion Carries Unanimously.**

3. ACTION ITEM: Consent Agenda: N/A

4. Public Comment: Commendation for Fire Chief Robert Robinson from City resident, Scott Wright, regarding an event that Chief Robert responded to that occurred after 10 p.m.

5. Cedar Key Water & Sewer District: General Manager's Report – John Rittenhouse

6. Non-Government Organizations

- Lion’s Club: Robert Belair, President, Susan Rosenthal, Chair-Person for the Seafood Festival
- Cedar Key Woman’s Club: No remarks
- Chamber of Commerce: Adam Stites
- Cedar Key Aquaculture Assoc.: No remarks
- Nature Coast Biological Station/NCBS: No remarks
- Cedar Key Arts Center: No remarks
- Cedar Key Non-Profit Organizations: No remarks
- Friends of the Lower Suwannee and Cedar Key National Wildlife Refuge – Tara Barney

7. Discussion: Mayor’s Notes/Actions: Monthly Activities.

- Monthly Activities
- DRAFT Strategic Development Initiatives for Federal Assistance
- US Army Corps of Engineering – DRAFT High Water Mark Signs

8. Discussion: City Clerk Position: The Commission discussed making a decision on the two candidates or reopening the position. The Commission noted that they always have the option to extend the 90-day probationary period, and that Florida is a right-to-work state; there is no contract, and they can fire someone on any day at any time. Public comments.

❖ **Commissioner Sera Motioned to Hire Laura Roberts for the City Clerk Position with a 90-Day Probation and Evaluation. Seconded by Commissioner Webb.**

Roll Call Vote:

- Commissioner Sera: Yes**
- Commissioner Webb: Yes**
- Commissioner Beckham: No**
- Commissioner Wortham: Yes**
- Commissioner Davis: No**

9. ACTION ITEM: Approval of Waiving the Permit Fees for Arts and Seafood Festivals Fees: Commissioners' discussion.

❖ **Commissioner Webb Motioned to Waive the Permit Fees from the City for the Seafood and Arts Festivals, Until the Commission Chooses to Change Them in the Future. Seconded by Commissioner Beckham. Motion Carries Unanimously.**

10. ACTION ITEM: Approval of Revised Mayor Duties – Resolution 493

- ❖ **Commissioner Davis Motioned to Pass the Revised Mayor Duties, Resolution 493 as Written Now. Seconded by Commissioner Wortham. Motion Carries Unanimously.**

11. ACTION ITEM: Approval of Cedar Key Department of Emergency Management: Evacuation, Bridge Closures, Re-Entry Procedures, Safety Personnel, and Re-Entry Team Responsibilities and Duties. Commissioners Discuss. Public Comments.

- ❖ **Commissioner Davis Motioned to Pass the Department of Emergency Management: Evacuation, Bridge Closures, Re-Entry Procedures, Safety Personnel, and Re-Entry Team Responsibilities and Duties as Written. Seconded by Commissioner Sera. Motion Carries Unanimously.**

12. Discussion: Final Review of Cedar Key Police Department Pre-Storm & Post-Storm Responsibilities and Duties. Commissioners Discuss. Public comments. The Commission will bring this back as an Action Item.

13. Discussion: Commissioner Beckham and Tara Barney – Economic Development Plan Update presented by Tara Barney. Commissioners discussed.

14. Important Dates:

- August 26, 2025 – Commission Budget Meeting and CRA Budget Meeting
- August 27, 2025 – CDBG Grant Meeting
- 09-03-2025 - CDBG Grant Meeting
- September 10, 2025 – Tentative Final Budget and Tentative Millage Rate (5:01 p.m.)
- September 16, 2025 – Regular Commission Meeting (5 p.m.)
- September 20, 2025 – Coastal Clean-up
- September 24, 2025 – Final Budget and Millage Rate (5:01 p.m.)

15. 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

❖ **Commissioner Davis Motioned to Approve Ordinance 559 as read. Seconded by Commissioner Wortham. Discussion. Motion Carries Unanimously.**

➤ 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

❖ **Commissioner Davis Motioned to Approve Ordinance No. 560. Seconded by Commissioner Wortham. Motion Carries Unanimously.**

➤ ACTION ITEM: Approval of Joinder Option Agreements (Gulf Avenue Project)

- Giles Option Agreement
- HR Option Agreement
- Grant Agreement – Development and Maintenance

❖ **Commissioner Davis Motioned to Approve the Two Joinder Agreements. Seconded by Commissioner Webb. Discussion. Motion Carries Unanimously.**

16. Clerk's Office and Administration:

- Request for Annexation – Bryan & Darlene Skarupski (13351 SW Airport Rd). The commission gave its consensus to proceed.
- Update - Dixie County Interlocal Agreement for Fire Inspection Services, working on Interlocal with Williston.

17. Public Works: No remarks.

18. Public Safety:

- Fire Department/Emergency Management – No remarks.
- Police Department – Edwin Jenkins said that the Alachua County Sheriff's Department has donated a vehicle to replace our vehicle that was totaled in a wreck.

❖ Commissioner Wortham Motioned to Approve the Acceptance of the Donated Vehicle from Alachua County. Seconded by Commissioner Beckham. Motion Carries Unanimously.

19. Discussion: Commissioner Focus Areas:

- Environmental and Shoreline Restoration/Protection – Commissioner Wortham discussed his meetings and an update on the grants.
- City Processes and Process Improvement – Jolie Davis discussed CivicPlus.
- Financial and Economic Development – Commissioner Beckham discussed the properties identified as unsafe and/or with code violations and the enforcement options and cost to utilize JPI.
- Public Relations and Community Engagement – Commissioner Sera discussed her status with meeting with the other businesses on Dock Street and plan the festival.

20. Discussion: Commissioners Concerns/Information:

Adjourned at 7:20 p.m.

Mayor Webb/Commissioner

Attest, Prepared by Heather Lang

City of Cedar Key
Special Commission Meeting FY 2025-2026 Budget
August 26, 2025
5:00 p.m.

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Special Commission Meeting FY 2025-2026 Budget

1. Call to Order

• Roll Call:

Jolie Davis, Commissioner Seat 1

Jim Wortham, Commissioner – Not present

Mel Beckham, Commissioner Seat 5

Nancy Sera, Commissioner Seat 2

Jeff Webb, Commissioner Seat 4

2. FY2025-26 Budget worksheet(s) – review/discussion. Commissioners discussed. Public comments. Three of the Commissioners chose to eliminate their salaries for the year to balance the budget. The City has a \$26,000 surplus, and it was recommended that the Commissioners revoke the elimination of their salaries and restore them to their previous rates for Commissioners Webb, Beckham, and Wortham (not present).

3. Millage Rate(s) - review/discussion. Ad Valorem Tax is based on a millage rate of 4.7684.

4. Meetings:

- 08/27/2025 CDBG DR Grant Meeting
- 09/10/2025 Tentative Final Budget & Millage Hearing
- 09/10/2025 Community Redevelopment Agency Meeting (CRA)
- 09/24/2025 Final Budget and Millage Rate Hearing

Adjourned at 5:26 p.m.

Mayor Webb/Commissioner

Attest, Prepared by Heather Lang

CKWSD General Manager's Report 11.10.25

FRWA Asset Management/Rate Study Presentation: Representatives from the Florida Rural Water Association will present Asset Management Plans for our water and sewer systems along with a Rate Study conducted during the same process. I have attached replacement pages 19, 20, and 21 in the water plan and replacement pages for the financials located at the end of both plans (they are the same for both). The numbers in the financials reflect a more positive outlook than previously after I was able to show FRWA we were not in the red for FY2025. I have also attached resolutions for the both plans.

2026 Legislative Request: As we discussed at the previous Board meeting, I am recommending our 2026 Legislative Request be a utilitarian building erected at our Well Site. We have multiple grant requests for the reconstruction/rehabilitation of both water and sewer plants, so I think we should consider future possibilities in relation to the W3C. If the W3C brings a potable water pipeline to CKWSD, a 2400 SF building could house repumping and chlorination equipment. If the pipeline is not achieved, the building could be a starting point for us to develop some type of water treatment facility out of the flood zone. If nothing else, we could build in a small temporary office and house capitalized equipment we and our mutual aid partners need during storm recovery. The attached building example is a building designed by Mittauer to house the water plant at Fowlers Bluff. The Opinion of Probable Cost from CPH Engineers is \$1,770,000.00. This amount includes a 30% contingency due to the volatility in construction bids.

FDEP LPA0260 Lift Station Rehabilitation Grant Phases II: I had intended to present a proposal to advertise for bid Phase II at this meeting but I am going to pull it until the 17th. Some of the figures are higher than expected and I want to make sure I can explain it to you properly. I will also need to get with Commerce because we may be pulling funds from two different pots.

Florida Commerce L0283 Lift Station Rehabilitation Grant Phase III: We are at the 60% design mark. I am going to slow this phase down a little until I see what Phase II will cost.

Water Tower Painting Update: Project is complete. We are working with the contractor to remove the overspray on cars parked at the school. A professional "overspray elimination team" is scheduled to arrive Saturday, November 8th.

Nextower Water Tower Lease Proposal: The owner of Nextower contacted me with a verbal proposal to bring other telephone communications companies on to the Water Tower. Under the proposal, Nextower would be the leasing agent for the tower and will bring in other telephone providers. As you know, our current Nextower contract does not allow other communication companies to co-locate on the tower. Under the verbal proposal, Nextower will relinquish it's no compete clause in order to receive the right to share rental income with the District. It's a little hard to explain in writing.

Financial Reports: October marked the first month of the Fiscal Year and based on easy math, we should be at 8.3% of budget. Water and sewer revenue came in a tad lower at 8% of budget. Obviously, we have not received collected Ad Valorem taxes yet. Expense wise, you can see a couple of items are above budget because we made the purchase in one installment. These numbers should reflect more evenly over time. Payroll came in at 9.4% due to 5 pay periods in October.

Waccasassa Water and Wastewater Cooperative Report: I have attached a markup for the Implementation Agreement submitted by Commissioner Ferguson. You should have some companion documents from Evan also.

Bill Adjustment Requests: We have one Bill Adjustment Request and it meets the Board's criteria. We also a request attached from a customer designated as a Large User asking to be changed to a Small User.

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

Submitted By: Nancy Sera

Meeting Date: 11/18/2025

Subject: Dock Street Christmas Festival

Discussion: Approvals to close Dock Street, No Fee, Open Container,
and plan specifics,

Fiscal Impact:

Attachments: Cedar Key Law 2.02.06 Open Container, Event Form and
Flyer

**Possible Commission Action: Approval of Festival, Closing of Street,
No Fee, Plan specifics**

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 363)

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	
<input type="checkbox"/> Return Deposit in Full	<input type="checkbox"/> Return Partial Deposit: Amount of Refund _____
<input type="checkbox"/> 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.



Dock Street CHRISTMAS MARKET

JOIN US FOR A LIVELY STREET FESTIVAL FEATURING ARTS AND CRAFTS VENDORS, FESTIVE HOLIDAY CHEER AND FUN ACTIVITIES FOR THE WHOLE FAMILY!

SATURDAY, DECEMBER 6TH, 2025 10AM-4PM

HOSTED BY DOCK STREET BUSINESSES



SALINITY
AT CEDAR KEY



LIAM & MADI'S BEER, WINE & SPIRITS
ISLAND ARTS & FEATURED LOCAL ARTISTS



LAWS OF CEDAR KEY-CHAPTER TWO GENERAL ORDINANCES

2.02.06. Open Containers

It shall be unlawful for any person to consume, or have in his or her possession any alcoholic beverage in any open container on any public

street, thoroughfare, sidewalk, or on any publicly owned parking facility in the City, nor shall any person consume or have in his or her possession any alcoholic beverage in an open container on any private property, except as a lawful guest and with consent of the owner or person in charge of such private property.

(History: Ord. Nos. 27, 133, 219, 257)

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

Submitted By: JR Sellars (CK Bakery)

Meeting Date: Tuesday November 18, 2025

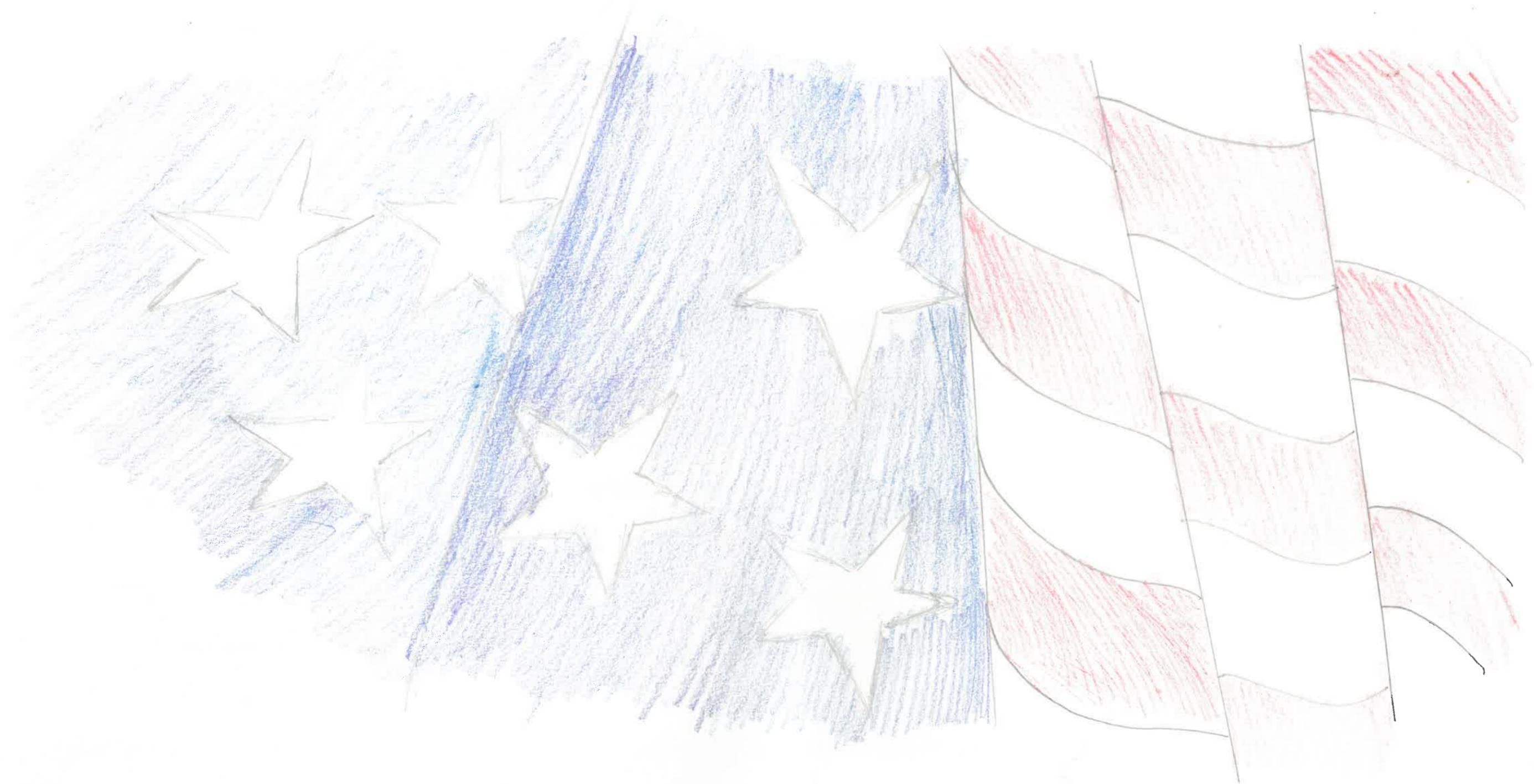
Subject: Retaining Wall Artwork

Discussion: Artist's design drafts for possible consideration.

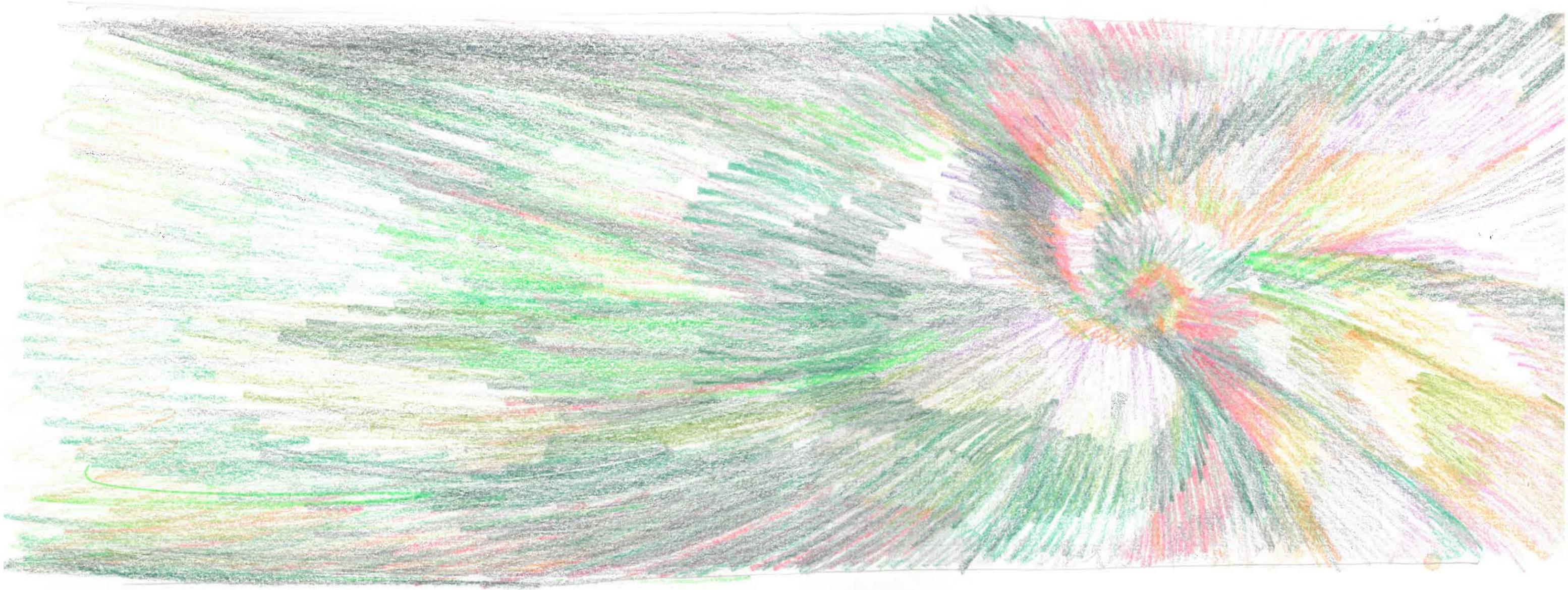
Fiscal Impact:

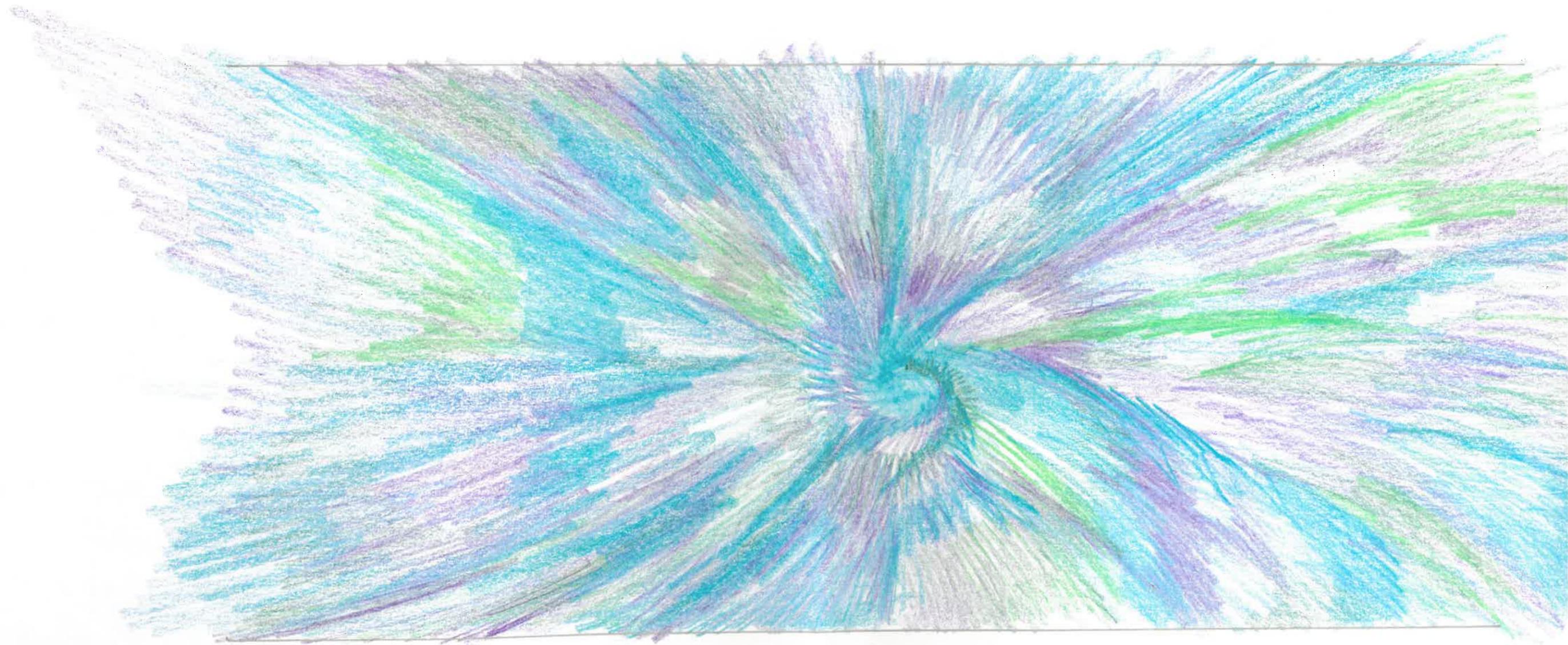
Attachments: Design drafts for consideration.

Possible Commission Action: Approval for further consideration of artwork being installed on retaining wall.









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

Submitted By: Nick Roney

Meeting Date: Tuesday November 18, 2025

Subject: Taking over lease for Inner Deck A and Marina Slip # 23

Discussion: Purchasing Cedar Key Boat Rentals and Island Tours

Fiscal Impact: The current rate for Deck A, of \$285.00 will continue through January 27, 2026. Should the lease conclude prior to that date, the rate will adjust to \$327.81 per month effective November 1, 2025.

Attachments:

Possible Commission Action: Approval for assumption of lease and slip

COMMERCIAL LEASE AGREEMENT INNER MARINA DECK

THIS LEASE is made as of the 27 day of January, 2025, by and between the City of Cedar Key, Florida, (hereinafter "Lessor"), whose mailing address is PO Box 339, Cedar Key, Florida 32625 and Cedar Key Boat Rentals & Island Tours (hereinafter "Lessee"), whose mailing address is 1931 SW 122nd Ct, Cedar Key, FL.

SECTION 1: PREMISES

- A. Lessor agrees to lease to Lessee the premises consisting of approximately 216 square feet as indicated in Attachment A of this Lease as Inner Marina Deck Space A (hereinafter "Leased Premises").
- B. No activities of Lessee shall extend beyond the boundaries of the Leased Premises, including, but not limited to, posting signs, storing materials, parking business vehicles, and erection of tents or other temporary structures.

SECTION 2. VEHICLE PARKING

Lessor will not reserve any parking spaces for Lessee.

SECTION 3. USE OF PREMISES

- A. Lessee shall use the Leased Premises only for business purposes authorized by this Lease. An authorized business purpose under this Lease means conducting a business that is open to the public for guided boat tours, charter fishing, boat rentals, kayak rentals, and sales of promotional products such as hats or t-shirts with the business logo on them. Except as provided in Paragraph 10 below, all aspects of the business must be conducted within the Leased Premises.
- B. Lessee may not use the Leased Premises to rent personal watercraft (a.k.a. jet skis) or airboats.
- C. Lessee shall not allow the Leased Premises to be used for any other purpose or in any other way without the written consent of Lessor.
- D. Lessee shall at all times maintain the Leased Premises in a clean, neat and safe condition.
- E. If Lessee operates a tour service, Lessee is responsible for obtaining any necessary authorization from the U.S. Department of the Interior to visit certain sites within the National Seashore such as the lighthouse on Seahorse Key.

SECTION 4. TERM

The term of this lease shall be for a two-year period commencing at signing and ending at midnight on _____, 2026.

SECTION 5. OPTION TO RENEW

Lessee may renew this Lease for a period of one year after expiration of its original term, on the same terms as this Lease, with the exception that rent may increase as approved by the City Commission. Lessee shall give Lessor written notice of Lessee's exercise of this option at least sixty (60) days prior to the expiration of this lease.

SECTION 6. RENT

- A. Lessee agrees that it will pay to Lessor rent for the use of the Leased Premises the sum of \$285.00 per month.
- B. The monthly rent is payable in advance on the first day of each month during the term of the Lease and shall be payable at City Hall, City of Cedar Key, Florida. A late fee in the amount of \$20.00 shall be added to any rent payment received by the City after the 10th day of the month. If Lessor does not receive Lessee's payment within thirty (30) days of the due date, Lessee shall be in default. In the event of such default, Lessor shall provide Lessee with written notice of default by certified mail, return receipt requested, and inform Lessee that payment must be made within fifteen (15) days of the receipt of notice. Such default may be handled as provided for in paragraph 22.
- C. Lessee shall pay any tax now or hereafter levied on said rent.

SECTION 7. SECURITY DEPOSIT

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

SECTION 8. TERMINATION

Prior to the end of the term as set forth in Sections 4 & 5, above, Lessor may only terminate this Lease and the tenancy hereby granted due to a default by Lessee, in accordance with the procedures set forth in Section 23, below. Lessee may terminate by providing Lessor with ninety (90) days written notice.

SECTION 9. COMPLIANCE WITH LAWS

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

SECTION 10. USE OF CEDAR KEY MARINA-INSIDE

Lessee shall obtain a separate floating dock slip lease for the purpose of safely loading and unloading passengers.

SECTION 11. GARBAGE SERVICE

Lessor shall provide a common receptacle for garbage for all Inside Marina Deck Lessees.

SECTION 12. PETS

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

SECTION 13. SIGNS

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

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

SECTION 14. PERMANENT STRUCTURES PROHIBITED; DAMAGES TO DECK

- A. Lessee shall not may not make any permanent structural changes, alternation, or additions to the Leased Premises, nor place or affix any permanent improvements on the leased premises. All property placed on the leased premises must be temporary and movable. In the event of an impending storm, all property placed on the Leased Premises shall be removed by the Lessee.
- B. In the event that a storm damages the permanent deck underlying the Leased Premises, Lessor shall repair or rebuild same. Rent shall be abated during the time required for said repairs.

SECTION 15. MARINA EVACUTAIONS.

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

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

SECTION 16. DEBRIS REMOVAL AND DISPOSAL.

Lessee shall be responsible for keeping the Leased Premises and surrounding waters clean of all debris whether or not the debris was caused by natural events or by acts of third parties. If Lessee fails to remove the debris within five days, Lessor reserves the right to remove and dispose of such debris and to charge Lessee a reasonable fee for the removal and disposal.

SECTION 17. LIABILITY FOR DEFECTS.

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

SECTION 18. INSURANCE.

- A. Lessor and Lessee shall obtain all insurance policies that the respective parties are required to keep and maintain in force from good and solvent insurance companies.
- B. To secure the indemnity under Section 21, below, Lessee agrees that it will, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of commercial general liability and personal injury liability insurance, written by one or more responsible insurance carriers against liability for injury to or death of persons or loss or damage to their property occurring in or about the Leased Premises. The policy of liability insurance shall name the Lessor as an additional insured. The minimum amount of required coverage shall be three hundred thousand dollars (\$300,000.00) per occurrence. Lessee shall provide the City Clerk with proof of such coverage and shall have the City of Cedar Key named as an additional insured on such policies.
- C. Lessee agrees to maintain and keep in force all employees compensation insurance required under the laws of the State of Florida, and such other insurance as may be necessary to protect Lessor against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to the execution of this agreement.
- D. Should Lessee fail to obtain and pay for any insurance required by this Lease, Lessor may pay such premiums for Lessee. In the event that Lessor pays any insurance premiums for Lessee, Lessor may immediately demand that Lessee reimburse Lessor the full amount of any premiums paid by Lessor. Lessee's failure to pay same on demand shall constitute a default of this lease.

SECTION 19. TRANSFER OR PLEDGE OR LEASEHOLD INTEREST

Lessee must obtain Lessor's written consent before Lessee may assign this lease or any interest therein, or sublet the Leased Premises or any part thereof, or license the use of all or any portion of the Leased Premises or business conducted therein or thereon, or encumber or hypothecate this lease. Any assignment, subletting, licensing, encumbering, or hypothecating of this Lease without such prior written consent shall, at the opinion of Lessor, terminate this lease.

SECTION 20. SURRENDER OF PREMISES

At the termination of this lease, Lessee shall vacate the Leased Premises in as good a condition as they are in at the time of entry thereon by Lessee, except for reasonable use and wear thereof. Upon vacating, Lessee shall leave the Leased Premises free and clear of all rubbish, debris and personal property.

SECTION 21. INDEMNIFICATION OF LESSOR

Lessee hereby covenants and agrees at all times to indemnify Lessor and the Leased Premises against any cost, liability or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the Leased Premises, parking area, or common facilities by Lessee or any person or persons holding under Lessee, and shall indemnify Lessor against any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance by Lessee of any person or persons holding under Lessee, and against any costs, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee.

SECTION 22. LESSOR'S RIGHT OF INSPECTION

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

SECTION 23. DEFAULT

- A. If Lessee fails to promptly perform any obligation under this Lease, or abandons the Leased Premises, Lessor shall provide notice to Lessee in writing specifying the nature of the breach. Lessee shall have fifteen (15) days from receipt of the notice to cure the breach. If Lessee fails to cure the breach, or the breach is incurable within fifteen (15) days, Lessee shall be in default, upon which the Lessor may terminate this Lease. The default provisions in this Lease shall be administered by the City Public Works Director.
- B. Notwithstanding any provision as to notice contained in this Lease, if in Lessor's judgment the continuance of any default by Lessee, other than for the payment of money, for the full period of the notice otherwise provided for will jeopardize the premises or the rights of Lessor, Lessor may, without notice, elect to perform those acts in respect of which Lessee is in default, at Lessee's expense, and Lessee shall thereupon reimburse Lessor, with interest at the highest rate allowed by law, on ten (10) days' notice by Lessor to Lessee.
- C. Each and all of the remedies given to Lessor in this lease or by law are cumulative, and the exercise of one right or remedy by Lessor shall not impair its right to exercise any other right or remedy.
- D. On any payment made by Lessor for the benefit of Lessee, Lessee shall repay Lessor as provided herein, together with interest at an annualized interest rate of ten percent (10%).
- E. In the event of Lessee's default, Lessee waives all claim or demand for damages that may be caused by Lessor in re-entering and taking possession of the Leased Premises, and all

claim or demand for damages which may result from the destruction of or injury to the premises, and all claim or demand for damages or loss of property belonging to Lessee or to any other person, firm, or corporation as may be in or on the premises at the time of such re-entry.

SECTION 24. HOLDING OVER

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

SECTION 25. WAIVER

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

SECTION 26. TIME OF THE ESSENCE

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

SECTION 27. COST AND ATTORNEY'S FEES

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

SECTION 28. HEADINGS FOR CONVENIENCE ONLY

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

SECTION 29. AMENDMENTS TO BE IN WRITING

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

SECTION 30. NOTICES

- A. All notices or demands of any kind that Lessor may be required or may desire to serve on Lessee under term of this lease may be served on Lessee, as an alternative to personal service, by leaving a copy of such demand or notice addressed to Lessee, or by mailing a copy thereof by registered or certified mail, postage prepaid, addressed to Lessee, at the Leased Premises or at such other address or addresses as Lessee may from time to time be designated in writing to Lessor. Service shall be deemed complete at the time of the leaving of such notice as aforesaid or within three (3) days after mailing of same.
- B. Any and all notices or demands from Lessee or Lessor may be similarly served upon Lessor at City Hall, City of Cedar Key, Florida, or at such other address as Lessor may in writing designate to Lessee.

SECTION 31. RECORDING

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

Executed on this 27 day of January, 2025.

LESSOR, CITY OF CEDAR KEY, FLORIDA
P. O. BOX 339
CEDAR KEY, FLORIDA 32625

LESSOR:

Signed: Sue Colson
Sue Colson, Mayor

WITNESS:

Signed: Heather Lang
Printed: Heather Lang

LESSEE:

Joseph Slaughter Candy Slaughter
Cedar Key Boat Rentals + Island Tours

GUARANTY:

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

Signed: Joseph Slaughter
Candy Slaughter

WITNESS:

Signed: Heather Lang
Printed: Heather Lang

**COMMERCIAL LEASE AGREEMENT
CITY OF CEDAR KEY MARINA – INSIDE**

This Lease is made as of the 27 day of January, 2025 by and between the City of Cedar Key, Florida (“Lessor”) and Cedar Key Boat Rentals - Jeffery J. Junt (“Lessee”).

1. PREMISES

Lessor agrees to lease to Lessee the premises marked as slip number 23 on the attached diagram of the Cedar Key Marina – Inside (“marina”), together with a launch pass for the vessel described in the following section.

2. VESSELS

Only the following vessel may be moored at the leased premises:

Vessel Description: ~~26' Deck Cat~~ 26' Deck Cat # 23
20' Boston # 22

Registration: FL16104 FH FL3790 MJ

A. The City Clerk or designee determines that the vessel described above is is not a vessel for hire.

B. Mooring any vessel other than the one described above is a violation of this lease.

3. TERM

The term of this lease shall be month to month commencing at 12:01 am on the 1st day of February, 2025.

4. RENT

A. The Lessee shall pay Lessor \$ 64.20 per month for the use of the leased premises and the launch pass. Lessee shall pay any tax now or hereafter levied on said rent.

B. The monthly payments are payable in advance on the first day of each month during the term of the lease at City Hall, 809 6th St. Cedar Key, Florida 32625, If Lessee’s payment is not received by Lessor within ten (10) days of the due date, the delinquency shall constitute a late charge of \$20.00 to be added to the rent. In the event of such default, the Lessor shall provide Lessee with written notice of default by certified mail, return receipt requested, and inform Lessee that payment must be made within five (5) day of receipt of notice. In the event said required payment is not made within five (5) days, Lessor may immediately terminate the lease.

C. Lessee shall pay a late charge of 5% of the payment due on all payments received more than five (5) days after payment is due.

5. SECURITY DEPOSIT

Lessee, concurrently with the execution of this lease, has deposited with Lessor an amount equivalent to one month’s rent, i.e. \$ on record, the receipt of which is hereby

acknowledged by Lessor as security for the payment by Lessee of the rents herein agreed to be paid by Lessee and for the faithful performance by Lessee of the terms and covenants of this lease. Lessor shall not be required to pay Lessee any interest on said security deposit.

6. TERMINATION

This lease may be terminated at any time by either party, effective at the end of the current month, upon not less than fifteen (15) days written notice prior to the end of the current month.

7. COMPLIANCE WITH LAWS

A. Lessee shall not conduct, or permit, any activity or use which violates any law, regulation, or requirement of any governmental authority now in force or which may hereafter be in force, or which violates or will make void or inoperative any policy of insurance held by Lessor.

B. Lessee shall comply with all ordinances of the City of Cedar Key, particularly Chapter 2, §4.00.00, OPERATION OF MUNICIPAL MARINA, Laws of Cedar Key.

8. REPAIRS

Lessee shall be responsible to make all repairs and replacements necessary to repair any damage to the docks, seawalls, or other facilities in the vicinity of the leased premises caused by the Lessee or Lessee's vessel.

9. DEFECTS; DEFECTIVE CONDITION; WIND; ACTS OF THIRD PERSONS

Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by any defect of the docking or other facilities on the leased premises.

10. INDEMNIFICATION OF LESSOR

Lessee hereby covenants and agrees at all times to defend and indemnify Lessor against any cost, liability, or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the leased premises, parking area, or common facilities by Lessee or any person or persons holding under Lessee, and shall defend and indemnify Lessor against any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance by Lessee or any person or persons holding under Lessee, and against any cost, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee.

11. INSURANCE

If Lessee uses the slip for vessel for hire, Lessee shall, at all times during the term of this lease, maintain in force liability insurance coverage naming the City as an additional insured, with the minimum amount of required insurance of \$300,000 per occurrence.

12. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST OR VESSELS

A. Lessee shall not assign this lease or any interest herein, or sublet the leased premises or any part thereof, or license the use of all or any portion of the leased premises or business conducted therein or thereon, or encumber or hypothecate this lease.

B. This lease is made between Lessor and Lessee and rights created herein do not run with the ownership of the vessel described in section 2. Transfer of the vessel described in section 2 shall, at the option of the Lessor, terminate this lease.

13. DEFAULT

A. If: (i) the rent or other charges to be paid hereunder by Lessee, or any part thereof, are not paid when due; or (ii) Lessee shall fail to promptly perform any other covenant, condition, or agreement by it to be performed hereunder and such failure shall continue for a period of ten (10) days after notice in writing specifying the nature of such failure, or if Lessee abandons the leased premises; or (iii) Lessee breaches any obligation under this lease by it to be performed which cannot be cured; then and in any such event, Lessee shall be deemed to be in default.

Thereupon, Lessor, without further notice, may at its option re-enter and take possession of the leased premises by force, legal proceedings, or otherwise. Lessor may, at its option, without further notice, terminate this lease and any and all interest of Lessee hereunder.

B. Each and all of the remedies given to Lessor in this lease or by law are cumulative, and the exercise of one right or remedy by Lessor shall not impair its right to exercise any other right or remedy. On any payment made by Lessor for the benefit of Lessee, Lessee shall repay Lessor as provided herein, together with interest at the highest rate allowed by law.

C. Lessee hereby waives all claim or demand for damages that may be caused by Lessor in reentering and taking possession of the premises herein leased as hereinbefore provided and all claim or demand for damages which may result from the destruction of or injury to the premises and all claim or demand for damages or loss of property belonging to Lessee or to any other person, firm, or corporation as may be in or on the premises at the time of such re-entry.

D. Lessee hereby authorizes Lessor to sell the vessel described herein at a non-judicial sale in the event of non-payment of rent for a period of six (6) months, pursuant to Florida Statute, Section 328.17. The Lessor shall send written notice to Lessee, by certified or registered mail, return receipt requested, to the address of Lessee at least (30) days prior to sale.

14. WAIVER

Nothing contained in this agreement shall be construed as waiving any of Lessor's rights under the laws of the State of Florida. No waiver of any breach or breaches of any provision, covenant, or condition of this lease by Lessor shall be construed to be waiver of any preceding or succeeding breach of such provision, covenant, or condition or of any other provision, covenant or condition.

15. TIME OF THE ESSENCE

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

16. COSTS AND ATTORNEY'S FEES

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

17. AMENDMENTS TO BE IN WRITING

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

18. NOTICES

A. All notices or demands of any kind that Lessor may be required or may desire to serve on Lessee under the terms of this lease may be served on Lessee, as an alternative to personal service, by leaving a copy of such demand or notice addressed to Lessee at, or by mailing a copy thereof by registered or certified mail, postage prepaid, addressed to Lessee at the leased premises or at such other address or addresses as may from time to time be designated by Lessee in writing to Lessor. Service shall be deemed complete at the time of the leaving of such notice as aforesaid or within three (3) days after mailing of same.

B. Any and all notices or demands from Lessee to Lessor may be similarly served upon Lessor at City Hall, 809 6th St. Cedar Key, Florida 32625, or at such other address as Lessor may in writing designate to Lessee.

EXECUTED on this 27th day of January, 2025.

CITY OF CEDAR KEY, FLORIDA

WITNESS:

Signed: Telicia Winfield

Signed: Heather Lang

Printed: Telicia Winfield

Printed: Heather Lang

Title: Deputy Clerk

LESSEE:

Name: Cedar Key Boat Rentals & Island Tours Phone: 352-278-0065

Address: 6931 SW 122nd Court

City: Cedar Key State: FL Zip: 32625

WITNESS:

Signed: Joseph Slaughter

Signed: Heather Lang

Printed: Joseph Slaughter

Printed: Heather Lang

Candy Slaughter
Candy Slaughter

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

Submitted By: Jeff Webb

Meeting Date: Tuesday November 18, 2025

Subject: Community Planning and Technical Assistance (CPTA) Grant award and Request for Qualifications (RFQ)

Discussion: City of Cedar Key has been awarded \$75,000 for planning and technical assistance to “advance shoreline and infrastructure protection.”

Fiscal Impact: None – this grant requires no matching funds

Attachments: Application Letter and Statement of Work

Possible Commission Action: Approval of acceptance of the CPTA grant money (\$75,000) and the release of an RFQ for contractor planning and technical assistance support

November 4, 2025

The Honorable Jeff Webb
Mayor, City of Cedar Key
PO Box 339
Cedar Key, Florida 32625

Re: State Fiscal Year 2025-2026 Community Planning Technical Assistance Grants

Dear Mayor Webb,

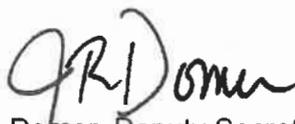
We appreciate your interest in the FloridaCommerce's Community Planning Technical Assistance Grant Program. We are pleased to inform you that your grant proposal to *advance shoreline and infrastructure protection* was selected for funding in the amount up to \$75,000.

FloridaCommerce will provide additional information to finalize the scope of work and complete the grant agreement. For your convenience, we have enclosed a copy of our grant agreement template for you to begin your internal review. Beginning on or after July 1, 2025, any invoice for work specifically related to the grant project will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

Please note that funds awarded may not be used for activities inconsistent with Florida law.

We look forward to our continued partnership, and if you have any questions, please do not hesitate to contact Paola Muir, Regional Planning Administrator, by telephone at 850-717-8471 or by email at Paola.Muir@Commerce.fl.gov.

Sincerely,



Justin Domer, Deputy Secretary
Division of Community Development

JD/ja

Enclosure

cc: Jhazmine Allen, Agreement Manager, FloridaCommerce

Grant Award

Community Planning and Technical Assistance (CPTA)

Grant Value: \$75,000

Marina Resiliency & Shoreline Protection Planning Study

Scope of Work:

TASK I: Report, Compile and Consolidate: Existing Infrastructure Conditions, Site Survey Reviews, Stakeholder Interviews and Inner Marina Use Study

TASK II: Alternatives Analysis & Prioritization: Inner Marina, Shoreline Protection and Wave Energy Attenuation

TASK III: Inner Marina Modernization and Use Enhancement Scenarios (pictures/renderings): Feasibility Study

TASK IV: Dock Street Economic Resiliency Roadmap: Identify existing and potential funding, potential barriers or obstacles, Environmental permitting, and provide Cost Analysis

TASK V: Draft and Final Strategic Plan: Resolution adoption by City Commission

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

Submitted By: Jeff Webb

Meeting Date: Tuesday November 18, 2025

Subject: Energy Technology Innovation Partnership Project (ETIPP) RFP and subcontract coordination

Discussion: City of Cedar Key has been selected to receive strategic energy planning (SEP) in the fifth cohort of the Energy Technology Innovation Partnership Project (ETIPP). The strategic energy planning track of ETIPP will support community engagement and development of near-, mid-, and long-term energy objectives and actions, as well as the underpinning analysis needed to discern your priorities. The ETIPP team estimates the strategic energy planning effort will take approximately six (6) to eight (8) months from the start date.

The Strategic Energy Planning Track is designed for communities to follow a streamlined process that results in a roadmap outlining near- and long-term energy goals. The resulting plan and goals will be informed by ongoing engagement, workshops, and meetings with partners and community representatives. Each ETIPP community in the Strategic Energy Planning Track is provided funding to help support participation in meetings, provide informed feedback, support community member participation in technical assistance, procure consultant support, and/or buy equipment or infrastructure to work toward a final Strategic Energy Plan.

Fiscal Impact: Study will fund \$20,000 to support study. Can be applied to employee or a contracted individual(s) (1099)

Attachments: Request for Proposal (RFP) No. RFP-2026-10040 for “ETIPP Cohort 5 Strategic Energy Planning Track Community Support” and Appendix A Statement of Work (SOW)

Possible Commission Action: Approval to respond to Request for Proposal (RFP) No. RFP-2026-10040 for “ETIPP Cohort 5 Strategic Energy Planning Track Community Support” and accept subcontract (\$20,000) to participate in study (See Statement of Work for details)



November 6, 2025

Jeffrey G. Webb
City of Cedar Key
jwebb@cedarkeyfl.us

Subject: Request for Proposal (RFP) No. RFP-2026-10040 for “ETIPP Cohort 5 Strategic Energy Planning Track Community Support”

Dear Jeffrey:

The National Renewable Energy Laboratory (NREL) invites your submission of a proposal for the subject project in accordance with the requirements and conditions contained in this RFP. It is intended that a firm fixed price type subcontract with a period of performance of execution through 10/31/26 will be awarded based on your response to this RFP.

Please read the following requirements carefully and be sure to include all documents as listed below when submitting your proposal. Unless otherwise indicated, all necessary forms and documents are available to download from NREL’s website at the following addresses:

<https://www.nrel.gov/workingwithus/forms.html>
<https://www.nrel.gov/workingwithus/standard-terms.html>

- The NAICS code for this subcontract is 541990. Small business size standard is \$19.5M annual revenue.
- Indicate either your acceptance, or state any change with reason, of the attached Appendix A - Statement of Work, dated 09/30/25, and sample subcontract.
- Indicate your acceptance of Appendices B-7 and C-3.
- Indicate your acceptance of the period of performance listed above.
- Complete and return a “Fully Burdened Labor Rate and Expense Proposal Form”. In accordance with the instructions on the MS Excel form (see tabs), please be sure to provide a breakout of your price/cost proposal by task to include labor hours, labor rates, a list of materials and equipment, basis of estimate/assumptions for proposed travel, etc. Also include documentation to support all elements of your proposed price/cost, such as quotes from vendors (or past invoices or purchase orders for similar items) for material and equipment, screen shots of airfare and other travel related quotes, proposals from lower-tier subcontractors, audit reports, etc.

To support your proposed fully burdened labor rates, include documentation such as a published rate list or at least three copies of invoices to clients other than NREL. Redactions are acceptable to protect client confidentiality. The backup invoices

must reflect the same or higher rates than those being proposed. If the labor categories being proposed are identified differently in the backup invoices, a brief explanation of the correlation should be included in the response.

Separate lower-tier subcontractors' proposals must be submitted and must include the same level of detail as required for the primary subcontractor.

- Provide a proposed payment schedule for deliverables, taking into consideration the level of effort, and other costs associated with each deliverable.
- Provide completed, signed and dated Representations and Certifications for Subcontracts. Please review the instructions and prescriptions on the appropriate form carefully to ensure the forms are accurately completed. If you have any questions on the appropriate responses, consult your firm's legal counsel.
- In accordance with the "Instructions for Completion of Organizational Conflicts of Interest Statement—Disclosure or Representation Statement", complete EITHER the "Organizational Conflicts of Interest Representation Statement" if no conflicts of interest are anticipated and no disclosures are necessary (i.e. all four boxes can be checked on the form) **OR** the "Organizational Conflicts of Interest Disclosure Statement," if you are aware of a potential conflict of interest and/or all four boxes cannot be checked on the "Organizational Conflicts of Interest Representation Statement", as applicable. If submitting the "Organizational Conflicts of Interest Disclosure Statement," complete the form by including details on the potential conflict.
- It is NREL's standard practice to make all payments to domestic subcontractors via electronic (ACH) payments or to international subcontractors via wire transfers. If your firm hasn't submitted banking information to NREL for electronic payments previously or there have been changes since the information was submitted, please complete and submit the attached "Request for Automated Clearing House (ACH)/Wire Banking Information" (form F1392-E) **and send as a separate attachment*** with your proposal documents. Payments to subcontractors will be deposited directly into the subcontractor's designated bank account in accordance with the banking account/wire transfer information provided by an authorized company representative.
- If your firm has never done business with NREL, please submit an IRS W-9 Form (W-8 Form for foreign subcontractors) **as a separate attachment*** with your proposal.

*Do not combine these documents in a single PDF file with the other proposal submission documents. These documents must be treated as personally identifiable information and controlled separately from solicitation and other procurement file documents.

The following provisions apply to this RFx:

- **Prohibition on use of certain telecommunications and video surveillance services or equipment per the John S. McCain National Defense Authorization Act Section 889(a)(1)(B):**

In accordance with the John S. McCain National Defense Authorization Act Section 889(a)(1)(B), NREL is prohibited from contracting with any offeror that uses, and/or

whose lower-tier subcontractor(s) use, covered telecommunication equipment or services as a substantial or essential component of any system, or as a critical technology of any system, on or after 08/13/2020, unless an exception applies or a waiver is granted. This includes such equipment or services from five Chinese companies: **Huawei, ZTE Corporation, Hytera Communications, Hangzhou Hikvision, and Dahua Technology.**

- **Compliance with Section 508 of the Rehabilitation Act (found at 29 U.S.C. 794d)**

The requirements of Section 508 of the Rehabilitation Act apply to NREL's procurement of all electronic and information technology (EIT) and any development, maintenance, or use of EIT.

Please email your proposal to me by 11/14/25 to the following email address: dana.sack@nrel.gov. Should you have any questions, please contact me via e-mail.

Sincerely,



Dana Sack
Subcontract Administrator

Ecopy: Kelly O'Toole-Leonard, NREL Technical Monitor

APPENDIX A

STATEMENT OF WORK "ETIPP Cohort 5 Strategic Energy Planning Track Community Support"

September 30, 2025

1.0 BACKGROUND

NREL is the U.S. Department of Energy's primary national laboratory for energy systems research and development. As the energy systems laboratory, NREL's unique strength lies in developing and integrating a broad array of energy technologies into robust, resilient systems - bridging foundational research with practical applications to lower energy costs, drive economic growth, bolster national security, and deliver abundant and reliable energy.

The Energy Technology Innovation (ETI) initiative, led by the DOE, offers technical assistance, planning resources, tools, and training to help communities within the U.S. and its territories achieve energy goals related to local resource reliance; institutional, social, and economic resilience; enhanced institutional capacity, and lower energy costs. Through ETI, the DOE and its partners work with government entities and other stakeholders to support energy growth for island and remote communities through partnerships and collaboration. ETI serves as an umbrella program that provides research to support the Energy Technology Innovation Partnership Project (ETIPP). NREL is the administrator of this program across DOE Office of Energy Efficiency and Renewable Energy (EERE) technology programs. NREL provides overall programmatic structure, implementation, and interaction with the DOE.

ETIPP is a congressionally mandated, community-led technical support program for remote coastal and island communities to develop more affordable, reliable, and secure energy systems through strategic energy planning and deep-dive technical assistance. There are two different ETIPP tracks communities may follow: Strategic Energy Planning and Technical Deep Dive.

The Strategic Energy Planning Track is designed for communities to follow a streamlined process that results in a roadmap outlining near- and long-term energy goals. The resulting plan and goals will be informed by ongoing engagement, workshops, and meetings with partners and community representatives. Each ETIPP community in the Strategic Energy Planning Track is provided funding to help support participation in meetings, provide informed feedback, support community member participation in technical assistance, procure consultant support, and/or buy equipment or infrastructure to work toward a final Strategic Energy Plan.

2.0 OBJECTIVE

The objective of this work effort is to partner with a ETIPP Cohort 5 Strategic Energy Planning Track community to support and engage community participation throughout the technical assistance effort including development and execution of a Strategic Energy Plan through final delivery and closeout.

3.0 SCOPE OF WORK

To meet the objective, the scope of the work the Subcontractor shall perform entails the following:

- 3.1 The Subcontractor shall participate in development of the community Strategic Energy Plan.
- 3.2 The Subcontractor shall engage with the national laboratory ETIPP team and their ETIPP Regional Partner in coordinating and leading community engagement efforts, including workshops in the community.
- 3.3 The Subcontractor shall introduce the national laboratory ETIPP team and their ETIPP Regional Partner to local organizations as necessary (e.g., utility contacts, partner organizations).
- 3.4 The Subcontractor shall provide responses to questionnaires to inform NREL of their energy knowledge, identify supportive training to fill in knowledge gaps, and provide feedback and lessons learned to the national laboratory ETIPP team about the program as requested.

4.0 TASKS

- 4.1 Task 1: Feedback – The Subcontractor shall provide feedback to NREL regarding current energy knowledge, training needs, feedback on programming, etc. as requested.
- 4.2 Task 2: Community Events – The Subcontractor shall co-host in-person events (e.g., in-person workshops) to gather feedback on the energy vision, community strengths and challenges, and focus areas that will inform the community’s energy plan; brainstorm potential projects and draft initial goals reflective of the community’s values; engage with local organizations and community representatives as a part of these events to consider their input in the plan; and perform any other actions that will help gather data toward the Strategic Energy Plan. The Subcontractor shall ensure key community stakeholders are present.
- 4.3 Task 3: Strategic Energy Plan – The Subcontractor shall provide input to drafts of the Strategic Energy Plan developed by the NREL ETIPP team and review/approve the final plan before delivering it to NREL.
- 4.4 Task 4: Closeout – The Subcontractor shall complete and submit a short questionnaire regarding lessons learned and provide closeout points of contact to the Regional Partner and Regional Lead.

5.0 REVIEW MEETINGS AND TRAVEL REQUIREMENTS

Local travel is required to attend in-person workshops.

- Workshop #1
 - Location: Within the Subcontractor’s community
 - Participants: National laboratory Technical Lead, Regional Partner, Community Energy Stakeholders

6.0 DELIVERABLES

The Subcontractor shall provide the following deliverables by the due date as indicated:

Deliverable No.	Associated Task(s) No.	Deliverable Description	Due Date
6.1	4.1	Reporting: The Subcontractor shall complete and submit a short questionnaire to rank Subcontractor knowledge of their energy system and identify additional training topics that would be relevant and supportive to the community.	Six (6) months following community kickoff meeting.
6.2	4.2	In-Person Workshop: Following the in-person workshop, the Subcontractor shall deliver an attendee list for all community members that participated and a short summary (max of one [1] page) of key takeaways from the discussion.	Six (6) months following community kickoff meeting.
6.3	4.3	Final Strategic Energy Plan: The Subcontractor shall submit a final energy plan to NREL.	10/31/2026
6.4	4.4	Closeout: The Subcontractor shall complete and submit a short questionnaire to rank Subcontractor knowledge of their energy system and provide closeout points of contact to the Regional Partner and Regional Lead.	10/31/2026

DELIVERABLE ADDRESS:

The Subcontractor shall clearly label all deliverables to include:

- The subcontractor's name
- NREL's subcontract number
- NREL Technical Monitor's name
- Deliverable date, and
- Deliverable description.

Electronic deliverables shall be sent via email to the Technical Monitor as follows:

Kelly O'Toole-Leonard, Technical Monitor

e-mail: Kelly.OTooleLeonard@nrel.gov

- One (1) master electronic version, including graphics

DELIVERY OF DATA

A copy of all data (as that term is defined in this Subcontract) first produced in the performance of this Subcontract is an additional deliverable of this Subcontract and shall be provided to the technical monitor as a condition of final payment, in accordance with the Subcontract. **For all deliverables, make particular note of the requirements provided in the Rights in Data clause of this Subcontract regarding data not first produced in the performance of this Subcontract.**

7.0 ELECTRONIC REPORTING REQUIREMENTS FOR SUBCONTRACT REPORT DELIVERABLES

It is NREL's intention to publish subcontract report deliverables containing publicly available information (e.g. non-confidential, non-protected, non-proprietary information) for distribution on the internet.

The subcontractor shall provide the final approved version of report deliverables in accordance with the electronic reporting requirements described below.

The technical monitor may specifically direct the subcontractor to provide reports in one or more of the file format standards provided below:

- 7.1 The subcontractor shall submit all report deliverables (including status, annual, or final reports) as electronic files in Adobe .pdf format, preferably with all graphics and images embedded within the document.
- 7.2 All final approved version submissions shall be delivered to NREL via e-mail to the NREL Technical Monitor.
- 7.3 If it is not possible to include all of the graphics and images (figures, illustrations, and photographs) in the same file as the text, NREL will accept the text in Adobe .pdf formats and the graphics and images as separate electronic graphic or image files*.

The accepted standard for page layout and graphics is the Adobe Creative Suite of programs.

*The acceptable graphic or image file formats are: .eps, .tif, .gif, .jpg, .wmf, .emf, .pct, .png, .bmp, .psd, .ai, .fh, .qif, .fpx, cdr. The preferred resolution for graphics or images is 300 dpi. Include all fonts used in creating the file.

- 7.4 For animation, video, or multi-media elements, CD-ROM, DVR and thumb drive are acceptable technical deliverable media.
- 7.5 For all calculations in support of subcontract reports that are conducted in ASPEN+, an electronic copy of INPUT, REPORT and BACKUP (if Model Manager is used) must be submitted with all reports. Additionally, if costing or sizing calculations are conducted in a spreadsheet [no process calculations (heat and material balances) in spreadsheet format are permitted], a copy of the fully documented MS Excel file shall be supplied.

7.6 A fully executed model release shall be supplied to NREL with all photographs and images, regardless of whether such photographs or images are delivered to NREL electronically or in hard copy. Such model release shall certify that the Alliance for Sustainable Energy, LLC, Management and Operating Contractor for the National Renewable Energy Laboratory for the U.S. Department of Energy is granted a non-exclusive, paid-up, irrevocable, worldwide license to publish such photographs in any medium or reproduce such photographs or allow others to do so for United States Government purposes. Model releases are required in all situations in which a reasonable person would respond in the affirmative to the question – could someone, other than the model himself/herself, recognize the person in this photograph or image? All model releases shall be provided to the subcontract associate as a condition of final payment, in accordance with the subcontract. To obtain a Subcontractor Model Release form, please contact images@nrel.gov.

8.0 ACKNOWLEDGEMENTS IN SUBCONTRACTOR PUBLICATIONS

In any scientific or technical report or article, conference paper, journal article, etc. based on or containing data first produced in the performance of this subcontract and published in academic, technical or professional journals, symposia proceedings or similar works, the subcontractor shall use this acknowledgement stating, "This [article, conference paper, journal article, etc.] was developed based upon funding from the National Renewable Energy Laboratory for the U.S. Department of Energy under Contract No. DE-AC36-08GO28308."

9.0 COPYRIGHT PERMISSION/AUTHORIZATIONS

The subcontractor is responsible for obtaining copyright permissions and/or authorizations for all information and/or data, as applicable that is incorporated into all final technical reports. Electronic copies of these copyright permissions and/or authorizations shall be provided to the at the email address provided below. The subcontractor shall also provide a written certification to the Technical Monitor as to such permissions and/or authorizations as a condition of final payment. The subcontractor's (including all lower tier subcontractors, as applicable) certification shall specify that "I have obtained all necessary and legally required copyright permissions and/or authorizations for any and all information, data, graphs, images, etc., as applicable, that is incorporated into the final Technical Report titled _____, delivered under this Subcontract No. _____. Copies of these permissions and/or authorizations are attached."

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

Submitted By: Vanessa Edmunds, Cedar Key Realty, Inc.*
(Submitted on November 12, 2025)

Meeting Date: November 18, 2025

Subject: 450 Dock Street Building (Old Steamers location)

Discussion: Status of Code Compliance, possible resolution of Lis Pendens, pending sale requiring clear title to proceed

Attachments: None at time of agenda item submission

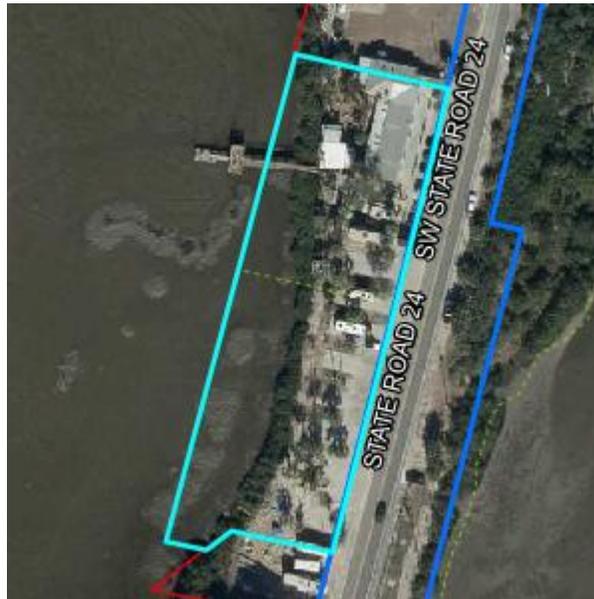
Possible Commission Action: ~~Possible commission action item regarding path forward to closing of sale~~

*This agenda item is submitted by Vanessa Edmunds, on behalf of Dimitra and Gus Soldatos (current owners and sellers) and Tony and Kristina Dodds (buyers), who will likely all wish to speak to the Commission on the subject.

91 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
92 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or
93 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such
94 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

95 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
96 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)
97 **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice
98 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the
99 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the
100 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be
101 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days
102 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept
103 title subject to existing defects and close the transaction without reduction in purchase price.

PARCEL 0039500000



11/18/2025

Formal Quasi-Judicial Hearing: Change of Use

Petitioners are requesting a development review for a change of current use from a (5) five-unit hotel with office and owners' residence, to a bar space and the remainder of the building for storage and a small manager's office.

11/18/2025

Formal Quasi-Judicial Hearing: Change of Use

Staff Position:

Petitioners are requesting a development review for a change of current use from a (5) five-unit hotel with office and owners' residence, to a bar space and the remainder of the building for storage and a small manager's office.

Finding of Facts:

- 1) Proposed Change of Use remains consistent with Commercial designation of property
- 2) Change of Use "invalidates any previous parking provisions or waiver of parking requirements and parking shall be re-computed"
- 3) Off-street parking facilities shall be provided for all development within the City except for the downtown exception area.
- 4) Off-street parking space to open directly onto an aisle or driveway and not a public street. As designed, reentry onto a public street is indicated.
- 5) Current Parking accommodations are insufficient to meet requirements associated with proposed Change of Use
- 6) The City commission may defer all or part of the parking requirements of this Code through a written agreement with the owner(s) or developer which provides that deferred parking spaces required shall be provided, within three years of the date of the agreement (Parking Deferral)
- 7) Petitioner meets requirements for Change of Use with the exception of Parking Requirements

NOTE 1: no part of this application addresses or ask for approval for any non-permitted development currently occurring on adjacent parcel (0039600000).

Note 2: Permit 25-148 was issued under protest. Change of Use approval is independent of reconciling requirements under protest

CITY OF CEDAR KEY

NOTICE OF FORMAL QUASI-JUDICIAL HEARING PETITION FOR DEVELOPMENT REVIEW

Petition No **_2025-16_** Development Review Application-Change of Use: Hideaway SR-24 LLC

Location: 12050 SR 24

Legal: Parcel# 0039500000

Notice is hereby given that a Quasi-Judicial hearing will be conducted by the Cedar Key City

Commission on Tuesday, November 18, 2025, at 5 pm in City Hall at 809 6th Street, Cedar Key, Florida 32625, to hear and act upon a request to an application for a Development Review – Change of Use.

Petitioners are requesting a development review for a change of current use from a (5) five-unit hotel with office and owners' residence, to a bar space and the remainder of the building for storage and a small manager's office.

All interested persons are urged to attend this Hearing. Comments may be forwarded to the City of Cedar Key, PO Box 339, Cedar Key, Florida 32625, or bring them to the office of the City Clerk at City Hall in Cedar Key, FL.

An Affected Party who is interested in participating at the Formal Quasi-Judicial hearing is required to complete a Registration Card in the form prescribed by the decision-making body prior to the start of the hearing, in accordance with Chapter 4, Article XII §12.12.02 within the Laws of Cedar Key. The definition of the term "Affected Party" is set forth in §12.12.02.

If any person decides to appeal the decision of the Commission with respect to any matter considered at said Public Hearing, that person will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the Appeal is to be based.

If any accommodations are needed for persons with disabilities, contact the Clerk's Office in City Hall (352) 543-5132.

Cedar Key City Commission

Cedar Key, Levy County, Florida

2025-16

Lowkey Hideaway SR-24, LLC

12050 SR 24

Virtu Group, LLC

1708 S. Combee Road

#409

Lakeland, FL 33801

Cedar Key Food Pantry

PO Box 25

Cedar Key, FL 32625

Pescador Seafood, Inc.

12170 SR 24

Cedar Key, FL 32625

Paul & Joan Florence

10216 SW 136th Ave

Gainesville, FL 32618

David & Linda Curry

PO Box 772

Cedar Key, FL 32625

John Golden

502 Stevens Entry

Peachtree City, GA 30269

Sunset Isle Cedar Key, LLC

8280 Princeton Square Blvd Ste 5

Jacksonville, FL 32256

City of Cedar Key-
Development Review Application

Applicant Name: LOWKEY SR-24 INC Phone: 352-543-0700
Address: 12050 SR 24 Cedar Key, FL 32625

Property Owner: Scott Larsen Phone: 323-493-8755
Address: 12050 SR 24 Cedar Key, FL 32625

Property Description: _____
Section-Township-Range: _____ Total Acres: 1.42a.
Tax Parcel Number(s) or Attach Legal Description: 0039500000
Location: _____

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

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

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

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

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

[Signature] _____ Date 10/1/25
Signature (Owner/ Agent) _____ Date

Application Received Date: _____ Fee \$1100⁰⁰ Received _____ Application Number: _____

City of Cedar Key-
Development Review Application

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

Due to the recent impacts of Hurricanes (2023-2024 season) it has been determined that it is no longer possible to maintain the motel & owners suite. We are requesting to change a portion of the motel into a bar & the remainder of the building for storage with a small managers office. The owners suite is now additional storage.

[Signature]
Signature (Owner/ Agent)

10/11/25
Date

AFFIDAVIT

Owner(s) Lowkey SR-24 INC
Tax Parcel Number(s) or Attach Legal Description: 0039500000

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

- That I am (we are) the owner(s) and record title holder(s) of the above-described property.
- That the above-described property is the property for which the attached application for land use change is being made.
- That I (we) have appointed the following person as my (our) agent to execute any agreement, and other documents necessary to effectuate such agreement in the process of pursuing the attached variance/ conditional use/ hardship request: _____

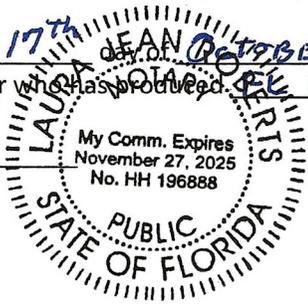
I (we) swear or affirm that the above information is true and correct to the best of my (our) knowledge.

[Signature]
Signature (Owner/ Agent)

Signature (Owner/ Agent)

Sworn to and subscribed before me this 17th day of October, 2025, by the above signed who is personally known to me, or who has produced FE DL as identification.

[Signature]
Signature of Notary



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



Agent Authorization Letter

To Whom It May Concern,

I, Scott Larsen, owner of Low Key Hideaway & Tiki Bar (Hideaway SR-24 LLC), hereby authorize Laura Gregory to act on my behalf in all matters relating to the Change of Use Application and all related permit applications with the City of Cedar Key and Low Key Hideaway & Tiki Bar.

This authorization includes, but is not limited to, the ability to sign, provide, and receive all paperwork, documents, and communications related to these applications.
Thank you for your attention to this matter.

Sincerely,



Scott Larsen

Owner, Low Key Hideaway & Tiki Bar (Hideaway SR-24 LLC)

Date: 10-07-25

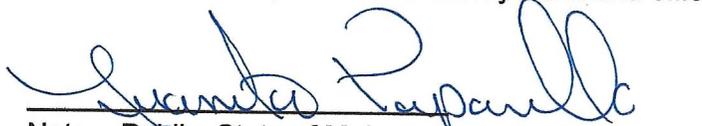
Notary Acknowledgment

State of Maine

County of Knox

On this 7 day of Oct, 2025 before me, the undersigned notary public, personally appeared Scott Larsen, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Notary Public, State of Maine
My Commission Expires: Oct 1, 2032

Legal Description for Change of Use Application

Property Name: Low Key Hideaway & Tiki Bar
Property Address: 12050 SR 24, Cedar Key, FL 32625
Parcel Number(s): 0039600100

Legal Description:

All that certain parcel of land situated in Levy County, State of Florida, described as follows:

Commence at a point located 1,985.46 feet East and 4,730.15 feet North of the southwest corner of Section 29, Township 15 South, Range 13 East, Levy County, Florida, and run thence North 11°46' East, a distance of 292.05 feet to the **Point of Beginning**.

From said **Point of Beginning**:

1. Continue North 11°46' East, a distance of 200.00 feet;
2. Thence run North 78°14' West, a distance of 146.70 feet;
3. Thence run South 11°46' West, a distance of 200.00 feet;
4. Thence run South 78°14' East, a distance of 146.00 feet, more or less, to the **Point of Beginning**.

Said parcel lies within Section 29, Township 15 South, Range 13 East, Levy County, Florida, and is adjacent to the westerly right-of-way line of State Road No. 24. Said parcel contains approximately 0.75 acres more or less.

Existing Use: Motel and Owner's Suite

Proposed Use: Bar/Storage

This property is zoned Mixed-Use under the jurisdiction of Cedar Key, Levy County, and is subject to all applicable building codes, zoning ordinances, and development regulations.

Appurtenances and Easements:

This property includes the following constructed elements, which are integral to its operations:

1. Concrete Bar:
A central feature designed for durability and functionality, serving as the primary space for guest interaction and beverage service.
2. Storage Rooms:
Dedicated spaces for securely storing supplies, equipment, and other operational necessities.

These constructed elements are located within the property boundaries and are supported by associated infrastructure, including parking areas, utilities, and ingress/egress rights, as established by recorded plats, easements, or rights-of-way. This setup ensures seamless operation and enhances the property's offerings for guests and visitors.

Parking Remarks:

Our chair count calculations further reflect the necessity of our efforts to address parking and accommodate guests:

- Our 10 RV parking spots include **40 designated chairs** exclusively for our guests.
- We propose allocating **52 chairs** for regular patrons, corresponding to the 13 additional parking spaces available.
- Additionally, our **Free Tiki Taxi service** significantly reduces parking demand. On average, we receive **15+ ride requests per weekend night**, preventing **10-20 extra vehicles** from occupying parking spaces during our busiest nights.

This brings the total seating to **92 chairs** across the property.

These measures underscore our commitment to providing a seamless and enjoyable experience for all visitors while minimizing the impact on community resources.

Additional Remarks:

On behalf of Low Key Hideaway and Tiki Bar, located at 12050 SR 24 in Cedar Key, to formally request the city's consideration of the extensive efforts we have undertaken to address the challenges associated with limited parking for our patrons. Our proactive measures have not only alleviated parking concerns but have also contributed positively to the community as a whole.

To combat the challenges of 2024's busy season, we introduced a Free Tiki Taxi service. This service is available to everyone on the island and has successfully reduced the number of cars parked at our business. Additionally, the Tiki Taxi helps lower the incidence of drinking and driving, promoting a safer environment for residents and visitors alike.

The removal of the motel rooms on our property was a difficult, but a necessary decision following two consecutive years of severe flooding. The damage required extensive repairs, three insurance claims, and a substantial financial investment. Transitioning the building for bar and storage use was not aimed at increasing our guest capacity but rather at providing adequate space for the guests we already welcome. Our Change of Use application reflects this intention and aligns with our goal of ensuring a comfortable and enjoyable experience for everyone who visits Low Key Hideaway.

By making the decision to remove the former motel rooms, we have opened up our entire front area for guest parking at the bar. This improvement demonstrates our strong commitment to responsibly and effectively addressing parking limitations for our patrons.

Low Key Hideaway and Tiki Bar is a cherished staple in the Cedar Key community. Our business plays a vital role in welcoming newcomers and locals alike, offering unique amenities such as dining, drinks, live music and unforgettable adventures. Without this thriving establishment to greet visitors and support residents, we believe the vibrancy and economic stability of our small community could be significantly impacted.

We kindly ask that the city take into account all the measures we have implemented to address parking and other operational challenges. As part of this, we are formally requesting a **3-year deferral** to allow us the necessary time to continue our efforts and ensure we meet the minimum required parking standards for our business. We remain committed to being responsible stewards of this beloved community hub and are dedicated to fostering an environment that benefits Cedar Key residents and visitors alike.



ISSUED FOR PERMIT
PHASE I

LOWKEY HIDEAWAY AND TIKI BAR
CEDAR KEY, FL 32625
12050 FL-24

NO. OF PERMITS	1
NO. OF SHEETS	1
NO. OF REVISIONS	0
NO. OF COMMENTS	0
NO. OF APPROVALS	0

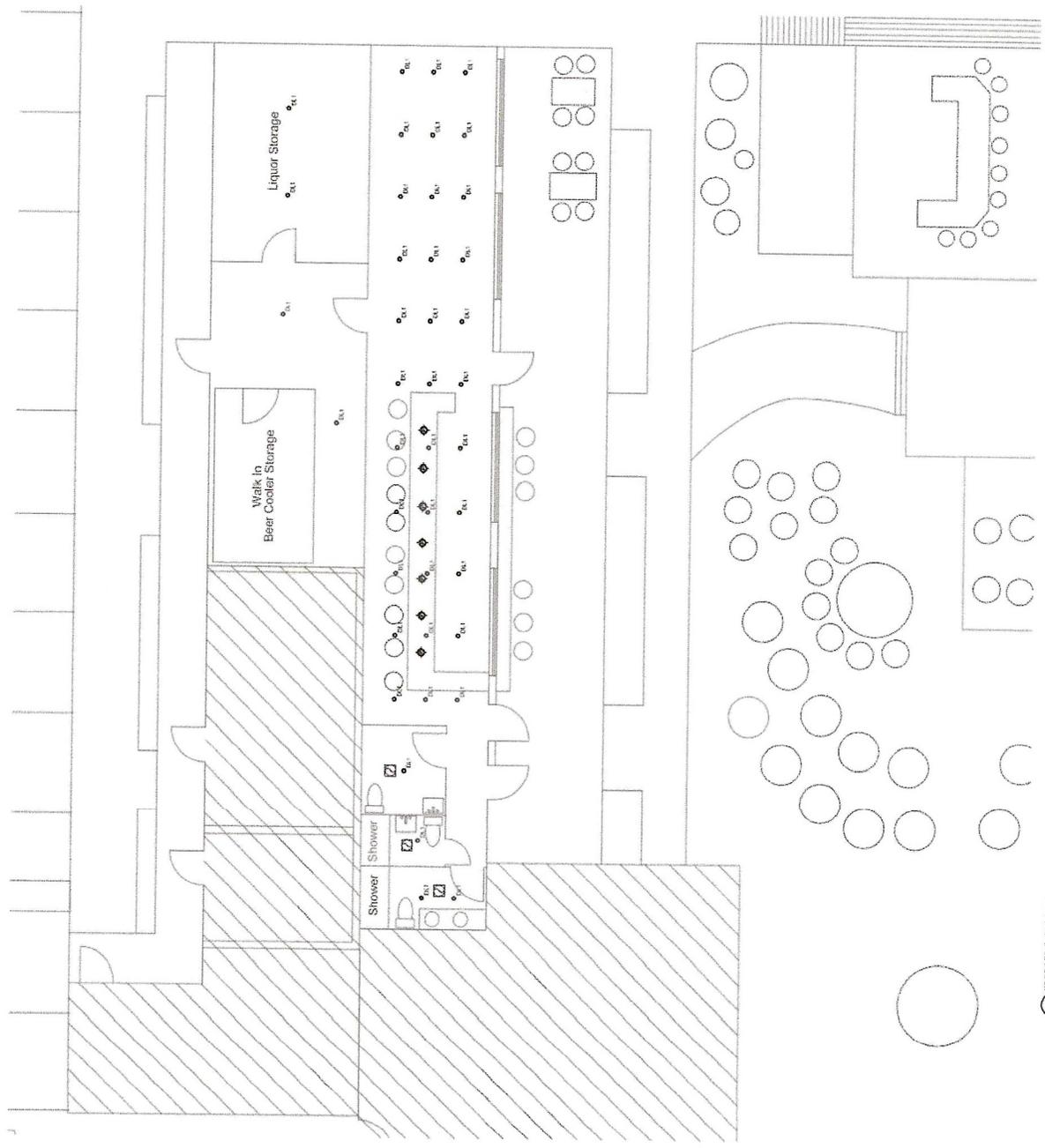
Digitally signed by Bradley Lunz
Date: 2025.05.14 10:25:35
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A-801

- GENERAL NOTES**
- DESIGN OF RISC SPRINKLES & FIRE ALARM SYSTEMS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF NFPA 72 & NFPA 710. MAKE SURE SPRINKLER COMPARTMENT UNDER SEPARATE PERMIT
 - LOCATING CONNECTIONS FOR SMALL VAPOR AND CONDENSATE WITH EQUIPMENT SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF NFPA 72 & NFPA 710. TYPE AND OCCASIONALLY VARYING
 - REFER TO ELECTRICAL DRAWINGS FOR ALL ELECTRICAL WORK.
 - REFER TO MECHANICAL DRAWINGS FOR EXIST. LAAYOUT.

CEILING TYPE LEGEND
A- PAINTED GYPSUM BOARD
B- MOISTURE RESISTANT PAINTED GYPSUM BOARD

- CEILING LEGEND**
- HANG SPRINGS SHALL USE MECHANICAL
 - HANG MECHANISMS MUST BE GALV. (SEE MECHANICAL)
 - ✂ CEILING FAN WITH LIGHT
 - 4" ROUND DOWNLIGHT
 - EXHAUST FAN
 - EXIT SIGN
 - CORNER HANGING AND CROWN MOULDING NOT TO EXCEED 1"
 - ▬ WALL BOUNCE



ARCHITECTED FLOOR PLAN

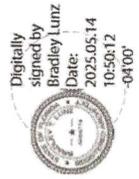




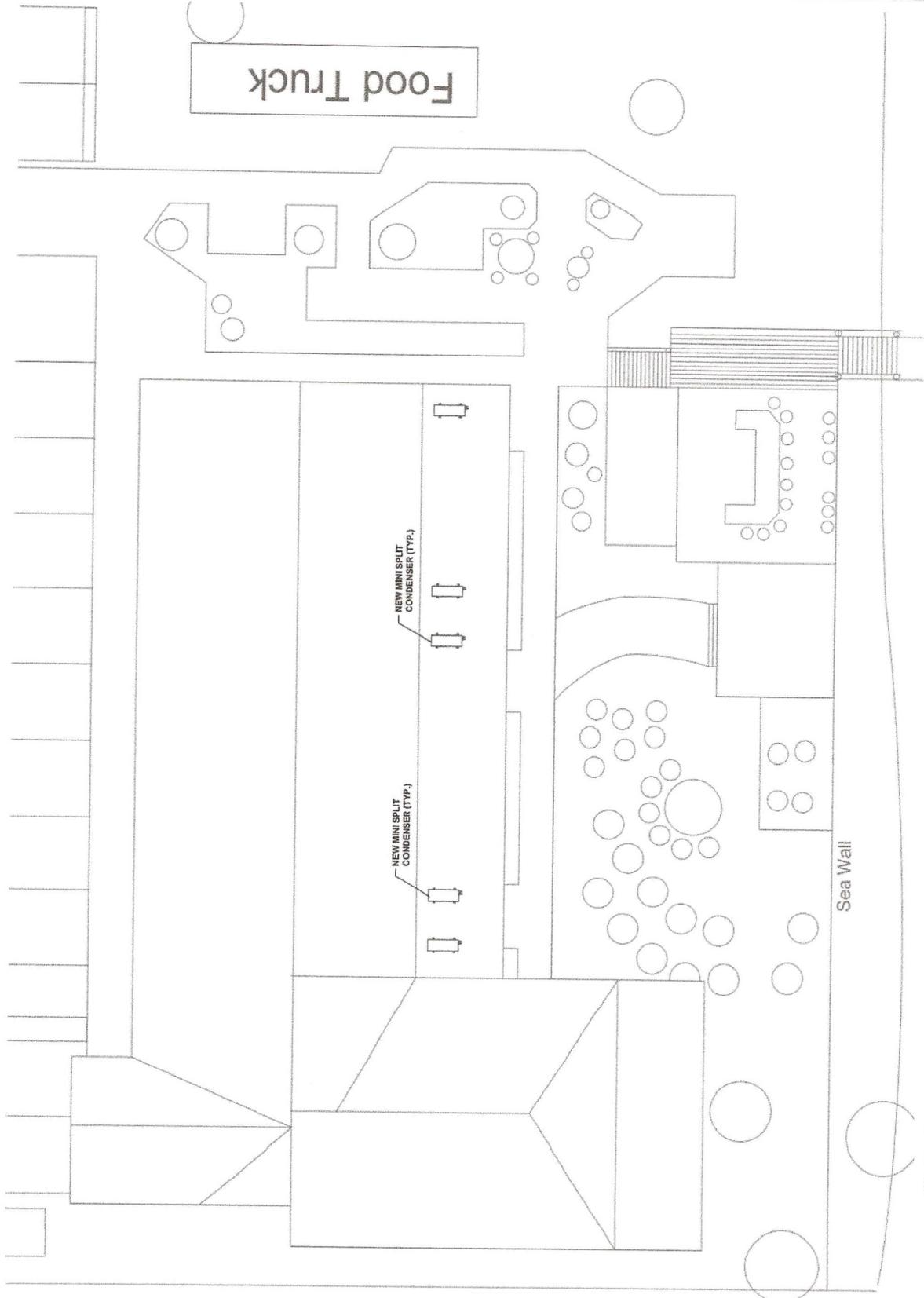
ISSUED FOR PERMIT

LOWKEY HIDEAWAY AND TIKI BAR
12050 FL-24
CEDAR KEY, FL 32625
MECHANICAL ROOF PLAN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	2025.05.14



M-102



PROPOSED ROOF PLAN
SCALE: 1/8" = 1'-0"

Hurricane Damage Form

ATTENTION: This is not for FEMA.

Hurricane Damage Form

Summary

Parcel ID 0039500000
Location Address 12050 STATE ROAD 24
CEDAR KEY 32625-
Neighborhood CK WATER 2 (2002)
Legal Description* 29-15-13 0001.42 ACRES TRACT 200 FT ON HWY IN NE1/4 OF NW1/4 & TRACT IN NE1/4 OF NW 1/4 OR BOOK 1636 PAGE 505
**The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.*
Property Use Code MIXED USE (1200)
Subdivision N/A
Sec/Twp/Rng 29-15-13
Tax District CEDAR KEY (District CK)
Millage Rate 20.1109
Acreage 1.420
Homestead N
Ag Classification No

[View Map](#)

Owner

Owner Name [Hideaway Sr-24 LLC 100%](#)
Mailing Address 12050 SR 24
CEDAR KEY, FL 32625

Trim Notice

[Trim Notice \(PDF\)](#)

Estimate Taxes

[Estimate Taxes](#)

Valuation

	2025 Preliminary Value
	Summary
Building Value	\$169,906
Extra Features Value	\$116,120
Market Land Value	\$312,000
Ag Land Value	\$312,000
Just (Market) Value	\$598,026
Assessed Value	\$598,026
Exempt Value	\$0
Taxable Value	\$598,026
Save Our Homes Benefit	\$0
Previous Year Value	\$626,408

Exemptions

Homestead 2nd Homestead Widow/er Disability Seniors Veterans Other

Building Information

Building	1	Roof Cover	METAL
Actual Area	4850	Heating Type	FORCED AIR NOT-DUCT
Conditioned Area	3548	Air Conditioning	WINDOW/WALL UNIT
Actual Year Built	1964	Baths	
Effective Year Built	1995		
Use	MIXED USE CK		
Exterior Wall	CB STUCCO		
Roof Structure	GABLE OR HIP		

Description	Conditioned Area	Actual Area
BASE	3548	3548
UNFINISHED SCREEN PORCH	0	210
UNFINISHED OPEN PORCH	0	720
CANOPY	0	372
Total SqFt	3548	4850

Extra Features

Code Description	BLD	Length	Width	Height	Units
DOCK-B	1	0	0	0	625
SEAWALL C	1	0	0	0	200
MH/RV PARK 1	0	0	0	0	9
SEE XF NOTES	1	20	18	0	360

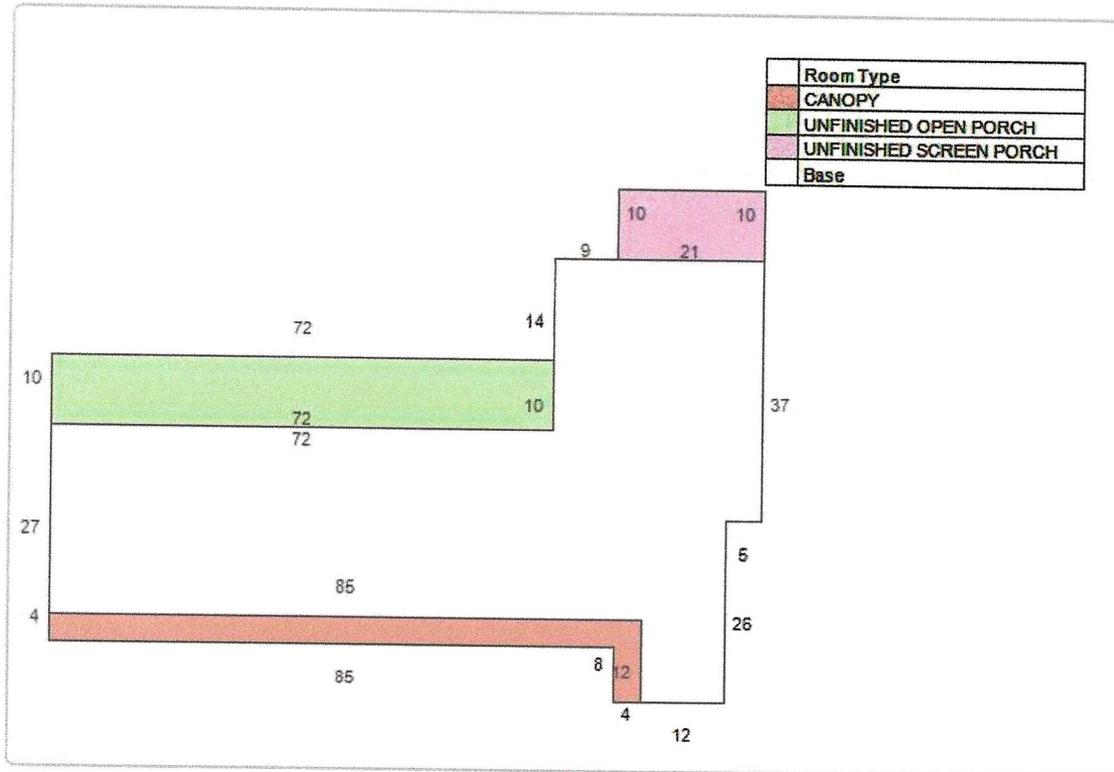
Low County, FL

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
1299	0	0	1	LT	\$216,000
Vac Lot	0	0	1	LT	\$96,000

Sales

Sale Date	Sale Price	Instrument		Qualification	Vacant/Improved	Grantor	Grantee
		Type	Book Page				
4/19/2022	\$834,700.00	WD	<u>1636</u> <u>505</u>	Q	I	MOFUN INC	HIDEAWAY SR-24 LLC
9/15/2015	\$625,000.00	WM	<u>1367</u> <u>147</u>	U	I	LOW KEY HIDEAWAY LLC	MOFUN INC
3/12/2015	\$90,000.00	WD	<u>1349</u> <u>442</u>	Q	V	SOLANO ROBERTY L &	LOW KEY HIDEAWAY LLC
5/18/2012	\$250,000.00	WD	<u>1262</u> <u>654</u>	Q	I	GRUNDEN JOHN P JR -TR -ET AL	LOW KEY HIDEAWAY LLC
10/13/2008	\$100.00	CT	<u>1142</u> <u>483</u>	U	I	HOLLAND HOSPITALITY INC	GRUNDEN JOHN P JR -TRUSTEE
3/1/2005	\$123,000.00	WD	<u>935</u> <u>236</u>	Q	V	SHEALEY MARY J	
2/1/2003	\$372,000.00	WD	<u>822</u> <u>660</u>	Q	I	MCKNEELY MARGARET & PERRY RENE	
6/1/1999	\$100.00	QC	<u>679</u> <u>12</u>	U	I	MCKNEELY AUBREY	
10/1/1998	\$100.00	DA	<u>656</u> <u>212</u>	U	V	SHEALEY WILLIE LEE	

Building Sketch



Map

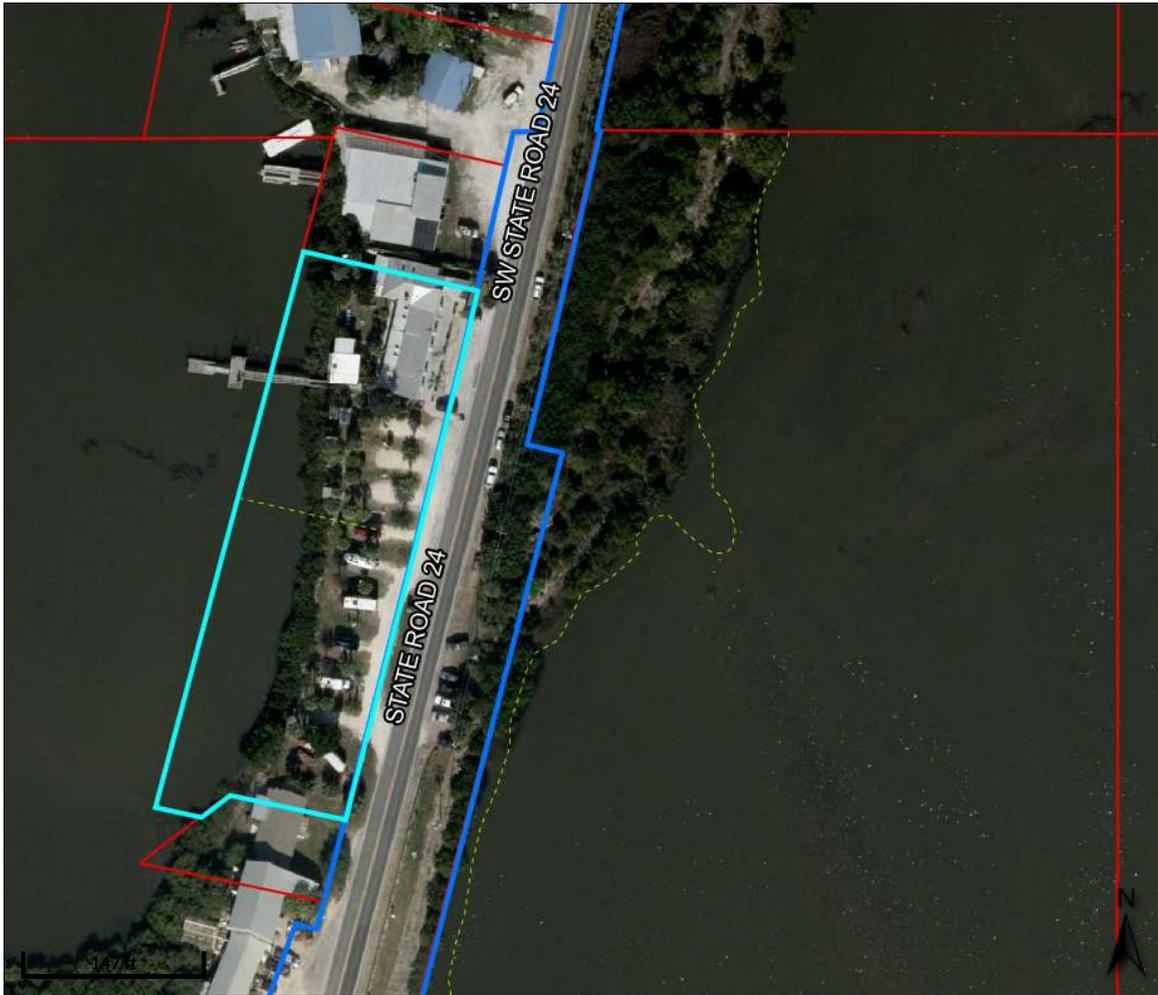


No data available for the following modules: Application for Catastrophic Event Tax Refund, Photos.

Levy County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
 | [User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 10/1/2025, 7:34:57 PM

Contact Us

Developed by
SCHNEIDER
 GEOSPATIAL



Overview



Legend

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

Parcel ID	003950000	Physical Address	12050 SW STATE ROAD 24	Building Value	\$198,288	Last 2 Sales							
Property Use	3900 - HOTELS/MOTELS		CEDAR KEY	Extra Feature Value	\$116,120	Date	4/19/2022	Price	\$834700	Reason	01	Qual	Q
Taxing District	CEDAR KEY	Mailing Address	HIDEAWAY SR-24 LLC	Market Land Value	\$312,000	9/15/2015	\$625000	35	U				
Acres	1.42		CEDAR KEY FL 32625	Ag Land Value	\$312,000								
				Just Value	\$626,408								
				Assessed Value	\$626,408								
				Taxable Value	\$626,408								

Date created: 1/28/2025
Last Data Uploaded: 1/27/2025 7:31:01 PM

Developed by SCHNEIDER
GEOSPATIAL

29-15-13 0001.42 ACRES
 TRACT 200 FT ON HWY IN NE1/4 OF NW1/4
 & TRACT IN NE1/4 OF NW 1/4
 OR BOOK 1636 PAGE 505
 S-T-R 29 15 13

HIDEAWAY SR-24 LLC

12050 SR 24
 CEDAR KEY, FL 32625

2025

00395-000-00

Map Id: 2002.00 1.00 1.00 1.00 CK WATER 2

BUILDING CHARACTERISTICS			
CATEGORY	TYPE	%	PTS
FRAME	MASONRY	100	100.0
CEILING WALL	DRYWALL	100	0.00
PLUMBING	20 FIXTURES	100	0.00
EX WALL	CB STUCCO	100	0.00
ROOF	GABLE OR HIP	100	0.00
ROOF COVER	METAL	100	0.00
INTERIOR	CARPET	50	0.00
INTERIOR	VINYL / PLANK	50	0.00
INTERIOR WALL	DRYWALL	100	0.00
HEATING TYPE	FORCED AIR NOT-	100	0.00
HEATING FUEL	STANDARD	100	1.00
AIR	WINDOW/WALL UNIT	100	0.00

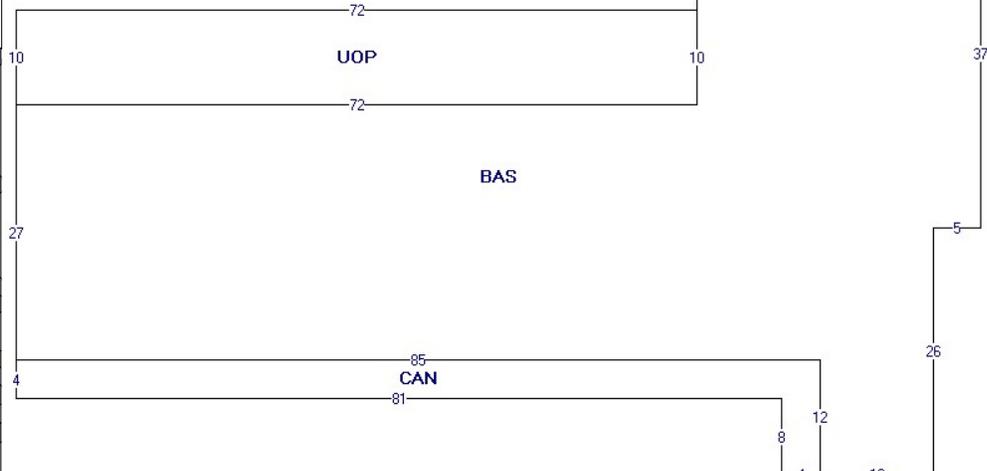
3900 HOTELS/MOTELS

** VALUE SUBJECT TO CHANGE **

CATEGORY	UNITS	ADJ
ROOM COUNT	8.00	0

BASE RATE ADJ	ADJ
Quality Adjustment	1.0000
TOTAL ADJUSTED POINTS	100
DEPRECIATION	ADJ
Additional Obsolescence	0.2500

TYPE	STYLE	CLS	QUA	CAP	PERIMETER	LOC	% COMP
3900	10	3	2	M	330	1.00	100
REPL. COST NEW	AYB	EYB	DT	NORM	% GOOD		
388,800	1964	1995	55	24.00	51.00%		
SAR	AREA	B H	P. of B.	EFF. AREA	DPR VALUE		
BAS	3,548	X	100	3,548	180,948		
USP	210		40	84	4,284		
UOP	720		20	144	7,344		
CAN	372		30	112	5,712		



LEVY		Tax Dist	CK
VALUE SUMMARY			
PRIMARY VALUATION METHOD			CAMA Cost
BUILDING VALUE			198,288
EXTRA FEATURE VALUE			116,120
TOTAL MARKET LAND VALUE			312,000
MARKET VALUE OF AG LAND			0
TOTAL LAND VALUE AG + COMMON			0
MARKET VALUE			626,408
ASSESSED VALUE			626,408
PREVIOUS YEAR VALUE			626,408
CAP BASE YEAR			0
TAXABLE VALUE			626,408
EXEMPTIONS			None
TOTAL EXEMPTIONS VALUE			
SENIOR EXEMPTION VALUE			
SR/HISTORIC TAXABLE VALUE			

PERMIT NO.	DESCRIPTION	EST VALUE	ISSUE DATE	FINAL DATE
TP	ST			

BUILDING DIMENSIONS	
BAS:102,10:	(L21L9D14D10L72D27R85D12R12U26R5U37) USP
:81,10:	(U10R21D10L21) UOP:72,24:(L72D10R72U10) CAN:0
,61:	(D4R81D8R4U12L85).

BUILDING: 1 RU VAL: 6
 SITE ADDRESS: 12050 SW STATE ROAD 24 CEDAR KEY 32625- 3900 MOTEL- CK

L	VOLUME / YEAR	PAGE / CLERK	DATE OF SALE	I	Q	V	R	SALES PRICE	NOTE AMOUNT	MAC	MAC AMOUNT	GRANTOR	GRANTEE	SALES NOTE
1	1636	0505	04/19/2022	WD	Q	I	01	834700		0	N	0	MOFUN INC	HIDEAWAY SR-24 LLC
2	1367	0147	09/15/2015	WM	U	I	35	625000		0	N	0	LOW KEY HIDEAWAY LLC	MOFUN INC
3	1349	0442	03/12/2015	WD	Q	V	01	90000		0	N	0	SOLANO ROBERTY L &	LOW KEY HIDEAWAY LLC
4	1262	0654	05/18/2012	WD	Q	I	01	250000		0	N	0	GRUNDEN JOHN P JR -TR -	LOW KEY HIDEAWAY LLC

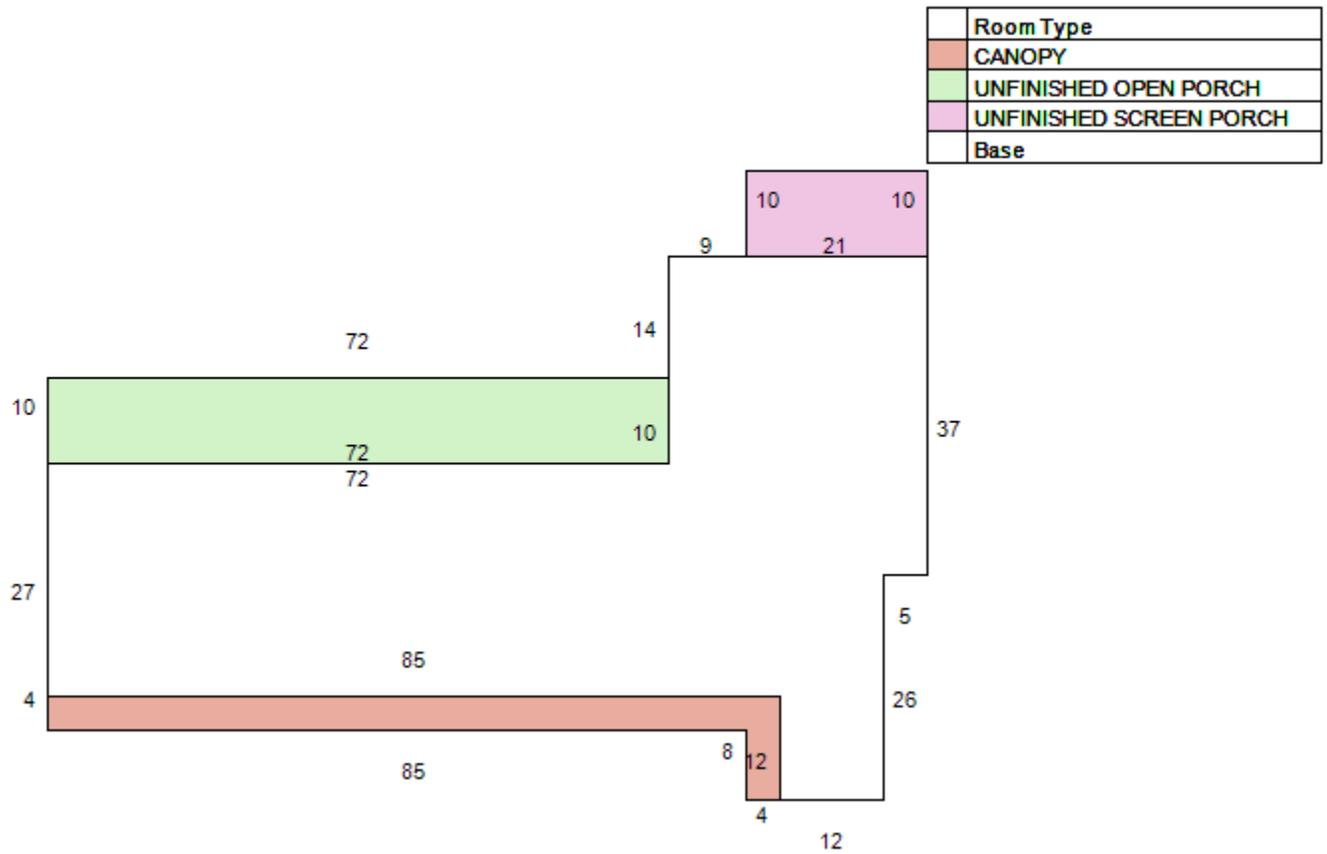
L	OB / XF CODE	DESCRIPTION	BLD	CAP	LENGTH	WIDTH	UNITS	GRADE	FACTOR	UNIT PRICE	ADJ UNIT PRICE	ORIG COND	ACTUAL YEAR	EFF YEAR	YEAR ON ROLL	% COND	OB/XF MKT VALUE
1	01646	DOCK-B	1	M	0	0	625.00	0	0	10.25	10.25	100	1994	1995		58	3,716
2	01640	SEAWALL C	1	M	0	0	200.00	0	0	69.60	69.60	100	1994	1991		50	6,960
3	01907	MH/RV PARK 1	1	M	0	0	9.00	0	0	11,500.00	11,500.00	100	2010	2005	2011	100	103,500
4	01799	SEE XF NOTES	1	M	20	18	360.00	0	0	5.40	5.40	100	2014	2000	2015	100	1,944

APPRAISAL DATES		
DATE	DATE	APPRAISED BY
07/19/2021	27	
04/11/2024	33	

L	N	USE CODE	LAND USE DESCRIPTION	CAP	R	D	LOC ZONE	FRONT	DEPTH	SIZE FACTOR	UNITS	UNIT TYPE	D	T	DPTH FACT	COND FACTOR	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES
C	1	3999	MOTEL	M			0	0.00	0.00	100.00	1.00	LT	0	1.00	2.25	96,000.00	216,000.00	216,000	SIZE ADJ	
C	2	0099	Vac Lot	M				0.00	0.00	100.00	1.00	LT	0	1.00	1.00	96,000.00	96,000.00	96,000	COMBINED PARCEL	

LN	DATE	BLD	USER ID	CD	PARCEL NOTES
2	06/03/2011		bjones		LOW KEY HIDE A WAY MOTEL
3	05/08/2024		randyr		STORM DAMAGE 2023





SQUARE FOOTAGE INFORMATION:

BASE	3548sf
CANOPY	372sf
UNFINISHED OPEN PORCH	720sf
UNFINISHED SCREEN PORCH	210sf
*EXTRA FEATURE (NOT SHOWN) – TIKI BAR	360 sf

FORMAL QUASI-JUDICIAL HEARING: CHANGE OF USE

Laws of Cedar Key

2.02.00. USES ALLOWED IN LAND USE DISTRICTS

2.02.01. Generally

Uses allowed in this part are subject to deed restrictions which may apply, the established character of the area, vocational limitations, density/intensity standards and the provisions of this Code and the Comprehensive Plan.

2.02.03. Commercial

This category includes any commercial uses which meet locational, compatibility, buffering, performance, resource protection, design and development, and other standards and provisions of this Code. Uses include, but are not limited to General Commercial (retail stores, restaurants and lounges, hotels and motels, recreational vehicle parks, professional offices and other product and service activities), Water-Dependent Commercial (commercial fishing, marinas and public use water oriented recreation), Water-Related Commercial (fishing and marine supplies and tourism related business which provides water access or scenic water views as an integral part of the business activity), recreation, public utilities, and one single-family residential use per site. Aquaculture shall be allowed subject to issuance of an administrative special use permit in accordance with the procedures in 12.13.00 of this Chapter.

2-2.22.00. - Certificate of Business Use

2-2.22.01. - Purpose.

A. The purpose of this ordinance is to protect the City's residents and citizens from the harmful effects of illegal business operations by establishing a certificate of business use requirement, which shall provide a review procedure to ensure that new business occupancies and uses, and changes of existing business occupancies and uses, comply with the City's Land Development Code, Code of Ordinances, building code and life safety requirements, and other applicable codes and regulations. The Planning and Development Administrator shall administer the certificate of business use program in coordination with the City Clerk, Police Chief, Fire Chief, and other personnel of the City.

B. *Certificate of business use required.* No building, location, or structure used for the purpose of exercising the privilege of doing business within the City limits shall be used or occupied for any business, profession or occupation without first obtaining a certificate of business use pursuant to this ordinance. Home occupations, as defined in Section 2-7.02.02 of the Land Development Code, shall not be required to obtain a certificate of business use.

C. *Requirements.* A separate certificate of business use shall be obtained for each place of business. It shall be the duty of every person owning, operating, or purchasing any business within the City limits to comply with the requirements of this ordinance prior to opening any business, profession, or occupation within any building, structure, or location within the City.

D. Term of certificate of business use and transfer.

1. Once issued, a certificate of business use shall remain valid until there is a change of the use, business, business ownership, business name, or business location from that specified on the approved certificate of business use.

2. When there is a change of the use, type of business, business ownership, business name, or business location from that specified on the approved certificate of business use, a new certificate of business use application shall be required.

E. Due date for payment of certificate of business use fee. Payment of the certificate of business use fee shall be required prior to issuance of the certificate of business use.

F. Penalty. Any person or entity engaging in or managing any business without first obtaining a certificate of business use, if required under this ordinance, shall be subject to a penalty equal to 100 percent of the fee determined to be due. For the purpose of code enforcement proceedings, a penalty of 100.00 per day will apply.

G. Fees. The Planning and Development Administrator or designee shall collect the certificate of business use fee, which shall be as provided in the City's adopted fee schedule.

H. Existing businesses; effective date. All existing businesses, professions, and occupations as of the effective date of this ordinance, shall be considered to have an active certificate of business use.

12.12.02. Formal Quasi-Judicial Proceedings Process Table

Order	Item	Time Limit (Minutes)
1	Introduction of the Petition	3
2	Petitioner Presentation	20
3	Staff Presentation	10
4	Affected Party (if any) For	10 (per person)
5	Affected Party (if any) Against	10 (per person)
6	Rebuttal (petitioner/ Staff)	5
7	Close of Quasi-Judicial Proceeding	
8	Public Hearing	3 (per person)
9	Vote of Decision-Making Body	

12.12.02. Formal Quasi-Judicial Proceedings.

- A. The order of presentation, with corresponding time limits for each presentation, shall be as follows:
- B. Cross examination is limited to ten (10) minutes per witness.
- C. The time limits set forth above may be modified by the decision-making body upon request of a party to the proceedings. Said request shall detail the additional time desired and the subjects to be discussed during the requested additional time. A request for an extension of time should be considered by the decision-making body to assure all parties have a full fair opportunity to participate without undue repetition and delay.
- D. The decision-making body may, in its discretion and at any time during the hearing, continue the hearing and request further information from any party.
- E. Affected Party Defined; Determination.
1. An affected party is any person who is entitled to actual written notice of a petition before the decision-making body, pursuant to section 12.02.03 of this Chapter, if applicable.
 2. An affected party who is not entitled to actual written notice but who believes that he has a special interest or would suffer an injury distinct in kind and degree from that shared by the public at large by the petition, may request affected-party status by filing an application with the city clerk in writing no less than seven (7) days prior to the meeting when the petition is scheduled to be heard. The decision-making body shall consider the application for affected party status prior to the commencement of the quasi-judicial hearing. The decision on affected party status of the decision-making body shall be final.
- F. *Representation.* Any petitioner or affected party may be represented by an attorney.
- G. *Registration of Affected Parties.* In order to participate in the formal quasi-judicial proceeding, all affected parties shall complete a registration card in the form prescribed by the decision-making body, stating their name and address and other pertinent information, and whether they support or oppose the petition before the decision-making body. The registration card shall be delivered to the decision-making body at the proceeding after determination of affected party

status. If an attorney represents an affected party or several affected parties, the attorney shall complete the registration card and identify the person or persons they represent and whether their client supports or opposes the petition before the decision-making body.

H. Commencement of the Hearing.

1. The appropriate City staff shall introduce the case and shall provide a brief description of the petition. This introduction shall not be considered evidence in the proceeding, and the member(s) of the City staff presenting the introduction shall not be subject to cross-examination by any party to the proceedings.

2. Ex parte communications and conflicts of interest.

a. *Ex parte communications.* In accordance with section 12.12.06 of this Chapter, the members of the decision-making body shall disclose any ex parte communications that may have occurred concerning the petition. The petitioner and any affected party may examine, through the chair, each decision maker about these communications.

b. *Conflicts of interest.* The petitioner and any affected party may challenge the impartiality of any decision-maker in accordance with section 12.12.06 of this chapter.

3. In the interest of saving time, the Petitioner, City staff, affected parties, and all witnesses shall be collectively sworn by the appropriate City staff.

I. Evidence.

1. Testimony or other evidence that is irrelevant or immaterial to the issue to be decided by the decision-making body is inadmissible. The decision-making body shall make rulings on objections to the relevance and materiality of the examination. A decision-making body member, party, or City staff member may raise an objection to the possibly irrelevant and immaterial testimony or evidence.

2. The examination of witnesses shall be conducted under oath by direct examination on matters which are relevant and material to the issues before the decision-making body. After the conclusion of direct examination, the witness may be cross examined by another party, decision-making body member, or City staff. The inquiry under cross examination shall be limited to matters raised in the direct examination of the witness being examined. No re-direct shall be allowed unless requested by a party stating the desired area of inquiry and that request is approved by the decision-making body. If re-direct is allowed, it shall be limited to questions of the witness on issues raised on the cross-examination. This provision shall not limit a decision-making body member from questioning any person on matters relevant to the petition before the decision-making body.

3. During the presentation by the opponents or proponents of an issue before the decision-making body, no one may present testimony or evidence which is unduly cumulative or repetitious of previously presented testimony or evidence by a fellow opponent or proponent.

J. *Public Hearing.* After the quasi-judicial hearing is completed, those members of the public who were not a party to the quasi-judicial hearing may be permitted to speak up to three (3) minutes and present testimony to the decision-making body. No party, petitioner, City staff or witness shall speak during the public hearing portion of the proceedings.

K. Decision and Final Order.

1. After the public hearing, the decision-making body shall vote to approve, deny, or approve with conditions the petition. In reaching its decision, the decision-making body shall only consider evidence presented at the hearing and shall base its decision on the competent, substantial evidence of record.
2. After voting, the chair of the decision-making body shall orally issue an order consistent with the vote of the decision-making body.
3. The order shall be reduced to writing and shall include findings of fact and conclusions of law and state whether the petition is approved, denied, or approved with conditions. The order shall also specify any conditions, requirements or limitations on the approval of the petition. The written order shall be presented to the decision-making body for approval at a special meeting, or at the next regular meeting of the decision-making body. The chair of the decision-making body and the city clerk shall execute the order as it is approved. Executed copies of the order shall be sent by certified mail to the petitioner and any affected party.
4. If applicable, the final executed order is a Final Development Order under 12.01.02 and 12.01.03 above. Notice of all Final Development orders must be recorded in the Official Records of Levy County at the petitioner’s expense using a form provided by the City in substantially the following form: (Within the Laws of Cedar Key. Page 380).

2.12.03. Maximum Permissible Sound Levels By Receiving Land Use

Prohibition. No person shall operate or cause to be operated any source of sound in such manner as to create a sound level which exceeds the limits set forth in Table 2.12.03 for the receiving land use category:

Table 2.12.03 MAXIMUM SUSTAINED SOUND LEVELS BY RECEIVING LAND USE

Receiving Land Use	Times of Day	dB(A) Sound Level Limit
Residential/ Educational	7am- 10pm	60
& Institutional	10pm- 6:59am	55
Commercial/ Recreational/	7am- 10pm	65
Conservation/ Aquaculture	10pm- 6:59am	60

2.12.04. Specific Prohibitions and Exemptions

A. *Specific prohibitions.* In addition to the general prohibitions set out in subsection 2.12.02, and unless otherwise exempted by this section, the following specific acts, or the causing or permitting thereof, are hereby regulated as follows:

1. *Motor vehicles.* No person shall operate or cause to be operated a public or private motor vehicle, or combination of vehicles towed by a motor vehicle, that creates a sound exceeding the sound level limits in Table 2.12.03 when the vehicle(s) are not traveling on public streets, highways, driveways, parking lots and ways open to vehicle travel.
2. *Radios, televisions, electronic audio equipment, musical instruments or similar devices.* No person shall operate, play or permit the operation or playing of any radio, tape player, television, electronic audio equipment, musical instrument, sound amplifier or other

mechanical or electronic sound making device that produces, reproduces or amplifies sound in such a manner as to create a noise disturbance across a real property boundary. However, this subsection shall not apply to any use or activity exempted in paragraph B below and any use or activity for which a special events permit has been issued pursuant to section 2.14.00, Special Events, of this Chapter.

3. Loudspeakers and public address systems.

a. No person shall operate, or permit the operation of, any loudspeaker, public address system or similar device, for any commercial purpose:

i. Which produces, reproduces or amplifies sound in such a manner as to create a noise disturbance; or

ii. During nighttime hours on a public right-of-way or public space.

b. No person shall operate, or permit the operation of, any loudspeaker, public address system or similar device, for any noncommercial purpose, during nighttime hours in such a manner as to create a noise disturbance.

4. Animals. No person shall own, possess or harbor an animal or bird that howls, barks, meows, squawks or makes other sounds that:

a. Create a noise disturbance across a residential real property boundary;

b. Are of frequent or continued duration for ten or more consecutive minutes; or

c. Are intermittent for a period of 30 or more minutes.

5. Construction and demolition. No person shall operate or cause the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between the hours of 9:00 p.m. and 6:00 a.m. the following day such that the sound therefrom creates a noise disturbance across a real property boundary, except for emergency work by public service utilities or for other work approved by the City. This section shall not apply to the use of domestic power tools as provided below.

6. Emergency signaling devices.

a. No person shall intentionally sound or permit the sounding outdoors of any fire, burglar or civil defense alarm, siren or whistle, or similar stationary emergency signaling device, except for emergency purposes or for testing as follows:

iii. Testing of a stationary emergency signaling device shall not occur between 7:00 p.m. and 7:00 a.m. the following day.

iv. Testing of a stationary emergency signaling device shall use only the minimum cycle test time, in no case to exceed 60 seconds.

v. Testing of a complete emergency signaling system, including the functioning of the signaling device and the personnel response to the signaling device, shall not occur more than once in each calendar month. Such testing shall only occur on weekdays and not during nighttime hours, and shall be exempt from the time limit specified in paragraph 2. above.

b. No person shall permit the sounding of any exterior burglar or fire alarm unless such alarm is automatically terminated within 15 minutes of activation.

7. Domestic power tools. No person shall operate or permit the operation of any mechanically, electrically or gasoline motor-driven tool during nighttime hours so as to cause a noise disturbance.

8. *Pumps, air conditioners, air-handling equipment and other continuously operating equipment.* No person shall operate or permit the operation of any pump, air conditioning, air-handling or other continuously operating motorized equipment in such a manner so as to cause a noise disturbance.

B. The following activities or sources are exempt from these noise standards:

1. Equipment necessary for a bona fide commercial fishing or aquaculture operation.
2. Bells or chimes or a house of worship.
3. Non-amplified human voice, except yelling, shouting, whistling, hooting, or generally creating a racket such that it creates a noise disturbance during the nighttime hours in a residential area in other than time of emergency.
4. Sounds resulting from any authorized emergency vehicle when responding to an emergency call or acting in time of emergency.
5. Sounds resulting from emergency work as defined in subsection 12.02.01.
6. Any aircraft operated in conformity with, or pursuant to, federal law, federal air regulations and air traffic control instruction used pursuant to and within the duly adopted federal air regulations; and any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control, or being operated pursuant to and subsequent to the declaration of an emergency under federal air regulations.
7. All sounds coming from the normal operations of interstate motor and rail carriers, to the extent that local regulation of sound levels of such vehicles has been preempted by the Noise Control Act of 1972 (42 U.S.C. § 4901 et seq.) or other applicable federal laws or regulations.
8. Sounds from the operation of motor vehicles, to the extent they are regulated by Chapter 316, Florida Statutes.
9. Any non-amplified noise generated by noncommercial public speaking activities conducted on any public property or public right-of-way pursuant to legal authority.
10. Sounds produced at organized sporting events, by fireworks and by permitted parades on public property or public right-of-way.

4-6.03.01. - Basic Requirement for Off-Street Parking.

Off-street parking facilities shall be provided for all development within the City except for the downtown exception area. Where applicable, the parking facilities shall be maintained as long as the use exists that the facilities were designed to serve.

A. *Invalidation of previous provisions and waivers.*

1. Any change of use, redesign or increase in space which would change the parking requirements of this Code shall invalidate any previous parking provisions or waiver of parking requirements and parking shall be re-computed and the provisions of this Code applied, except that any previously granted waiver may be considered in determining parking requirements for existing areas to the extent that such waiver has been documented. When no specific number of parking spaces previously waived has been documented the administrator may determine a past waiver on the basis of one parking space per single-family residential dwelling unit or one parking space per 250 square feet of commercial space which existed prior to the change of use, redesign or increase in space.
2. In determining parking requirements for new uses the administrator shall consider the highest use to which the structure may be used, unless limited by a legal instrument which specifies the intended use for which the parking requirement applies.
3. Waivers shall run with the property and shall not be transferable from one site to another.
4. Uses shall be determined by Part 4-6.03.02 of this Code. When a proposed use is not considered in Part 4-6.03.02 or when an interpretation is required, the administrator shall apply the use classifications or categories of Chapter 4 of the Standard Building Code adopted by reference in Part 4-1.06.02 of this Code.

B. *Computations.* Floor area shall be the sum of the gross horizontal area of all floors of a building measured from the exterior faces of walls. Fractional numbers of one-half shall be rounded to the next whole number.

C. *Parking study.* When a parking study is required by this Code the study shall include, but shall not be limited to, estimates based on professionally accepted sources such as ULI, ITE or the Traffic Institute for uses comparable to the proposed use. Comparability shall be determined by density, scale, bulk, area, type of activity and location. The study shall document the source(s) of data used to develop recommendations.

(History: Ord. Nos. 250, 399, 549)

4-6.03.02. - Number of Parking Spaces Required.

A. The minimum number of parking spaces required for off-street parking shall be according to Table 4-6.03.02:

TABLE 4-6.03.02
NUMBER OF PARKING SPACES REQUIRED

Use	Parking Spaces Required
Residential Dwelling Unit(s) (D/U) that are listed individually on the Local Register of Historic Places or are within the Historic District	
2 or fewer bedrooms	1 space per D/U
3 bedrooms	2 spaces per D/U
4 or more bedrooms	3 spaces per D/U
Residential Dwelling Unit(s) (D/U) that are not listed individually on the Local Register of Historic Places or within the Historic District	
3 or fewer bedrooms	2 spaces per D/U
4 or more bedrooms	3 spaces per D/U
Commercial Uses	2 spaces per business, PLUS
General Commercial	+ 1 space per 250 square feet
Hotel/Motel, Not a D/U	+ 1 space per Hotel/Motel Unit
Restaurant/ Bar /Entertainment	+ 1 space per 100 square feet OR
	+ 1 space per four (4) seats

Combined Uses - Each Use Computed Separately and Adjusted to Avoid Duplication

- B. *Parking study required for change in minimum requirements.* Any development, except for one single-family dwelling unit, proposing fewer than the required number of parking spaces or any request for a change, waiver or variance from the requirements of this Code shall provide the City Commission with five copies of a parking study, as described in Section 4-6.03.01 A. of the Code. Said study shall be conducted at the expense of the developer or petitioner and shall provide justification for any change in the minimum requirements of this Code. The City Commission shall make a determination, after public notice and a public hearing, on the basis of the study within 30 days of public notice.
- C. *[Reserved.]*
- D. *Assessed parking.* The City may assess the owner(s) of areas to be served by parking for the creation of public parking areas. The required off-street parking for a particular use shall be reduced by its proportionate share of any public parking area for which it has been specially assessed.
- E. *Joint use parking.* The City may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing parking when their respective hours of operation and need for parking do not normally overlap. As a condition of approval, the owner(s) shall submit a legal agreement guaranteeing the joint use of off-street parking for as long as the uses requiring parking exist or until the required parking is provided elsewhere.
- F. *Parking deferral.* The City commission may defer all or part of the parking requirements of this Code through a written agreement with the owner(s) or developer which provides that deferred parking spaces required shall be provided, within three years of the date of the agreement. Thereafter, the parking deferral may only be extended as the result of a parking study which meets the requirements of this Code. The decision to grant or deny an extension of the deferral shall be based on findings in the parking study. An extension shall not exceed the three year period of the original deferral.
- G. *Historic preservation exemption.* The City commission may grant a reduction in, or exemption from, the parking requirements of this Code for the preservation of any property that has been placed on the Local Register of Historic Places or located in a Historic District and subject to the historic preservation provisions of this Code. The City may grant the reduction or exemption without the need for a parking study unless a severe parking shortage or severe traffic congestion exists or will result from the reduction or exemption. The reduction or exemption shall apply only to the area of existing buildings which are included in the Local Register or District.
- H.

Handicapped parking. Parking areas to be used by the general public shall provide handicapped parking consistent with F.S. § 316.1955/1956.

- I. *Off-shore development parking.* Any off-shore development within three miles seaward of the City limits and not connected by a bridge or ferry system, which cannot show evidence of accessible parking for owners or users, shall meet the requirements of this Code through the provision of alternate off-site off-street parking.
- J. *Downtown exception area.* All parcels or lots with existing structures as of December 1, 2005 and within an area bounded by: 1st Street on the south; 3rd street on the north; A street on the east; and D street on the west shall be exempt from the off-street parking and loading requirements of this Code. In addition, all parcels or lots with existing structures on the north side of 3rd Street between A and D streets; and, all parcels or lots with existing structures along both sides of Dock Street shall be exempt from the off-street parking and loading requirements of this Code. The Planning and Development Administrator shall maintain an inventory of the lots and parcels within the downtown exception area that have existing structures as of December 1, 2005.

(History: Ord. Nos. 399, 429, 549)

4-6.03.04. - Design Standards of Off-Street Parking and Loading Areas.

All facilities shall meet the location, size and layout provisions of this Code.

- A. *Location.* Except as provided herein, all required off-street parking and the use it is intended to serve shall be located on the same parcel.
- B. *Alternate locations.* The City Commission may authorize the use of off-site off-street parking spaces which will serve the use for which it is intended. Residential off-site off-street parking shall be within 250 feet of the units served. Commercial or offshore off-site off-street parking shall be within one-half mile of the commercial site or shoreline. Land designated for off-site off-street parking shall meet the standards of this Code and shall be reserved for parking purposes through recorded deed restrictions or legal agreements which shall continue in effect for so long as the parking need of the use it serves shall continue.
- C. *Size.*
 1. Standard and compact parking spaces shall be sized according to Figure 4-6.03.04.C.
 2. Other spaces shall be sized as follows:
 - a. Parallel parking spaces shall be a minimum of eight feet wide and 22 feet long.
 - b. [Reserved.]
 - c. Handicapped parking spaces shall be as specified in F.S. § 316.1955.
 - d.

Off-street loading spaces shall be ten feet wide, 25 feet long, provide vertical clearance of 15 feet, and provide adequate area for maneuvering, ingress and egress. Larger spaces may be required or built to accommodate larger vehicles and up to 55 feet in length may be required if full-length tractor-trailers must be accommodated.

Figure 4-6.03.04.C.

Standard Cars							Compact Cars								
	A	B	C	D	E	F	G		A	B	C	D	E	F	G
0°	9.0'	9.0'	12.0'	23.0'	30.0'	--		0°	8.0'	8.0'	12.0'	16.0'	28.0'	--	
	9.5'	9.5'	12.0'	23.0'	31.0'	--			8.5'	8.5'	12.0'	16.0'	29.0'	--	
	10.0'	10.0'	12.0'	23.0'	32.0'	--									
20°	9.0'	15.3'	12.0'	26.3'	42.6'	34.2'		20°	8.0'	13.0'	12.0'	23.4'	38.0'	30.5'	
	9.5'	15.7'	12.0'	27.8'	43.4'	34.4'			8.5'	13.5'	12.0'	24.9'	39.0'	31.0'	
	10.0'	16.2'	12.0'	29.2'	44.4'	35.0'									
30°	9.0'	17.8'	12.0'	18.0'	47.6'	39.8'		30°	8.0'	14.9'	12.0'	16.0'	41.8'	34.9'	
	9.5'	18.2'	12.0'	19.0'	48.4'	40.2'			8.5'	15.4'	12.0'	17.0'	42.8'	35.4'	
	10.0'	18.7'	12.0'	20.0'	49.4'	40.8'									
40°	9.0'	19.7'	12.0'	14.0'	51.4'	44.6'		40°	8.0'	16.4'	12.0'	12.4'	44.8'	38.7'	
	9.5'	20.1'	12.0'	14.8'	52.2'	45.0'			8.5'	16.8'	12.0'	13.2'	45.6'	39.1'	
	10.0'	20.5'	12.0'	15.6'	53.0'	45.4'									
45°	9.0'	20.5'	12.0'	12.7'	53.0'	46.6'		45°	8.0'	17.0'	12.0'	11.3'	46.0'	40.4'	
	9.5'	20.8'	12.0'	13.4'	53.6'	46.8'			8.5'	17.3'	12.0'	12.0'	46.6'	40.6'	
	10.0'	21.2'	12.0'	14.1'	54.4'	47.4'									
50°	9.0'	21.1'	16.0'	11.7'	58.2'	52.4'		50°	8.0'	17.4'	16.0'	10.4'	50.8'	45.6'	
	9.5'	21.4'	16.0'	12.4'	58.8'	52.6'			8.5'	17.8'	16.0'	11.1'	51.6'	46.2'	
	10.0'	21.7'	16.0'	13.1'	59.4'	53.0'									
60°	9.0'	21.8'	18.0'	10.4'	61.6'	57.0'		60°	8.0'	17.9'	18.0'	9.2'	53.8'	49.8'	
	9.5'	22.1'	18.0'	11.0'	62.2'	57.4'			8.5'	18.2'	18.0'	9.8'	54.4'	50.1'	
	10.0'	22.3'	18.0'	11.5'	62.6'	57.6'									
70°	9.0'	21.9'	20.0'	9.6'	63.8'	60.8'		70°	8.0'	17.7'	20.0'	8.5'	55.4'	52.6'	
	9.5'	22.0'	20.0'	10.1'	64.0'	60.8'			8.5'	17.9'	20.0'	9.0'	55.8'	52.8'	
	10.0'	22.2'	20.0'	10.6'	64.4'	61.0'									
80°	9.0'	21.3'	24.0'	9.1'	66.6'	65.0'		80°	8.0'	17.2'	24.0'	8.1'	58.4'	57.0'	
	9.5'	21.3'	24.0'	9.6'	66.6'	65.0'			8.5'	17.3'	24.0'	8.6'	58.6'	57.2'	
	10.0'	21.4'	24.0'	10.2'	66.8'	65.0'									
90°	9.0'	20.0'	24.0'	9.0'	64.0'	--		90°	8.0'	16.0'	24.0'	8.0'	56.0'	--	
	9.5'	20.0'	24.0'	9.5'	64.0'	--			8.5'	16.0'	24.0'	8.5'	56.0'	--	
	10.0'	20.0'	24.0'	10.0'	64.0'	--			10.0'	20.0'	24.0'	10.0'	64.0'	--	

;adv=14; A = Parking angle B = Stall width C = Stall to curb D = Aisle width E = Curb length per car F = Minimum overall double row with aisle between G = Stall center (does not include overhang)

- E. *Layout.* Parking and loading areas, circulation facilities, roadways and driveways shall be designed to be safe and convenient and meet the following regulations:
1. No parking space shall be located so as to block access by emergency vehicles.
 2. The design shall be based on a definite and logical system of drive lanes to serve the parking and loading spaces. A physical separation or barrier, such as vertical curbs, may be required to separate parking spaces from travel lanes.
 3. Parking spaces for all uses, except single family residential uses, shall be designed to permit entry and exit without moving any other vehicles.
 4. Aisles and driveways shall not be used for parking vehicles, except that the driveway of a single family or duplex residence may be counted as one or more, depending on length, parking spaces as determined by the administrator.
 5. Each off-street parking space shall open directly onto an aisle or driveway that, except for single family or duplex residences, is not a public street.
 6. The overall layout of a site shall assure that buildings, parking and loading areas, landscaping and open space shall be designed as integral parts of the development plan so that pedestrians moving within the site are not unreasonably exposed to vehicular traffic or obstacles.
 7. No more than 25 percent of the parking spaces in a layout shall be for compact cars.

(Ord. No. 549)

Parking Calculations

Total Square Footage: Primary Building = Base 3548 sf + Tiki Bar 360sf = 3908 sf

Liquor Store 900sf (aprox)

Commercial Uses require 2 spaces per business PLUS 1 space per 250 sq ft

Total Parking Required: 2 + 3.6 = 5.6 spaces

Bar Area, including Tiki Bar 2648 + 360 = 3008 sq ft

Commercial Uses require 2 spaces per business PLUS 1 space per 250 sq ft

Total Parking Required: 2 + 12.03 = 14.03 spaces

Total Required Parking based on Change of Use: **19.63 (20) spaces**

OPTION:

Commercial Use - 2 spaces PLUS 1 space per four (4) seats - Proposed Seating: 40

Total Parking Required: **12 spaces**

Staff Report:

The City Commission may approve an application with conditions so long as each condition is reasonable, clearly described, and supported by a finding or conclusion of the Commission on one or more of the factors. The type of conditions the Commission may impose include, but are not limited to, the following:

- a. Limitations on the hours of operation, and/or other limitations on the activities taking place on the site;
- b. Use of buffers beyond that otherwise required by this Code;
- c. The relocation, reconfiguration or other change to any proposed structure or facility on the site, including buildings, accessory structures, dumpsters, air conditioning units, parking facilities, signs, and ingress and egress;
- d. Provide a permit application for any/all changes made to existing structure(s) and follow all Florida Building Code Requirements, Fire & Life Safety Requirements, to include but not limited to plan review by Fire Marshal, Floodplain guidelines, Development Review by the City Commission and the Permitting Process for the City of Cedar Key;
- e. Provide required Certificate of Business Use application, per Business; meet all requirements associated to the business use permit.

Layout/Design Requirements - as submitted, the parking and loading areas shall be safe and convenient. Item 5 requires each off-street parking space to open directly onto an aisle or driveway and not a public street. As designed, reentry onto a public street is indicated.

NOTE - no part of this application addresses or ask for approval for any non-permitted development currently occurring on adjacent parcel (0039600000).



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COUNTY, PARKING RESTRICTIONS ON STATE ROAD RIGHT OF WAY [View PDF](#)

Number: AGO 2001-22

Issued March 20, 2001

Subject: County, parking restrictions on state road right of way

Mr. Gary E. Eckstine
Flagler County Attorney
1200 East Moody Boulevard #11
Bunnell, Florida 32110

RE: TRAFFIC--COUNTIES--DEPARTMENT OF TRANSPORTATION--parking restrictions on state roads. ss. 316.002, 316.006 and 316.194, Fla. Stat.

Dear Mr. Eckstine:

On behalf of the Flagler County Board of County Commissioners, you ask substantially the following question:

May a county impose more stringent parking regulations on the right-of-way of state roads?

In sum:

While a county may enforce state traffic laws on state roads, it may not impose more stringent parking regulations on state roads.

The Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, was enacted to "make uniform traffic laws to apply throughout the state and its several counties and uniform traffic ordinances to apply in all municipalities." [1] The purpose of the act was to eliminate the "hodgepodge of ordinances which vary as to language and penalty" resulting in an inconvenience and hazard to travelers. [2]

The provisions of Chapter 316, Florida Statutes, are "applicable and uniform throughout this state and in all political subdivisions and municipalities therein, and *no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized.*" [3] (e.s.) Section 316.002, Florida Statutes, specifically states that it is unlawful for any local authority to pass or attempt to enforce any ordinance in conflict with the provisions of Chapter 316. This office has stated that Chapter 316 operates to prohibit any local legislation on traffic control or the enforcement thereof under the police power of a municipality, except as may be expressly authorized by the Uniform Traffic Control Law. [4]

Section 316.006, Florida Statutes, sets forth the jurisdiction to control traffic, providing in pertinent part:

"(1) STATE.--The Department of Transportation shall have all original jurisdiction over all *state roads* throughout this state .

...

(3)(a) COUNTIES.--Counties shall have original jurisdiction over all streets and highways located within their boundaries, *except all state roads* and those streets and highways specified in subsection (2) . . . " [5] (e.s.)

"STATE ROAD" is defined by section 316.003(50), Florida Statutes, as "[a]ny highway designated as a state-maintained road by the Department of Transportation." [6]

In setting forth the powers of local authorities, section 316.008, Florida Statutes, recognizes that local authorities may regulate, among other things, stopping, standing or parking on "streets and highways under their jurisdiction[.]" [7] *State roads are not within the jurisdiction of local authorities, although local authorities are authorized to enforce state traffic laws on such roads.* [8] Thus, if the Department of Transportation, which has original jurisdiction over state roads, has posted "no parking" signs on the right-of-way, local authorities should enforce such provisions.

Your inquiry is prompted by concerns regarding vehicles parked on the right-of-way of a state road. Section 316.194(Florida Statutes, provides for the removal of a vehicle that is found unattended on a public highway:

"Officers are hereby authorized to provide for the removal of any abandoned vehicle to the nearest garage or other place of safety, cost of such removal to be a lien against [the] motor vehicle, when said abandoned vehicle is found unattended upon a bridge or causeway or in any tunnel, or on any public highway in the following instances:

1. Where such vehicle constitutes an obstruction of traffic;
2. Where such vehicle has been parked or stored on the public right-of-way for a period exceeding 48 hours, in other than designated parking areas, and is within 30 feet of the pavement edge; and
3. Where an operative vehicle has been parked or stored on the public right-of-way for a period exceeding 10 days, in other than designated parking areas, and is more than 30 feet from the pavement edge. However, the agency removing such vehicle shall be required to report same to the Department of Highway Safety and Motor Vehicles within 24 hours of such removal." [9]

As attorney for Flagler County, you have advised the board of county commissioners that it is your opinion that the county cannot prohibit or more restrictively regulate vehicle parking on a state road right-of-way. Based upon the above, I concur in that conclusion.

Accordingly, I am of the opinion that while a county may enforce state traffic laws on state roads, it may not impose additional more stringent regulations on such roads.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tjw

[1] Section 316.002, Fla. Stat.

[2] See the preamble to Ch. 71-135, Laws of Florida, creating Ch. 316, Fla. Stat.

[3] Section 316.007, Fla. Stat.

[4] See, e.g., Ops. Att'y Gen. Fla. 98-62 and 98-15 (1998).

[5] Subsection (2) of s. 316.006, Fla. Stat., gives original jurisdiction to municipalities over streets and highways, except state roads, located within their boundaries.

[6] See s. 316.003(53)(a), Fla. Stat. defining "STREET OR HIGHWAY" to mean, among others, "[t]he entire width between the boundary lines of every way or place of whatever nature when any part thereof is open to the use of the public for purposes of vehicular traffic[.]" Cf. s. 334.03(22) and (23), Fla. Stat., respectively defining "Right-of-way" and "Road" for purposes of the Florida Transportation Code:

"(22) 'Right-of-way' means land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility.

(23) 'Road' means a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way . . ."

[7] Section 316.008(1)(a), Fla. Stat.

[8] See *State v. Williams*, 303 So. 2d 74 (Fla. 3d DCA 1974), case dismissed, 314 So. 2d 591 (Fla. 1975), concluding that the jurisdiction vested by s. 316.006, Fla. Stat., relates only to the control or regulation of traffic and does not extend to the enforcement of traffic laws; thus, while a municipality did not have the authority to regulate traffic on a state road or interstate highway located within its municipal boundaries, a municipal police officer had the right to arrest a motorist for violating the state traffic code on such a road. And see Ops. Att'y Gen. Fla. 89-57 (1989) and 81-41 (1981).

[9] Cf. s. 337.406(1), Fla. Stat., providing that it is unlawful to make use of the right-of-way of any state transportation facility outside an incorporated municipality "in any manner that interferes with the safe and efficient movement of people and property from place to place on the transportation facility. . . . Such prohibited uses include, but are not limited to, . . . the servicing or repairing of any vehicle, except the rendering of emergency service; the storage of vehicles being serviced or repaired on abutting property or elsewhere"

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Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

Permit Applications (x2) for 12050 SR24)

From Jennifer Sylvester <jsylvester@cedarkeyfl.us>

Date Mon 6/9/2025 9:04 AM

To Laura Gregory <manager@lowkeyhideaway.info>

Cc Scott Larsen <scottlarsen@gmail.com>

Hello -

Please see below, the review comments for both applications (25-148 & 25-149) as provided by the building official. Please provide a written response to the comments:

1. **25-149 (Motel Rooms). Denied at this time.** The project cost cumulative with application 25-148, will exceed the 50% threshold for substantial improvements. This is based on the provided appraisal report.
2. **25-148 (Clubhouse/Lobby). Issuing the permit under protest.** The work in 25-148 appears to overlap work within 25-149. Issuing the permit in protest for 25-148 best represents the scope of work presented by the Owner. 25-148 would be a permit issued in protest with the conditions that are attached. The work within 25-148 can proceed. Bar may continue to operate while the owner/applicant meets conditions or address conditions.

Permit 25-148

We issue this permit under protest. The City does not anticipate the ability to meet the statutory review periods established by FBC 105.3.1.3 and related sections for this application. Also, we do not anticipate the ability to approve, approve with conditions, or deny the application within the statutory review periods. The applicant demands that the tolling is met and as such, the City issues this permit under protest. The applicant may proceed with related rights and privileges per applicable Statutes, and the City retains their rights also.

The conditions of this permit in protest are as follows:

1. Life Safety. Always Conform to NFPA 101 and FBC Chapter 10.
2. The parcel proper contains multiple proposed uses and occupancies in the project history and proposed plans. It is our understanding that these are hotel, bar, and RV uses. The review interpreted this as a mixed use and the project must comply with the most restrictive conditions of the mixed uses/multiple occupancies. *Declaratory Statement FFPC Section 6.1.14.4/ FBC 506.2.2/ FBC Chapter 3.* The applicant must provide additional clarification on compliance for this condition.
3. Although a permit under protest is issued, the City still can revoke the permit within their powers. Ordinance 1-1.01.00
4. The parcel lies within City limits. Ordinance Chapter 1
5. The parcel traffic flow must conform to Ordinance Article VI and related sections.
6. The project must comply with the City's comprehensive plan. Ordinance Chapter 3.

7. Chapter 3. Objective 1-1. Policy 1-1.1H. Provide needed vehicle parking and ensure safe and convenient on-site traffic flow.
8. Commercial and Mixed use are separate uses defined within the Ordinance. Chapter 3 Objective 1-2. Policy 1-2.1
9. Without mention, the City may request information on any item in the Ordinance as it applies to this permit under protest.
10. This permit under protest provides no exceptions or variance approval of any applicable codes.
11. For connections and access points to SR 24, comply with Chapter 3 Policy 2-1.2 and related sections.
12. Submit copies of any County and State permits including a FDOT Driveway connection permit as applicable.
13. To the best of the City's knowledge, there is no off-street parking adjacent to this parcel within SR 24.
14. Chapter 4-1.04.06 Parking. Please comply.
15. See Ordinance Chapter 5 for fees and related City policies.
16. The City participates in the NFIP. The project will need to conform to all related policies for substantial damage and substantial improvements. One such policy is the 50% rule which is used to calculate the allowable improvements for non-conforming structures.
17. The project will still require building inspections per the Florida Building Code. FBC 105
18. The City will not pass the final building, electrical, mechanical, or plumbing inspections until all conditions under this protest are addressed by the applicant. FBC 105
19. It is the applicant's responsibility to request permit extension requests as needed for this permit. The City will not advise of the same beyond referencing the Ordinance or the Florida Building Code. FBC 105
20. These are the conditions that the City offers for this permit in protest. Please advise in writing when the applicant feels that these conditions have been met or have been resolved by the applicant.

Respectfully,

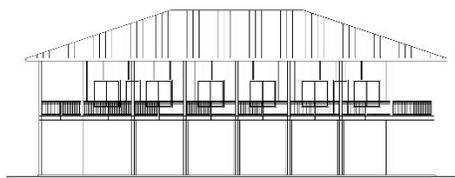
Joe Payne, PE MBA
Building Official, City of Cedar Key
President – JPI
813.520.1683

Jennifer Sylvester
City of Cedar Key,
Clerk's Office/Building and Planning Dept.
P.O. Box 339
809 6th Str.
Cedar Key, FL 32625
(352)543-5132
(866)674-2419 fax

Florida has a very broad public records law. Written communications to or from state officials regarding state business constitute public records and are available to the public and media

PARCELO512000000 AND 0850700000

Relocation Of Fire Damaged Restaurant For Steamers Clam Bar & Grill Cedar Key, Florida



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0185 - Site Plan	0285 - Foundation	0385 - Floor Plans
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0187 - Site Plan	0287 - Foundation	0387 - Floor Plans
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Steamers Clam Bar & Grill
Cedar Key, Florida

Design: Gill

Taylor Construction & Development, Inc.

Architect: Donald Alan Yaseky ARCHITECT

DATE: 11/18/2025
SCALE: AS SHOWN
SHEET NO. A-1

11/18/2025

Formal Quasi-Judicial Hearing: Development Review

Petitioners are requesting a development review for a new commercial restaurant building and the demolition of existing hardware store for parking.

Staff Report

Development Review Application #2025-06

Ordinance 4-12.02.05. Submittals.

A. *Application.*

- a. The application was reviewed as administratively complete by the City at intake. The application was then forwarded to complete a technical review with respect to the Ordinance.

B. *General development plan requirements.*

The plans were submitted to scale. The plans were consistent with the front cover sheet requirements within the Ordinance.

The applicant provided electronic copies to meet the copy requirement within the Ordinance.

C. *Required development plan information.* Development plans shall include the following information:

1. *Existing conditions.*

- a. The property is located within Section 32 Township 15 Range 13. The total acreage was reported as mathematically equivalent to 0.38 acres. The parcel ID was provided as 05120000 and 085070000. The applicant was Dennis Gill with address at 409 1st Street and provided contact phone number of 727.255.4984
- b. The existing Land Use is Mixed Use. The proposed land use is permissible for Mixed Use per Ordinance.
- c. Abutting property includes mixed use, vacant lands, City owned lands, commercial properties, and residential properties. The applicant will need to notify the abutting property owners of this Development activities
- d. The application included a Geotechnical/ Soils Report. The Soils report described subsurface conditions.
- e. There was no vegetative cover of significance reported on the lot.
- g. The application included existing elevations consistent with site topography.
- h. The application included grading information consistent with a grading plan.
- i. The applicant noted no surface waters within the property or along the property lines.
- j. The application included the 100-year flood elevation, minimum required floor elevation and boundaries of the 100-year floodplain (coastal high hazard area) for all parts of the proposed development.
- m. The application contained ground level plans consistent with the depiction of Drainage basins or watershed boundaries.

2. *Proposed development activities and design.*

- a. The application mathematically interpreted the Area and percentage of the total available land area to be covered by an impervious surface.
- b. The application contained information consistent with Grading plans and perimeter grading.
- c. The application contained information consistent with the remainder of the items listed within Section 2 Proposed development activities and design of this Section.
- d. The application contained information consistent with land surface percentage, environmental, and endangered species.
- e. The applicant will apply for signage at a later date.
- f. The application includes Building elevation and the building dimensions.
- g. There is no subdivision proposed. There is no replat proposed. There are no residential units proposed. There is no land proposed for dedication. There are no reported on site wells. There are no reported historic or archeological sites on site or within vicinity.
- h. During the review, the applicant was advised that fire protection system review and approval is needed when the applicant decides to submit for a building permit application.

The findings of this Report recommend staff approval for the application.

City of Cedar Key-
Development Review Application

Applicant Name: DENNIS GILL Phone: (727) 255-4894
Address: 16530 HODGE AVE CEDAR KEY FL 32625

Property Owner: RONNIE TAYLOR Phone: _____
Address: 16333 ANDREWS CIRCLE CEDAR KEY FL 32625

Property Description:

Section-Township-Range: 32-15-13 0 Total Acres: .38
Tax Parcel Number(s) or Attach Legal Description: 051200000 + 085070000
Location: _____

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

12.02.00. PROCEDURE FOR REVIEW OF DEVELOPMENT PLANS 12.02.01. Pre-Application Conference

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

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

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

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

X [Signature]
Signature (Owner/ Agent)

11/13/25
Date

Application Received Date: 3/25/25 Fee \$ 1100⁰⁰ Received
CK# 2095

Application Number: 2025-06
SPECIAL ACTION

City of Cedar Key-
Development Review Application

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

NEW CONSTRUCTION COMMERCIAL RESTAURANT
BUILD
DEMOLITION OF EXISTING HARDWARE STORE
TO BECOME PARKING.

[Signature]
Signature (Owner/ Agent)

11/13/25
Date

AFFIDAVIT

Owner(s) RONNIE TAYLOR (TRUSTEE)
Tax Parcel Number(s) or Attach Legal Description: 05120000040850700000

I (we), the property owner(s) of the subject property, being duly sworn, depose and say:
(initial applicable statements)
 That I am (we are) the owner(s) and record title holder(s) of the above-described property.
 That the above-described property is the property for which the attached application for land use change is being made.
 That I (we) have appointed the following person as my (our) agent to execute any agreement, and other documents necessary to effectuate such agreement in the process of pursuing the attached variance/ conditional use/ hardship request: DENNIS GIBL

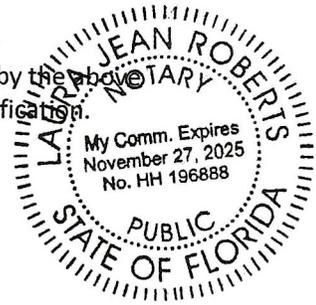
I (we) swear or affirm that the above information is true and correct to the best of my (our) knowledge.

[Signature]
Signature (Owner/ Agent)

Ronnie F. Taylor
Signature (Owner/ Agent)

Sworn to and subscribed before me this 13th day of NOVEMBER, 2025, by the above signed who is personally known to me, or who has produced Driver Lic as identification.

[Signature]
Signature of Notary



Application Received Date: 3/25/25 Fee \$ 1100⁰⁰ Received
CK# 2095

Application Number: 2025-06
SPECIAL ACTION

CITY OF CEDAR KEY

NOTICE OF FORMAL QUASI-JUDICIAL HEARING PETITION FOR DEVELOPMENT REVIEW

Petition No 2025-06 Development Review

Applicant: Dennis Gill

Location: 409 1st Street – 32-15-13

Legal: Parcel # 0851200000 and 0850700000

Notice is hereby given that a Formal Development Review will be conducted by the Cedar Key City Commission on Tuesday, November 18, 2025, at 5 pm at City Hall, 809 6th Str., Cedar Key, Florida 32625, to hear and act upon a request of an application for a Development Review.

Petitioners are requesting a development review for the new construction of a commercial restaurant building and the demolition of existing hardware store located at 409 1st Str.

All interested persons are urged to attend. Comments may be forwarded to the City of Cedar Key, PO Box 339, Cedar Key, Florida 32625, or bring them to the office of the City Clerk at City Hall in Cedar Key, FL.

An Affected Party who is interested in participating at the hearing is required to complete a Registration Card in the form prescribed by the decision-making body prior to the start of the review, in accordance with Chapter 4, Article XII §12.12.02 within the Laws of Cedar Key. The definition of the term “Affected Party” is set forth in §12.12.02.

If any person decides to appeal the decision of the Commission with respect to any matter considered at said Public Hearing, that person will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the Appeal is to be based.

If any accommodations are needed for persons with disabilities, contact the Clerk’s Office in City Hall (352) 543-5132.

Cedar Key City Commission
Cedar Key, Levy County, Florida

2025-06

Steamer's

409 1st Street

Dennis Gill Propertires, Inc.

PO Box 180

Cedar Key, FL 32625

Hilgendorf Betty G Trs

Betty G Hilgendorf Revocable Living Tr

7131 NW 23rd Ave

Gainesville, FL 32601

Diocese of St. Augustine, Inc.

PO Box 863

Chiefland, FL 32644

Frances Hodges

PO Box 555

Cedar Key, FL 32625

**BEFORE THE HISTORICAL PRESERVATION BOARD
OF THE CITY OF CEDAR KEY**

IN RE: **CERTIFICATE OF APPROPRIATENESS**

OWNER: **Ronnie Taylor, Trustee**

APPLICANT: **Dennis Gill**

PETITION: **No. 2025-05**

FINAL ORDER

Dennis Gill came before the Historical Preservation Board for the City of Cedar Key, Florida, on March 18, 2025 requesting a Certificate of Appropriateness for the demolition of the existing hardware store structure and construction of a new structure to house Steamers Clam Bar & Grill at **409 1st Street, Cedar Key, Florida**, described as follows:

**Lands described in deed recorded at BOOK 1122, PAGE 224 and
BOOK 1709, PAGE 114 public records
Parcel ID Number- 0850700000 and 0851200000**

The Historical Preservation Board conducted an informal quasi-judicial hearing. Local Planning Administrator Jennifer Sylvester presented the City staff report.

Based upon the presentation of competent and substantial evidence that the proposal meets the criteria for a Certificate of Appropriateness in the Laws of Cedar Key, Chapter Four, Section 3.01.06,

IT IS ORDERED THAT:

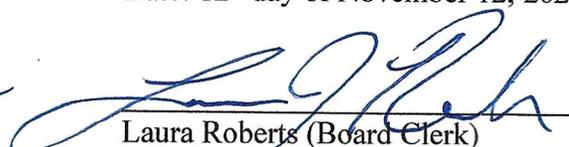
Application 2025-05, for a Certificate of Appropriateness is hereby approved as presented with the following condition:

That the elevator shaft be covered similar to the exterior of the building with the board and batten; that the roof is now to be the 5V galvalume versus white; and that the owner will submit something to the board or city commission with regards to softening the open space underneath, consistent with City of Cedar Key land development code and the national guidelines.

THIS APPROVAL IS ONLY FOR THE SPECIFIC PROPOSAL PRESENTED TO THE BOARD, AND IS LIMITED TO THE HISTORICAL APPROPRIATENESS THEREOF. ALL OTHER APPLICABLE ORDINANCES, RULES AND REGULATIONS MUST BE COMPLIED WITH.

Date: 12th day of November 12, 2025.


Ms. Vanessa Edmunds, Chairperson


Laura Roberts (Board Clerk)

**BEFORE THE HISTORICAL PRESERVATION BOARD
OF THE CITY OF CEDAR KEY**

Ronnie Talyor, Trustee and Dennis Gill

PETITION 2025-05

NOTICE OF FINAL ORDER AFFECTING USE OF PROPERTY

This document is recorded in the Official Records of Levy County as notice that the property described below is the subject of a final order issued by the City Commission of the City of Cedar Key. Please consult the Final Order referenced below for potential limitations on the use of the subject property. Public record of all Final Orders of the City of Cedar Key are maintained at City Hall, 490 Second Street, Cedar Key, Florida 32625.

Subject Property Address: **409 1st Street, Cedar Key, Florida 32625 Parcel ID**
Levy County Parcel ID: **Number 0850700000 and 0851200000**
Owner/Applicant: **Ronnie Taylor, Trustee / Dennis Gil**
Legal Description: **Lands described in deed recorded at BOOK 1122, PAGE 224 and
BOOK 1709, PAGE 114 public records**
Final Order Number: **Petition 2025-05**

Type:

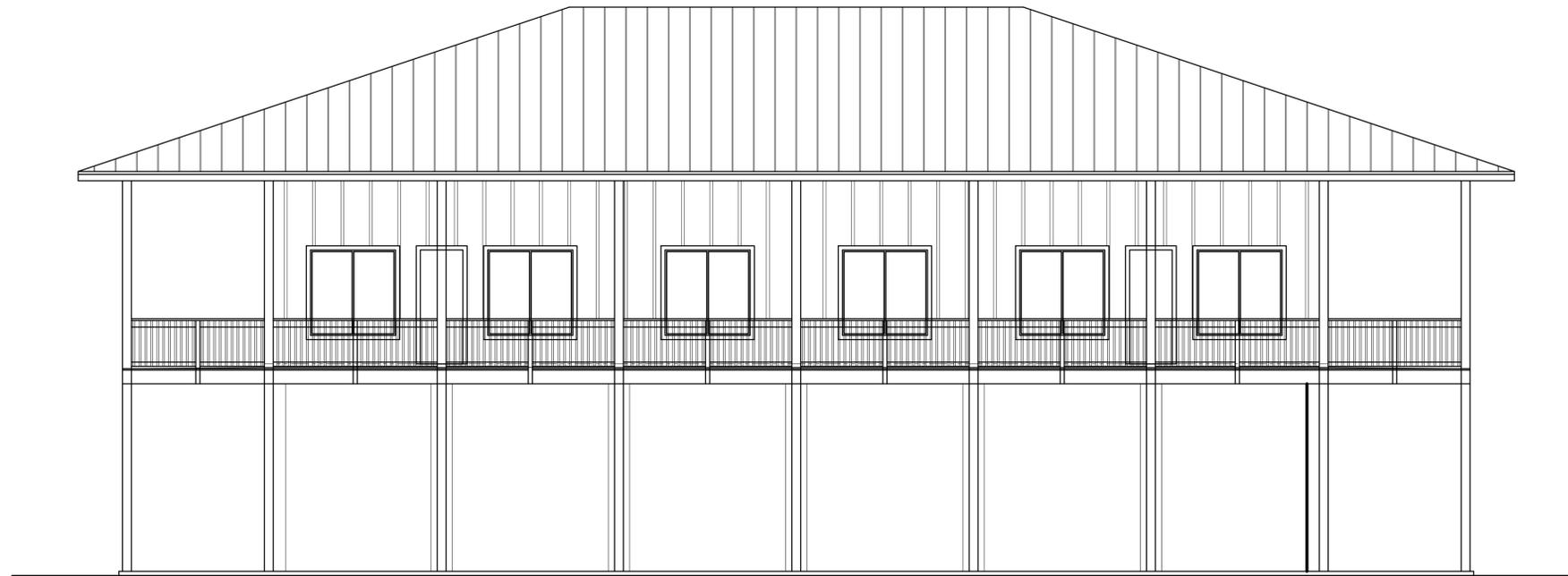
<input type="checkbox"/>	Minor Replat (attach boundary survey not larger than 8.5" by 17")	
<input checked="" type="checkbox"/>	Certificate of Appropriateness	<input type="checkbox"/> Conditional Use Permit
<input type="checkbox"/>	Development Plan	<input type="checkbox"/> Subdivision
<input type="checkbox"/>	Certificate of Appropriateness for Demolition	<input type="checkbox"/> Variance
<input type="checkbox"/>	Other: _____	

I certify that the information stated herein is true and accurate.

Signed:  Date: 11/13/25
Printed Name: Laura Roberts
Title: City Clerk

Relocation Of Fire Damaged Restaurant For Steamers Clam Bar & Grill

Cedar Key, Florida



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A-7	Ground Level Floor Plan
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E-4	Ground Level Electrical Lighting Plan & Light Fixture Schedule
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P-3	First Floor Level Plumbing Water Supply Plan & Plumbing Fixture Unit Schedule
P-4	First Floor Level Plumbing Sanitary Plan & Clean Out On Grade Detail

Steamers Clam Bar & Grill
Cedar Key, Florida

Owner
Dennis Gill
Cedar Key, Florida

General Contractor
Taylor Construction & Development, Inc.
Cedar Key, Florida

Architect
Donald Alan Yanskey
ARCHITECT
Gainesville, Florida



DONALD ALAN YANSKEY, ARCHITECT
FLORIDA REGISTRATION NO. AR0011010
DATE: OCTOBER 17, 2025

DATE Oct. 17, 2025	DRAWN BY D. A. Y.	CHECKED D. A. Y.	REVISIONS
JOB NAME Steamers			

Relocation Of Fire Damaged Restaurant For
Steamers Clam Bar & Grill
Cedar Key, Florida

SHEET
A-1
OF 39

Donald Alan Yanskey
ARCHITECT
2421 Northwest 48th Avenue • Gainesville, Florida 32605
Cell (352) 278-7872 • Email: dalyanskeyarchitect@gmail.com

Taylor Construction & Development, Inc.
12501 State Road 24
Cedar Key, Florida
352-949-005

Code References:

Design & Construction:

Florida Building Code 8th Edition 2023 - Building
 Florida Building Code 8th Edition 2023 - Plumbing
 Florida Building Code 8th Edition 2023 - Mechanical
 Florida Building Code 8th Edition 2023 - Test Protocols
 Florida Building Code 8th Edition 2023 - Energy Conservation
 National Electrical Code, 2023

Fire & Life Safety:

Florida Fire Prevention Code, Florida Building Code 8th Edition 2023
 Florida Statutes, Chapter 633
 Uniform Fire Code: NFPA 1
 Life Safety Code: NFPA 101, Florida 2023 Edition

Code Design Criteria:

Floor Live Load = 25 PSF
 Floor Live Load = 100 PSF

Type Of Construction:

V-B

Occupancy Classification:

Assembly Group A-2 - Restaurant

Sprinklered:

The Building Is Furnished With A Complete Automatic Fire Sprinkler System.

Notes:

1. Fire Rated Walls Will Not Be Required.
2. Fire Barriers Will Not Be Required.
3. Fire Partitions Will Not Be Required.
4. Smoke Barriers Will Not Be Required.
5. Smoke Partitions Will Not Be Required.
6. The Building Is Equipped With A Complete Monitored Fire Alarm System.

Lot Coverage Area:

Total Lot Area	16,750 Sq. Ft.
Impervious Areas:	
Concrete HC Ramp	377 Sq. Ft.
Lift	25 Sq. Ft.
Building Area	7,462 Sq. Ft.
Total Impervious Areas	7,864 Sq. Ft.
Impervious Lot Coverage	46.95%
Pervious Lot Coverage	53.05%

Flood Zone:

Subject Property Lies In F.E.M.A. Flood Hazard Zone "AR" (Base Flood Elevation = 15')

Required Parking Spaces:

5,625 Sq. Ft. / 100 Sq. Ft. Per Space = 56.25 Spaces
 15 Parking Space Are On Site Including 1 Handicap Parking Space.
 Additional Parking Will Be In Adjacent Public Parking Areas.

Drainage Calculations:

Curve Number Calculation:
 Open Space, Good Condition, A Soils: CN=39 Impervious, CN=98
 $[(98 \times 7,864) + (39 \times 8,886)] / 16,750 = 66.7$
 Runoff Volume (Curve Number Method):
 25 Year, 24 Hour Storm = 10" CN=66.7
 $S = 1,000 / 66.7 - 10 = 4.99'$
 $Q = (10 - 0.2 (4.99)) / 2 / (10 + 0.8 (4.99)) = 5.79'$
 $V = 5.79 / 12 \times 16,750 = 8,082 \text{ Cu. Ft.}$

General Notes

1. All Work Shall Be In Strict Accordance With The Latest Revisions To The "Florida Building Code, 8th Edition (2023)", Building And All Applicable Codes, Ordinances And Regulations Of Local Governing Authorities.
2. Any Discrepancies Between Referenced Standards And The Drawings Shall Be Brought To The Attention Of The Architect In Writing Prior To Commencing The Work. Commencement Of The Work Without Notifying The Architect In Writing Implies The Contractor Takes The Responsibility With All Applicable Codes, Ordinances And Standards.
3. All Sub-Grade Under Building And Footings Shall Be Well Compacted To Achieve A Minimum Bearing Capacity Of 2500 PSF.
4. All Concrete Work For Use In Footings Shall Be A Minimum Of 3000 PSI. All Other Locations Shall Have Concrete With A Minimum Strength Of 3000 PSI. All Reinforcing Steel Shall Be Grade 60. All Concrete And Steel Reinforcing Work Shall Be Done In Strict Accordance With A.C.I. - 318 And Its Latest Revisions.
5. All Anchor Bolts Shall Conform To ASTM A-307. All Framing Anchors Shall Be Galvanized, Type And Size As Required For Each Specific Load And Installation Application. Provide A 2" Round Or Square Plate Washer At Anchor Bolts For Use To Anchor Wall Bottom Plates To The Concrete Slab.
6. Structural Framing Lumber Shall Be Number 2 Southern Yellow Pine, F = 1500 PSI Bending, Or Equal. Wall Framing Lumber Shall Be Number 2 Spruce-Pine-Fir Or Cedar. All Wood Sheathing For Roof & Walls Shall Be As Indicated On Sections And Details And Other Locations On The Drawings. At Roof, Provide "H" Clips Between Trusses. All Finish Wood And Trim Shall Be Selected By The Owner.
7. Pre-Fabricated Trusses Shall Be Engineered For Live Loads As Required By The "Florida Building Code, 8th Edition (2023)", Building And Actual Computed Dead Loads, And Shall Be So Certified By An Engineer Registered In The State Of Florida.
8. Roofing Shall Be As Noted On The Drawings And Selected By The Owner And Installed Over Synthetic Underlayment System. Flashing Shall Be Minimum 26 Gauge Galvanized Metal Or Aluminum.
9. All Doors And Windows And Their Finishes And Hardware Shall Be Selected By The Owner And Shall Comply With "The Florida Building Code, 8th Edition (2023)", Building. All Windows At Sleeping Rooms Shall Comply With The Emergency Egress Code. All Windows Shall Have Insulated Glazings.
10. All Finish Materials, Color Schemes And Textures Shall Be Selected By The Owner.
11. All Electrical Work Shall Conform To The National Electrical Code, 2020. All Electrical Outlets Shall Be Installed With Tamper Proof Receptacles. Provide For Arc Fault Circuit Interrupter Protection.
12. The Contractor Shall Verify All Dimensions Indicated Herein And Shall Notify The Architect Of Any And All Discrepancies Promptly. Any Discrepancies Not Brought To The Attention Of The Architect, Shall Be The Responsibility Of The Contractor.

130 MPH - ULTIMATE - RISK CAT. II WINDLOAD CALCULATION SUMMARY

DESIGN CRITERIA DATA:

CODE REFERENCE:
 LOCATION:
 BASIC WIND SPEED:
 MEAN ROOF HEIGHT:
 BUILDING RISK CATEGORY:
 BUILDING EXPOSURE FACTOR:
 BUILDING ENCLOSURE:
 INTERNAL PRESSURE COEFFICIENT:
 ROOF COMPONENT AND CLADDING WIND PRESSURE:
 As Per "The Florida Building Code, 8th Edition (2023)", Residential, Table R3012 (2)
 WALL COMPONENT AND CLADDING WIND PRESSURE:
 As Per "The Florida Building Code 8th Edition (2023)", Residential, Table R3012 (2)

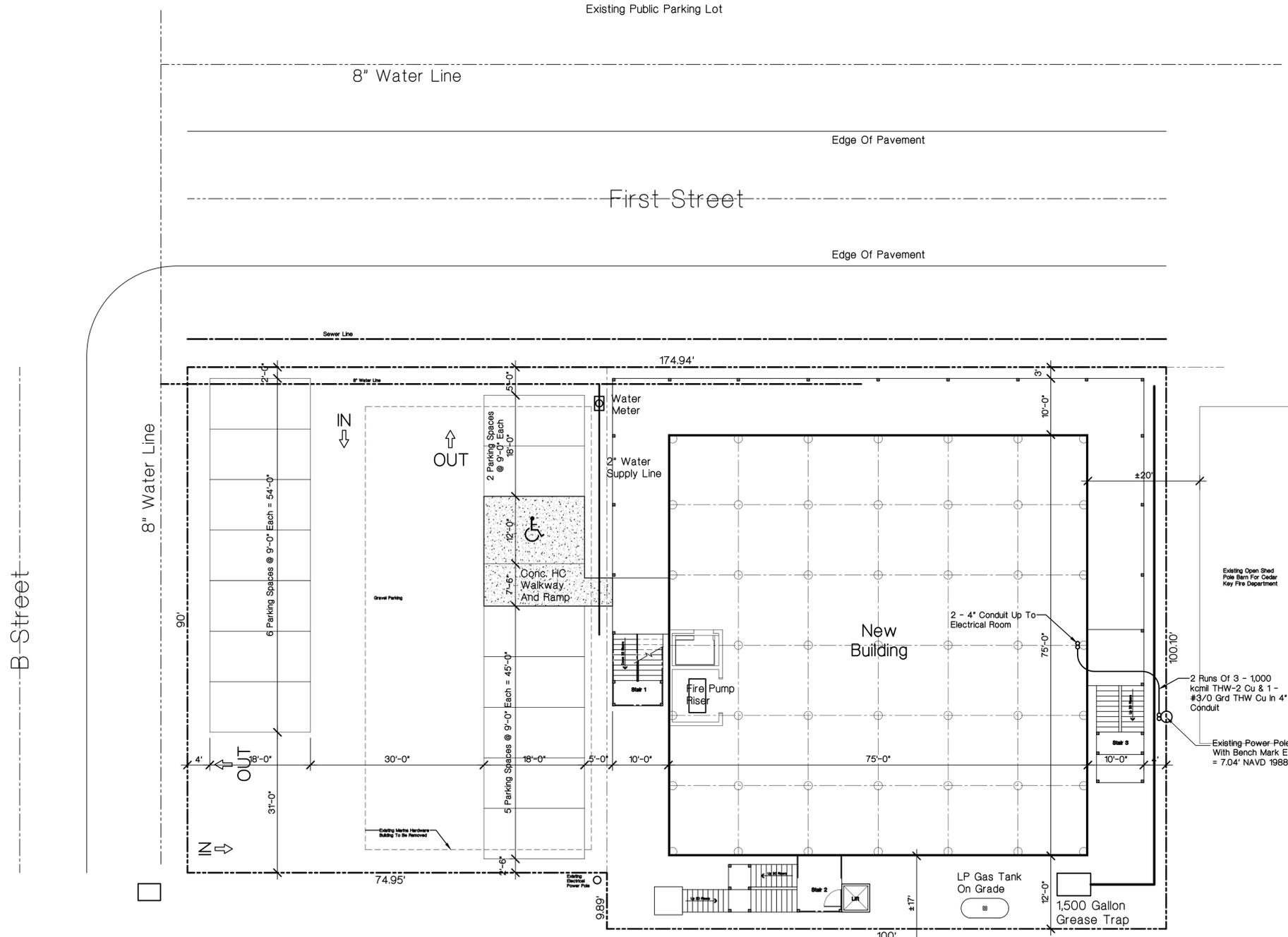
"THE FLORIDA BUILDING CODE, 8th Edition (2023)", RES.
 CEDAR KEY, FLORIDA
 130 MPH - ULTIMATE DESIGN WIND SPEED
 LESS THAN 33'-0"
 II
 EXPOSURE B
 BUILDING IS ENCLOSED
 0.18
 (1) +10.0 PSF, -15.0 PSF
 (2) +10.0 PSF, -21.0 PSF
 (3) +10.0 PSF, -33.0 PSF
 (4) +15.5 PSF, -17.0 PSF
 (5) +15.5 PSF, -19.0 PSF

BUILDING DATA:
 EXTERIOR FRAME WALLS
 GABLE ENDED ROOF - RESIDENCE
 ROOF OVERHANG

RECTANGULAR SHAPED
 3 / 12
 3'-0"



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Site Plan

3/32" = 1'-0"



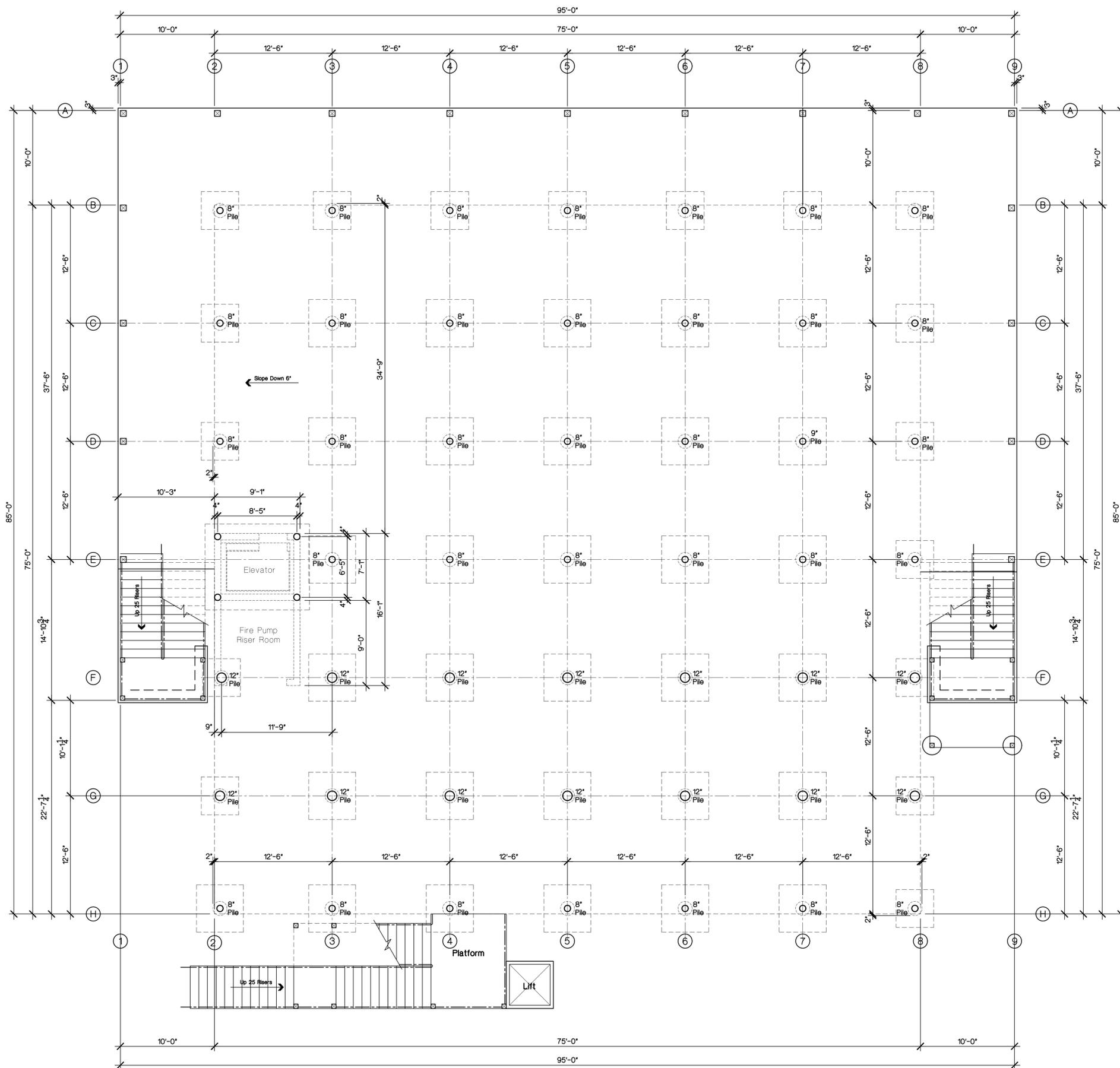
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DATE Oct. 17, 2025	DRAWN BY D. A. Y.	CHECKED D. A. Y.	REVISION
JOB NAME Steamers			

Relocation Of Fire Damaged Restaurant For
Steamers Clam Bar & Grill
 Cedar Key, Florida

SHEET
A-2
 OF 39



Piling Layout Plan

3/16" = 1'-0"



SPECIFICATION FOR ACZA TREATED WOOD PILING

PART 1 - GENERAL

1.01 REFERENCES

- A. American Wood Protection Association (AWPA) Book Of Standards:
 1. Standard U1, Use Category System User Specification For Treated Wood.
 2. Standard P5, Waterborne Preservative.
 3. Standard M4, Care Of Preservative - Treated Wood Products.
- B. National Institute Of Standards And Technology (NIST)
 1. PS 1, U.S. Product For Construction And Industrial Plywood.
 2. PS 20, American Softwood Lumber Standard.
- C. Western Wood Preservers Institute
 1. Best Management Practices For The Use Of Treated Wood In Aquatic Environments.

1.02 QUALITY ASSURANCES

- A. Qualifications
 1. Treatment Facility: Provide Treated Materials That Have Been Produced Under The Appropriate ASTM Or ANSI Standard Or An ALSC Recognized Quality Assurance Program.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Packing And Shipping
 1. Provide Waterproof Covers For Preservative Treated Wood During Shipment.
- B. Storage And Protection:
 1. Store Preservative Treated Wood Off The Ground And Protect.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Preservative: Chenonite® ACZA (Ammoniacal Copper Zinc Arsenate) Arch Wood Protection, Inc.

2.02 MATERIALS

- A. Lumber: In Accordance With NIST PS 20 And As Follows:
 1. Grade
 2. Species
 3. Surfacing
 4. Moisture Content: 19% Maximum.
- B. Preservative: ACZA In Accordance With AWWA P5.

2.03 PRESERVATIVE TREATMENT

- A. The Percentage Of Preservative Needed For Southern Pine Piling For Ground Contact Requires A Retention Of 0.80pcf.
- B. Pressure Treatment: In Accordance With The Requirements Of AWWA Standard U1 And In Accordance With The Following Commodity Specification.
 1. Sawn Products.
 2. Posts
 3. Poles
 4. Round Timber Piling
 5. Marine (Salt Water) Applications

2.04 SOURCE QUALITY CONTROL

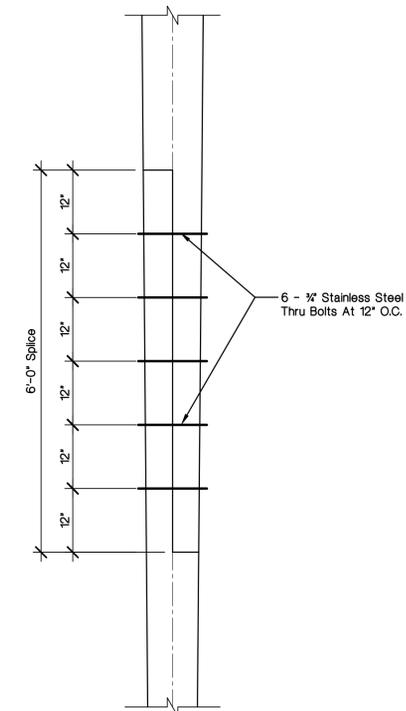
- A. Inspection:
 1. Untreated Material:
 - a. Poles: Provide Poles That Have Been Inspected And Graded Before Treatment In Accordance With ANSI Standards.
 - b. Piling: Provide Piling That Has Been Inspected And Graded Before Treatment In Accordance With ASTM Standards.
 2. Treated Material: Provide Treated Material That Bears The Quality Mark Of An ALSC Recognized Agency Which Maintains Supervision, Testing, And Inspection Of The Quality Of The Product.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Surface Treatment Of Field Cuts: Treat Field Cuts On Members That Provide Structural Support To A Permanent Structure In Accordance With AWWA Standard M4.

END OF SECTION



Piling Splice Detail

3/4" = 1'-0"

Wood Piling Specification:

The Natural Taper O Southern Pine Shall Be Approximately 0.1 Inch / Foot Throughout The Length. Minimum Tip Diameter Shall Be 8". The Pile Capacity For 8" Tip Shall Be Minimum of 60,000 Pounds (60 kips). Provide Piling Length of 25'.



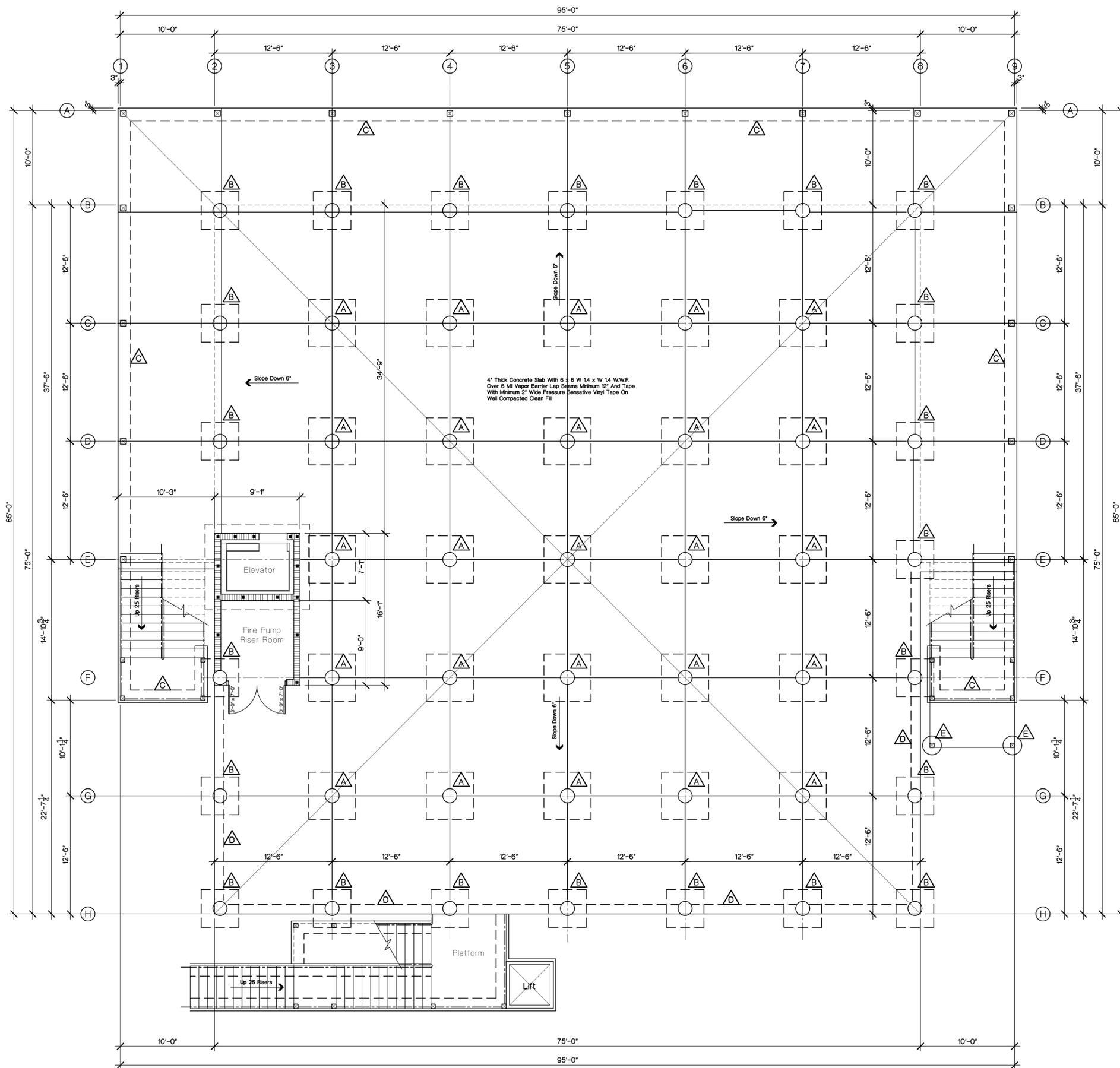
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Relocation Of Fire Damaged Restaurant For
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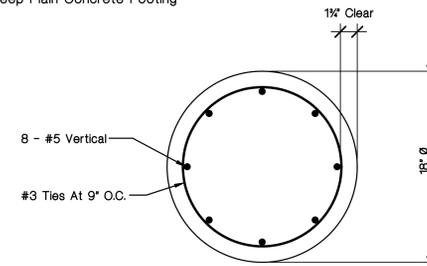


Foundation Plan
3/16" = 1'-0"

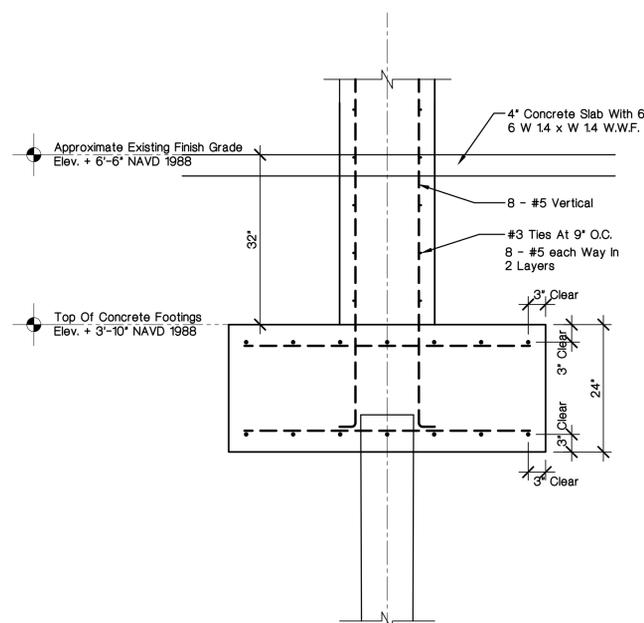


- Foundation Types:**
- △ 60" x 60" x 24" Deep Concrete Footing With 7 - #5 Each Way 2 Layers
 - △ 48" x 48" x 24" Deep Concrete Footing With 7 - #5 Each Way 2 Layers
 - △ 16" Wide x 24" Deep Concrete Footing With 2 - #5 Continuous
 - △ 12" x 12" Concrete Footing With 2 - #5 Continuous
 - △ 24" x 24" Deep Plain Concrete Footing

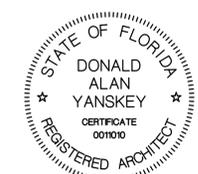
Slab Control Joint
1/2" = 1'-0"



Typical Concrete Column
1/2" = 1'-0"



60" x 60" Footing Detail
3/4" = 1'-0"



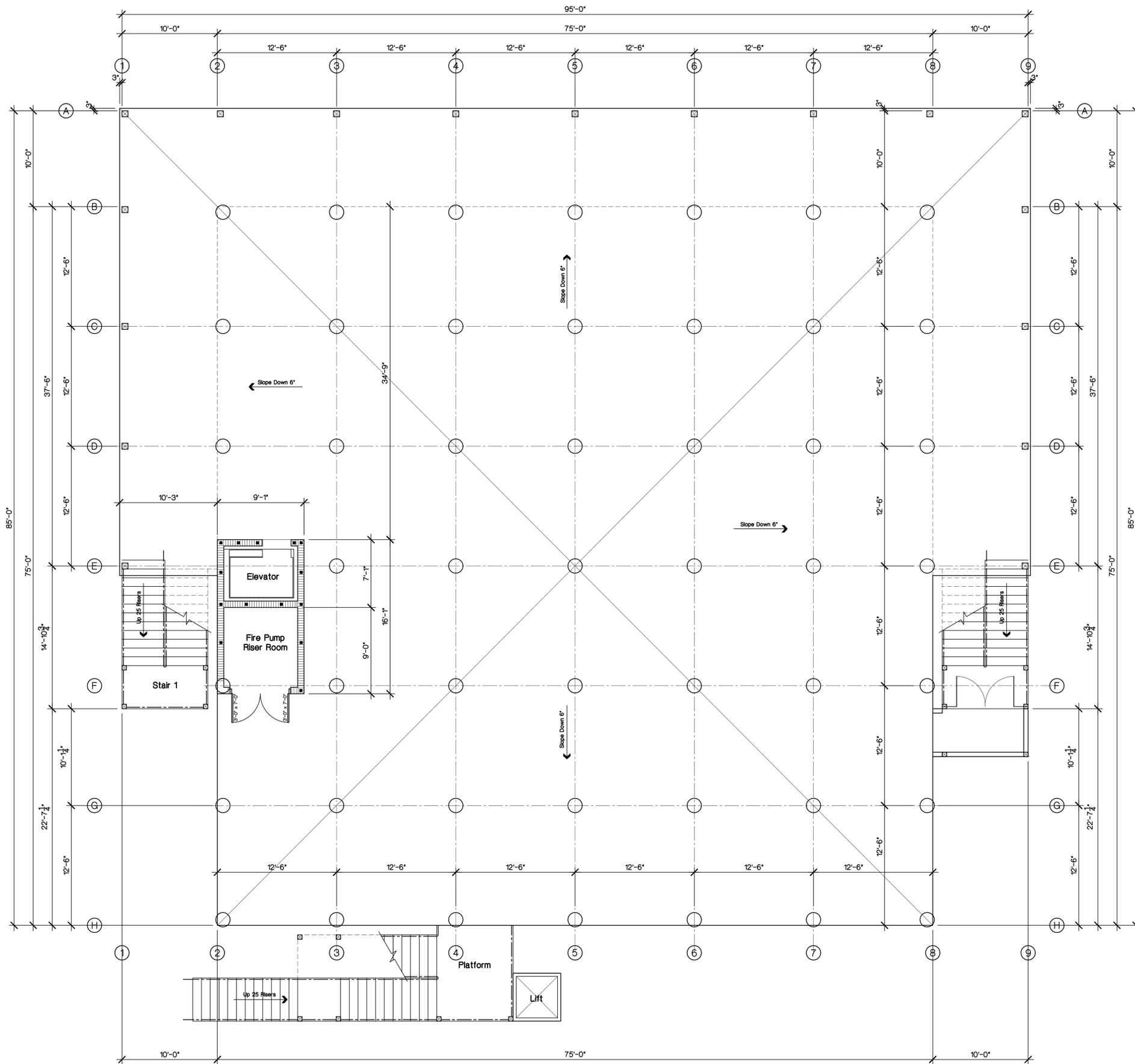
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Ground Level Floor Plan

3/16" = 1'-0"



Area Summaries: Ground Level
Ground Level Floor Plan - 7,393 Gross Sq. Ft.



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Relocation Of Fire Damaged Restaurant For
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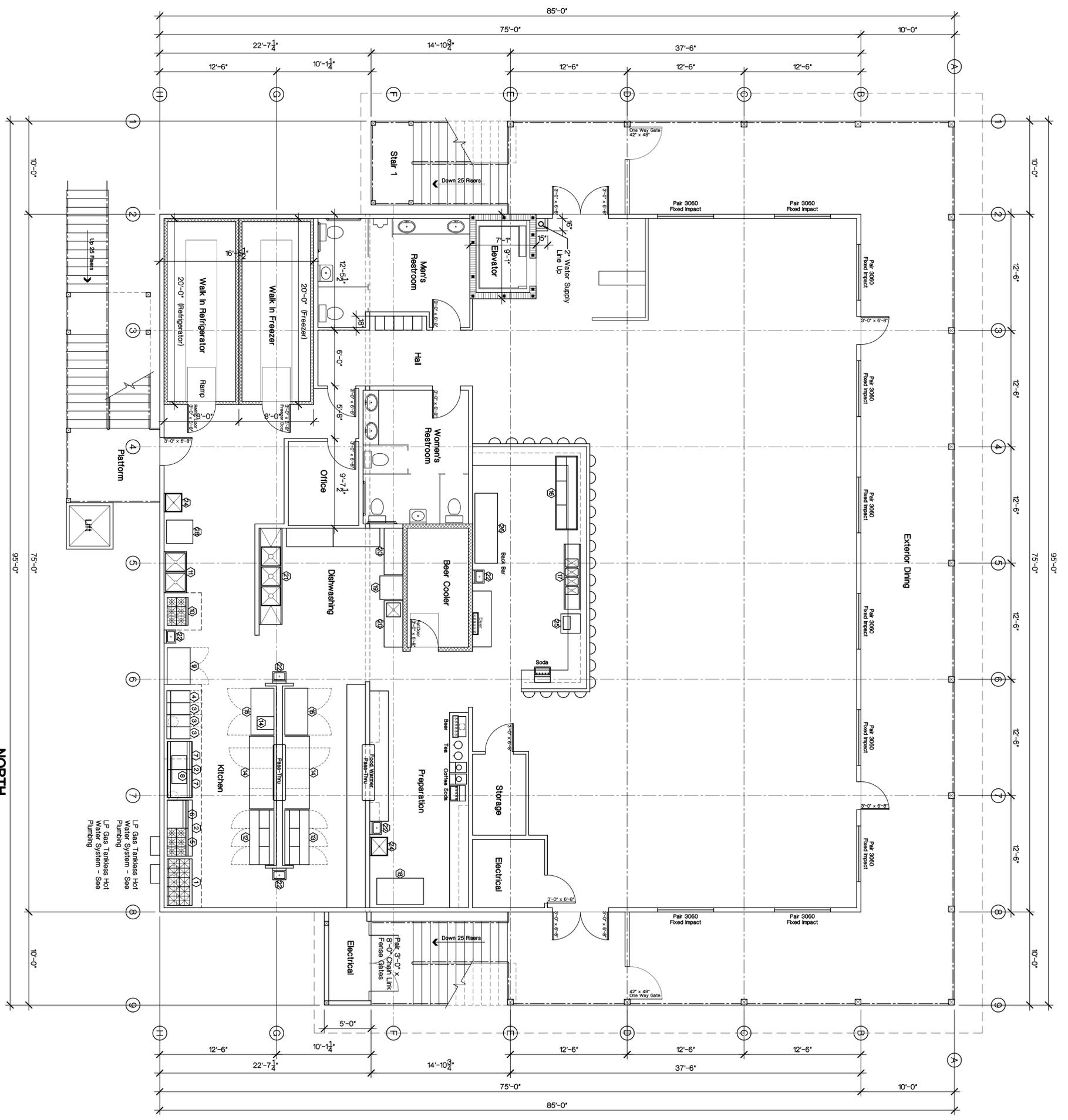
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First Level Floor Plan

3/16" = 1'-0"



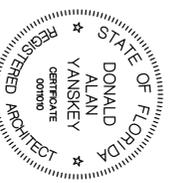
Area Summaries: First Level

First Level Floor Plan
 Kitchen and Prep Areas
 Bar Area
 Dining Area
 Outdoor Dining Area
 Restroom Areas

5625 Gross Sq. Ft.
 1365 Net Sq. Ft.
 431 Net Sq. Ft.
 2236 Net Sq. Ft.
 1370 Net Sq. Ft.
 344 Net Sq. Ft.

EQUIPMENT SCHEDULE								
VERIFY SUPPLIER (OWNER OR CONTRACTOR) OF ALL EQUIPMENT DURING BID PROCESS.								
EQUIPMENT QUANTITIES VARY - SEE EQUIPMENT PLAN & VERIFY WITH OWNER.								
ALL EQUIPMENT INSTALLATIONS MUST BE PERFORMED BY LICENSED CONTRACTORS WHO MUST VERIFY AND COMPLY WITH ALL APPLICABLE CODES.								
NO.	Description	Manufacturer & Model	Dim. (W. x D. x H - Inches)	NSF	Electrical Volts, Ph. W., HP	Plumbing / Gas	BTU/hr	Notes
1	60" SX Series Value Range	Vulcan - SX60-10BP	60" x 32" x 58"	Yes	N / A	LP Gas Min. 3/4" I.D. Flex. Conn.	340,000 BTU/hr	10 Open Burner With 2 Ovens
2	4 Drawer Refrigerated Chef Base (2)	Advantco - 72-HC-72"	72 3/8" x 32 1/8" x 25 7/8"	Yes	115 V, 1 Ph, 487 W, 6.5 A, (Run Power)	N / A	N / A	0.4 HP, NEMA 5-15P, R-290
3	LP Gas Fryer (3 Required)	Vulcan - LG Series (LG400)	15 1/2" x 29 1/2" x 47 5/8"	Yes	N / A	LP Gas Min. 3/4" QD-Hose - Flex.	360,000 BTU/hr	Quick Hose Disconnect
4	LP Gas Fryer (1 Required)	Vulcan - LG Series (LG400)	15 1/2" x 29 1/2" x 47 5/8"	Yes	N / A	LP Gas Min. 3/4" QD-Hose - Flex.	120,000 BTU/hr	Quick Hose Disconnect
5	LP Gas Countertop Range / Hot Plate	CPG - R-CPG-36-NL 6 Burner	36" x 26 13/16" x 15"	Yes	N / A	LP Gas Min. 3/4" QD-Hose - Flex.	132,000 BTU/hr	Quick Hose Disconnect
6	LP Gas Countertop Radiant Charbroiler	CR-CPG-36-NL 36" Rad. Charbr.	36" x 26 13/16" x 16.3125"	Yes	N / A	LP Gas Min. 3/4" QD-Hose - Flex.	120,000 BTU/hr	Quick Hose Disconnect
7	LP Gas Heavy Duty Gas Griddle Plate	Vulcan - MSA36 - LP Gas Griddle	36" x 31 1/2" x 15.3"	Yes	N / A	LP Gas Min. 3/4" QD-Hose - Flex.	81,000 BTU/hr	Quick Hose Disconnect
8	LP Gas Heavy Duty Salamander Broiler	Vulcan - 36RB Salamander Broiler	36" x 22 3/8" x 23 1/2"	Yes	N / A	LP Gas Min. 3/4" QD-Hose - Flex.	50,000 BTU/hr	Quick Hose Disconnect
9	48" Worktop Fr. With 3 1/2" Bkspt.	Advantco - AWT-48F-HC 48"	47 1/2" x 29 1/2" x 38 1/2"	Yes	115 V, 1 Ph, 300 W, 4.5 A, (Run Power)	N / A	N / A	1/2 HP, NEMA 5-15P, R-290
10	36" SX Series Value Range	Vulcan - SX36-68P	36" x 32" x 58"	Yes	N / A	LP Gas Min. 3/4" QD-Hose - Flex.	198,000 BTU/hr	
11	St. St. Two Compartment Sink	Regency 53" - 16 Ga. St. St. Sink	53" x 28 13/16" x 44 1/2"	Yes	N / A	Hot & Cold @ 8" - 3 1/2" Dr. Bask.		
12	3 Door Refrig. Sandwich Prep	Advantco - APT-71HC 70"	70 1/2" x 31" x 42 3/8"	Yes	115 V, 1 Ph, 780 W, 7.8 A, (Run Power)	N / A	N / A	2/3 HP, NEMA 5-15P, R-290
13	3 Dr. Mega Top Ref. Sand. Prep	Advantco - APT-71HC 70"	70 1/2" x 31" x 42 3/8"	Yes	115 V, 1 Ph, 780 W, 7.8 A, (Run Power)	N / A	N / A	2/3 HP, NEMA 5-15P, R-290
14	Worktop Refrigerator (2)	Advantco - 99" - 4 Drawers & 1 Door	93 13/16" x 31 1/2" x 38"	Yes	115 V, 1 Ph, 524 W, 1/2 HP, 5.7 A	N / A	N / A	1/2 HP, NEMA 5-15P, R-290
15	2 Door Worktop Refrigerator (2)	Advantco - SS-WT-60R-HC 60"	60 1/2" x 29 1/2" x 38 1/2"	Yes	115 V, 1 Ph, 285 W, 1/3 HP, 2.6 A	N / A	N / A	1/3 HP, NEMA 5-15P, R-290
16	Black Horizontal Bottle Cooler	Advantco - HBB-95-HC 95"	95 1/2" x 28" x 34 1/2"	Yes	115 V, 1 Ph, 336 W, 1/2 HP	N / A	N / A	1/2 HP, NEMA 5-15P, R-290
17	4 Bowl Under Bar Sink	Regency 84" x 21"	84" x 21" x 33"	Yes	N / A	(2) Hot & Cold @ 4"		2 - 19" Drainboards
18	Ice Maker	Prody Plus - C1448 - BH300SS	60" x 34" x 50"	Yes	208-230 V, 1 Ph, 16.0 Amps.	Cold 3/4" Supply Minimum		R-404A
19	Dish Washing	Noble I-E	30 3/8" x 29 1/2" x 68 1/2"	Yes	115 V, 1 Ph, 10.0 Amps.	Hot & Cold 1/2"		Install Air Gap For Backflow
20	Dish Washing	Regency Dish Table		Yes	N / A	Hot & Cold 1/2"		Install Air Gap For Backflow
21	3 Compartment Sink - 2 Drainbd.	Regency - Spec Line 124"	124" x 29 1/2" x 45 3/8"	Yes	N / A	Hot & Cold @ 8"-3 1/2" Dr. Basket		
22	Wall-Mount Hand Sink	Regency - 17" x 15" - 8" Goose.	17" x 15"	Yes	N / A	Hot & Cold @ 8"-1 1/2" Dr. Basket		
23	NOT USED							
24	Mop Sink	Regency 21" x 24" x 8" - 18 Ga. St. St.	21" x 34" x 8"	Yes	N / A			
25	Glass Washer	Jackson Delta 1200	25 1/2" x 25" x 39"	N / A	208 V, 1 Ph, 13.5 Amps.	Hot 1/2" & Cold 1/2", 2" Drain		
26	Back Bar Refrig. With Glass Doors	Advantco UBB-4G-HC 90 Deg.	90 1/2" x 29 1/8" x 36 1/2"	Yes	115 V, 1 Ph, 4.1 Amps, 385 Watts	N / A		
27	Microwave	Solvawc Ameri-Series Space Saver	16 1/2" x 21 5/8" x 13 1/2"	Yes	208 V, 1 Ph, 10.1 Amps, 2100 W			
28	600 Lb Nugget Ice Machine							

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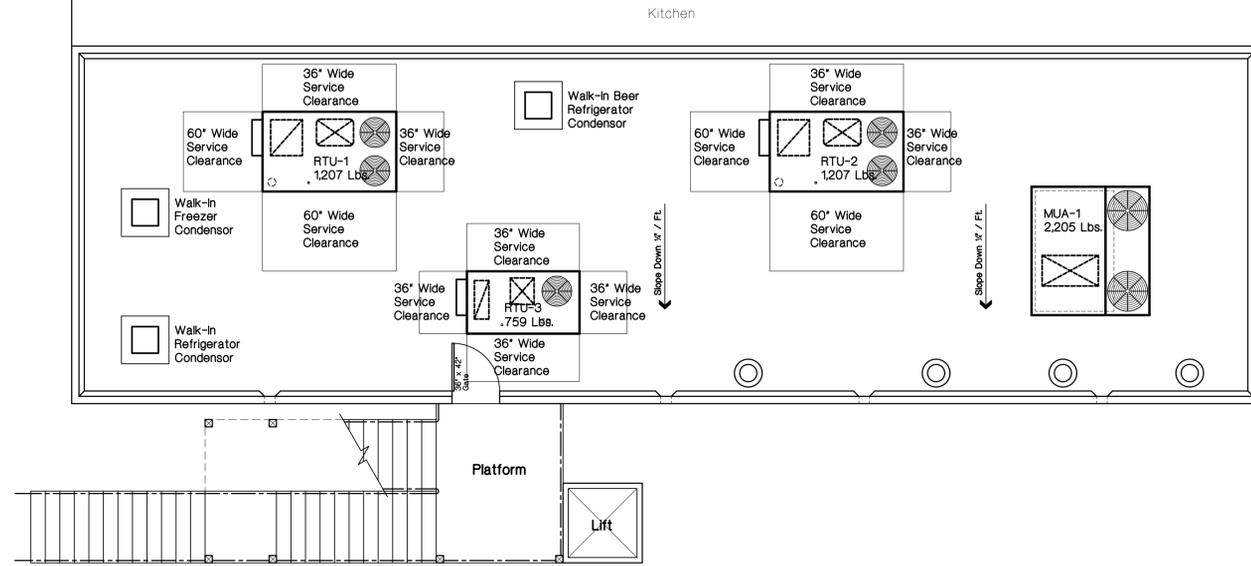
Relocation Of Fire Damaged Restaurant For Steamers Clam Bar & Grill

Cedar Key, Florida

DATE Oct. 17, 2025	DRAWN BY D. A. Y.	REVISED
JOB NAME Steamers	CHECKED D. A. Y.	

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Mechanical Roof Plan Above Kitchen
 3/16" = 1'-0"



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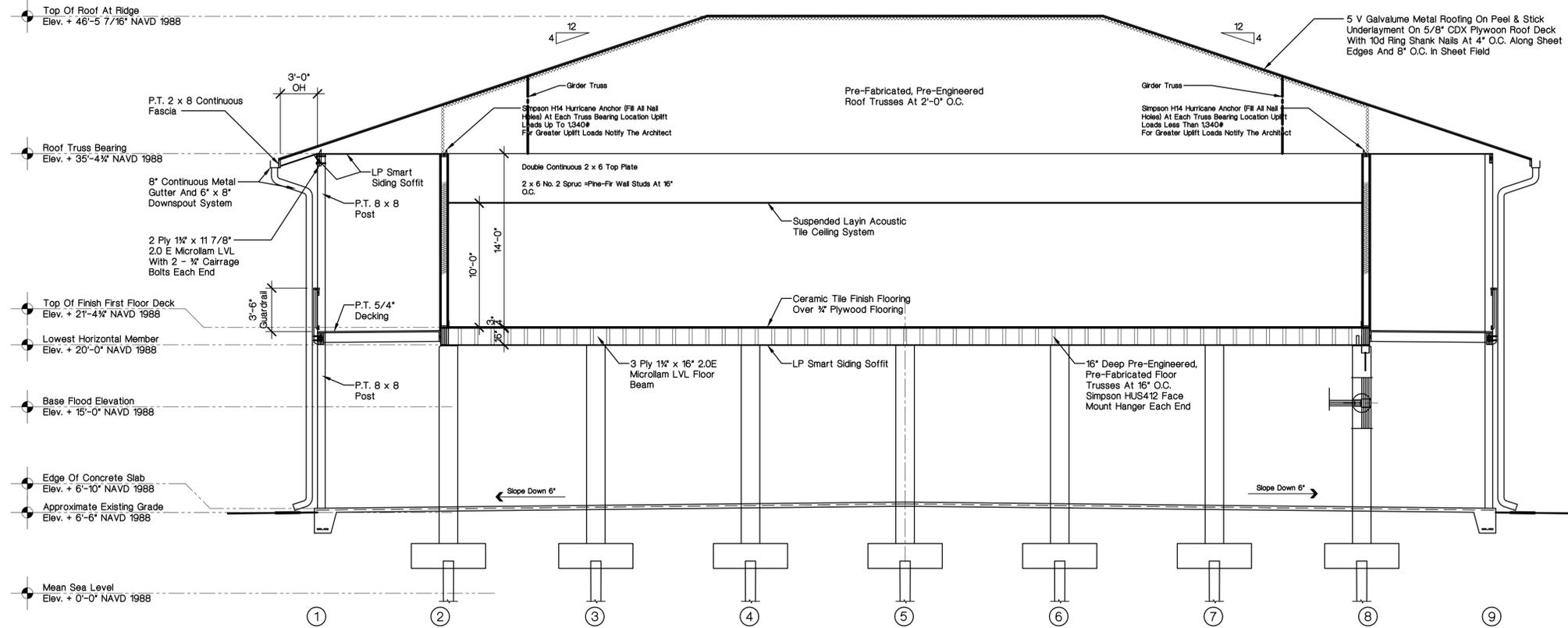
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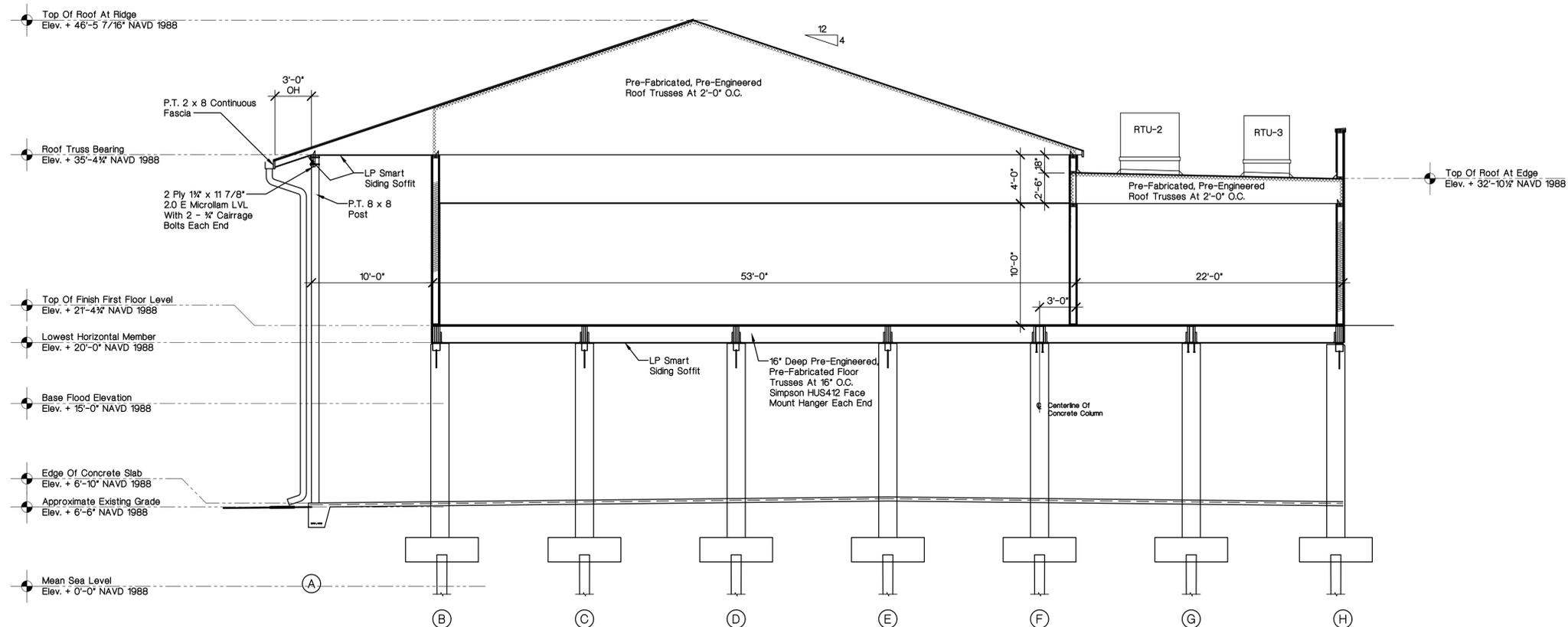
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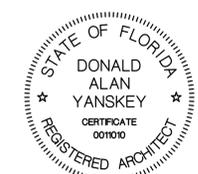
Transverse Thru Section

3/16" = 1'-0"



Longitudinal Thru Section

3/16" = 1'-0"



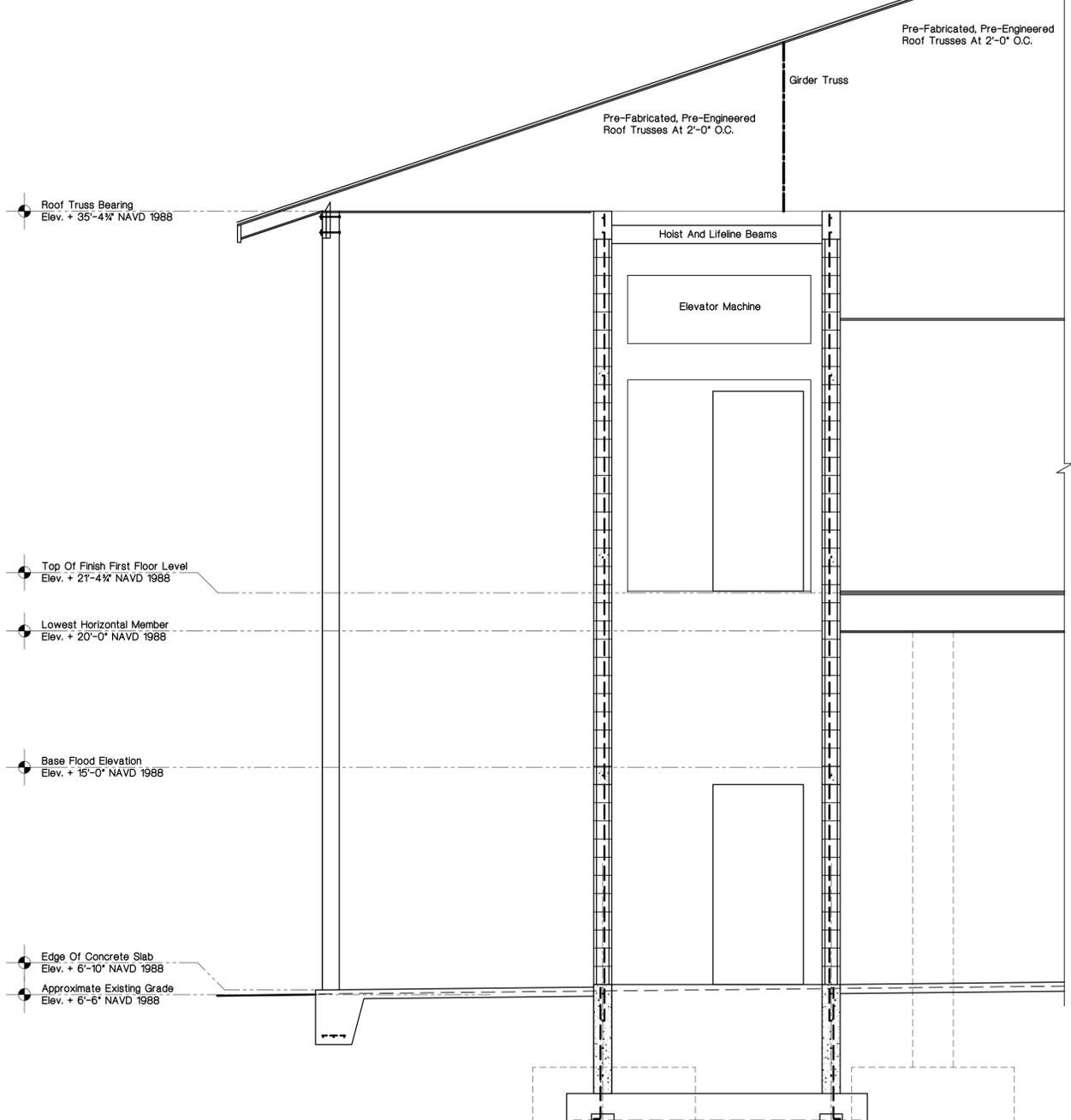
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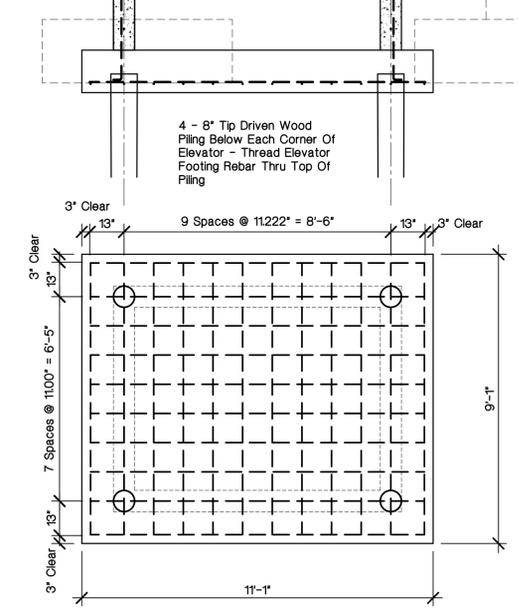
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Section Thru Elevator

3/8" = 1'-0"



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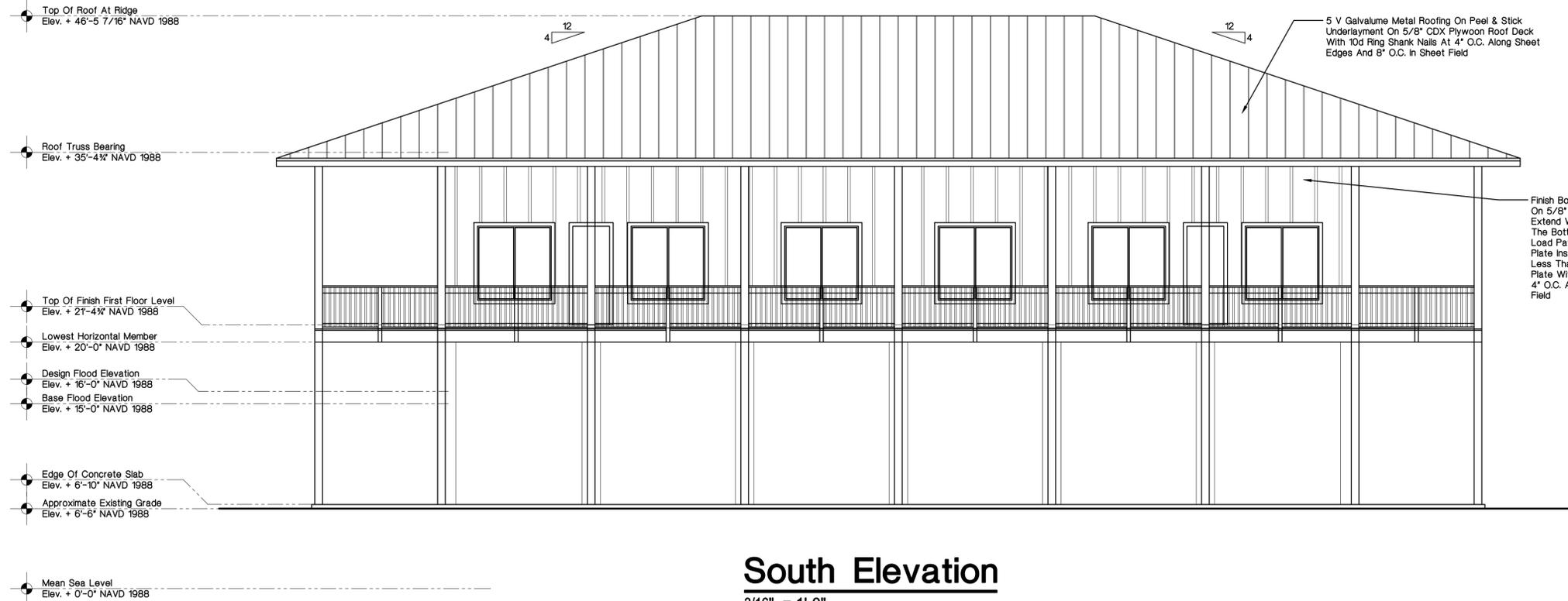
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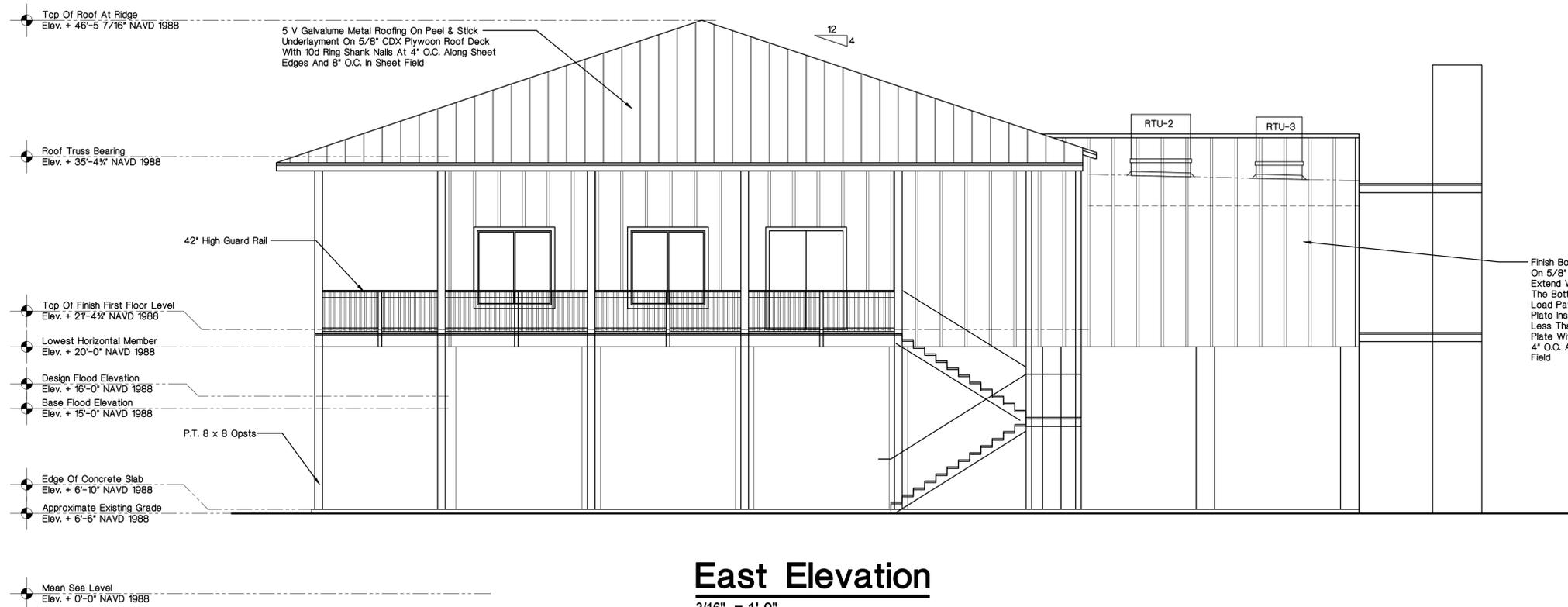
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Relocation Of Fire Damaged Restaurant For
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SHEET
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 OF 39



South Elevation
3/16" = 1'-0"



East Elevation
3/16" = 1'-0"



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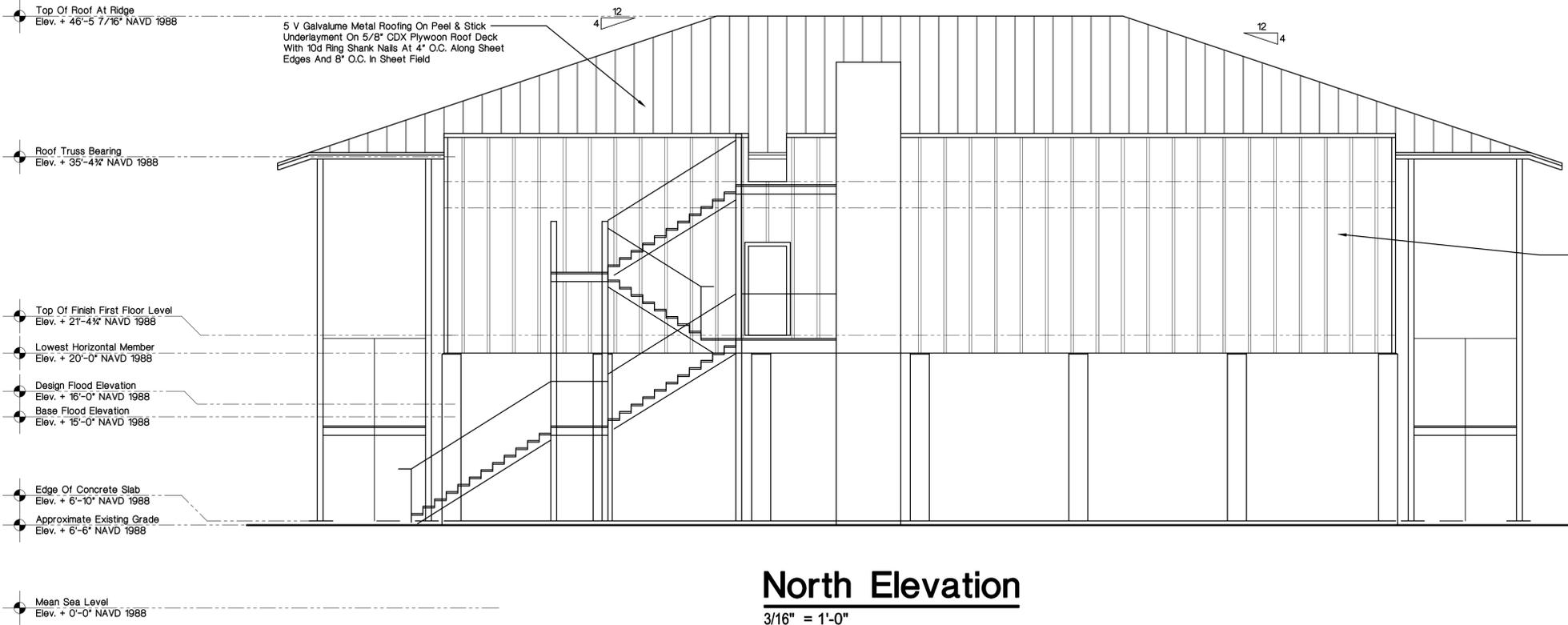
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Donald Alan Yanskey
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DATE Oct. 17, 2025	DRAWN BY D. A. Y.	CHECKED D. A. Y.	REVISIONS
JOB NAME Steamers			

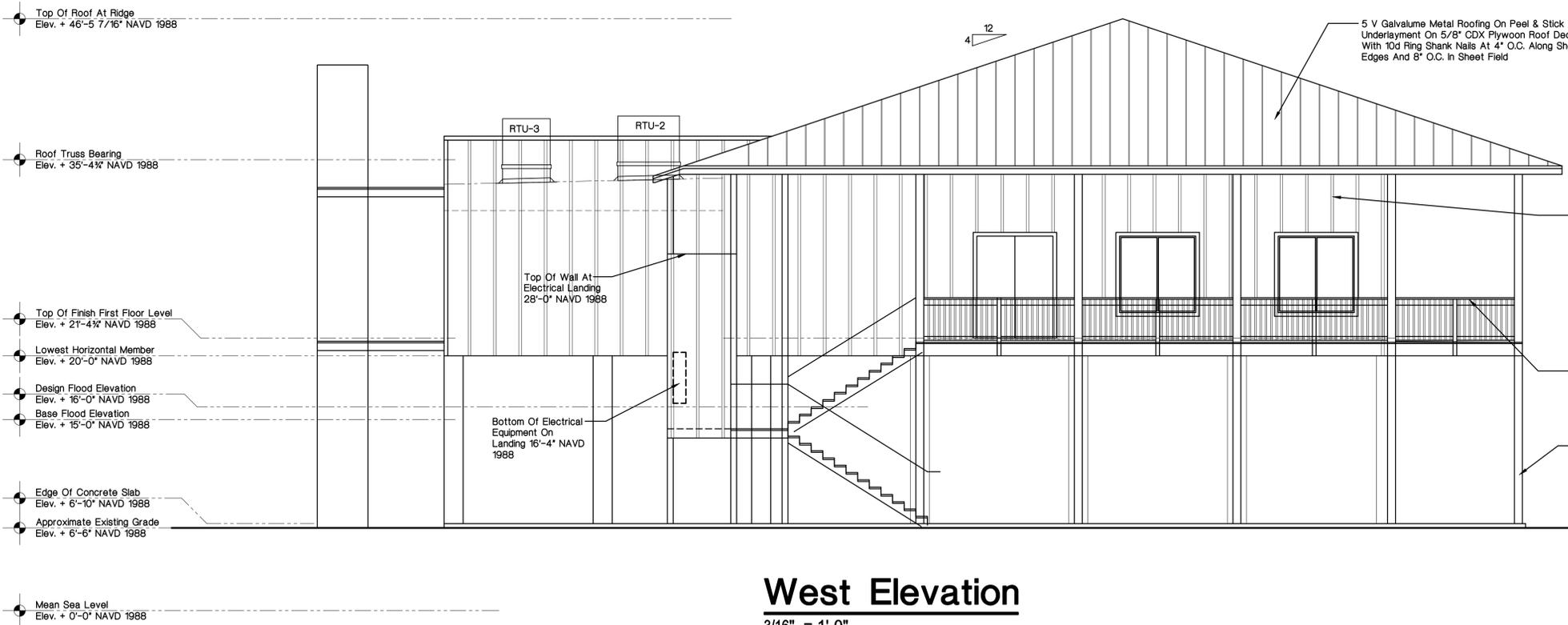
Relocation Of Fire Damaged Restaurant For
Steamers Clam Bar & Grill
Cedar Key, Florida

SHEET
A-15
OF 39



North Elevation

3/16" = 1'-0"



West Elevation

3/16" = 1'-0"



DONALD ALAN YANSKEY, ARCHITECT
 FLORIDA REGISTRATION NO. AR0011010
 DATE: OCTOBER 17, 2025

Taylor Construction & Development, Inc.
 12501 State Road 24
 Cedar Key, Florida
 352-949-005

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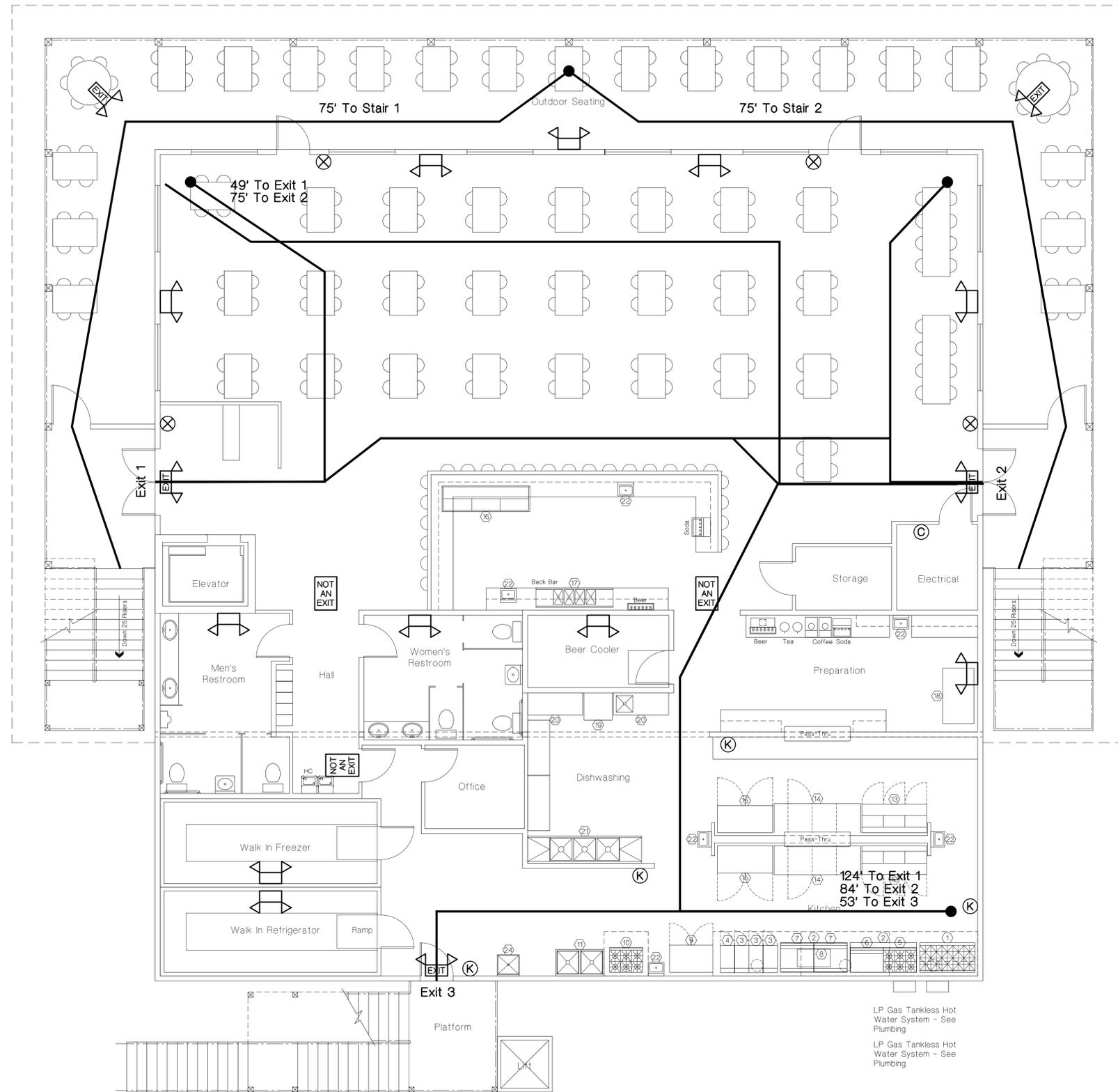
SHEET
A-16
 OF 39

First Level Occupancy Load Content:

Indoor Dining Area = 2,298 Sq. Ft. / 15 Sq. Ft. per Person = 153.2 People
 Outdoor Dining Area = 1,370 Sq. Ft. / 15 Sq. Ft. per Person = 91.3 People
 Bar Area = 431 Sq. Ft. / 15 Sq. Ft. per Person = 28.7 People
 Kitchen & Prep Areas = 1,965 Sq. Ft. / 100 Sq. Ft. per Person = 19.7 People

Life Safety Legend

-  Emergency And Exit Light Combination With Battery Backup 8' Above Finish Floor
-  Emergency Light Fixture With Battery Backup 8' Above Finish Floor
-  Starting Point To Each Exit
-  Exit Sign With Direction Arrows With Battery Backup
-  "NOT AN EXIT" Lighted Sign With Battery Backup
-  Path Of Travel To Each Exit
-  Wall Mounted Fire Extinguisher - +48" A.F.F. To Top Of Handle
-  Wall Mounted Class C, Electrical Fires - 6 Litre Fire Extinguisher - +48" A.F.F. To Top Of Handle
-  Wall Mounted Class K, Kitchen - 6 Litre Fire Extinguisher - +48" A.F.F. To Top Of Handle UL Rating -2A I K
-  Wall Mounted Thermostat



Area Summaries: First Level

First Level Floor Plan	-	5,625 Gross Sq. Ft.
Kitchen And Prep Areas	-	1,965 Net Sq. Ft.
Bar Area	-	431 Net Sq. Ft.
Dining Area	-	2,298 Net Sq. Ft.
Outdoor Dining Area	-	1,370 Net Sq. Ft.
Restroom Areas	-	344 Net Sq. Ft.
Interior Stair A, B & Elevator Areas	-	314 Net Sq. Ft.



First Level Life Safety Floor Plan

3/16" = 1'-0"



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D. A. Y.	D. A. Y.
JOB NAME	STEAMERS
Steamers	

Relocation Of Fire Damaged Restaurant For
Steamers Clam Bar & Grill
 Cedar Key, Florida

SHEET
A-17
 OF 39

4-12.00.00. - GENERALLY

4-12.00.01. - Purpose.

This article sets forth the application and review procedures required for obtaining development orders and permits. This article also specifies the procedures for appealing decisions and seeking legislative action.

4-12.00.02. - Withdrawal of Applications.

An application for development review may be withdrawn at any time so long as no public notice has been given that the application will be reviewed at a public hearing.

4-12.00.03. - Definitions.

Adversely affected person means any person who is suffering or will suffer an adverse effect to an interest protected or furthered by the adopted Comprehensive Plan, including, but not limited to: interests related to health and safety; police and fire protection services; densities or intensities of development; transportation facilities; recreational facilities; educational facilities; health care facilities, equipment, or services; and environmental or natural resources. The alleged adverse effect may be shared in common with other members of the community at large, but must exceed in degree the general interest in community good shared by all persons.

Density or gross density means the total number of dwelling units divided by the total upland site area, less any dedications, easements or public right-of way.

Development or development activity means any of the following activities:

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

Development order means an order granting, denying, or granting with conditions an application for approval of a development plan pursuant to the procedures in 4-12.02.00 below.

Development permit means the development permit is that official City document which authorizes the start of construction or land alteration without need for further application and approval. Development permits include: all types of construction permits (plumbing, electrical, and so forth, in addition to the building permit itself), clearing and grading permits, sign permits, septic tank permits, tree removal permits, or any activity which requires a permit.

Dwelling unit means a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Floor area/gross floor area means the sum of the gross horizontal area of several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet. Floor area does not include the non-habitable, limited storage space without utilities below base flood elevation.

Impervious surface means a surface that has been covered by a structure or compacted with a layer of material so that it is highly resistant to infiltration by water, it includes, but is not limited to semi-impervious surfaces such as compacted clay or lime rock as well as most conventionally surfaced streets, roofs, sidewalks, parking lots swimming pools, patios and other similar structures. Impervious surface of structures is measured from eave overhang, from drip line to drip line.

Improvement means any man-made, immovable item which becomes part of, is placed upon, or is affixed to real estate.

Minor replat means the subdivision of a single lot or parcel of land into two lots or parcels, or the reconfiguration of two or more lots or parcels to create no more than two lots or parcels.

Owner means a person who, or entity which, alone, jointly or severally with others, or in a representative capacity (including without limitation, an authorized agent, attorney, executor, personal representative or trustee) has legal or equitable title to any property in question, or a tenant, if the tenancy is chargeable under his lease for the maintenance of the property.

Parcel means a unit of land within legally established property lines. If, however, the property lines are such as to defeat the purposes of this Code or lead to absurd results, a "parcel" may be as designated for a particular site by the Building Official.

Vehicle use area means an area used for parking, circulation, and/or display of motorized vehicles, except junk or automobile salvage yards.

(History: Ord. No. 333)

4-12.01.00. - DEVELOPMENT PERMIT REQUIRED BEFORE ANY DEVELOPMENT ACTIVITY

4-12.01.01. - Generally.

No development activity may be undertaken unless the activity is authorized by a development permit.

4-12.01.02. - Prerequisites to Issuance of Development Permits.

Except as provided in Section 4-12.01.03 below, a development permit may not be issued unless the proposed development activity:

- A. Is authorized by a final development order issued pursuant to this Code; and
- B. Conforms to the Technical Construction Standards Manual adopted by reference in Article I of this Code; and
- C. Conforms, where applicable, to FEMA Regulations—City Ordinance 221.
- D. Before any development permit is issued, the site plan shall be approved by the City. The City is authorized to and shall retain all necessary consultants, firms or experts to conduct said review who shall make a recommendation as to whether a site plan is to be approved. This process and review shall be at the expense of the developer, who shall place with the City a monetary deposit, at the time of submission of his site plan. All single family dwellings (and accessory structures associated therewith) and commercial developments of less than 2,000 square feet shall be exempt from this requirement.

(History: Ord. No. 288)

4-12.01.03. - Exceptions to Requirement of a Final Development Order.

A development permit may be issued for the following development activities in the absence of a final development order issued pursuant to this Code. Unless otherwise specifically provided, the development activity shall conform to this Code and the Technical Construction Standards Manual.

- A. Development activity necessary to implement a valid Site Plan/Development Plan approved prior to the adoption of this Code and which is still in effect or on which the start of construction took place prior to the adoption of this Code and has continued in good faith. Compliance with the development standards in this Code is not required if in conflict with the previously approved plan.
- B.

The construction or alteration of a single family dwelling unit on a platted lot of record in a valid recorded subdivision approved prior to the adoption of this Code which meets the density standards of this Code, except that a variance may be granted for a substandard lot of record where no alternative use is possible.

- C. The alteration of an existing building or structure so long as no change is made to its gross floor area, its use, or the amount of impervious surface on the site.
- D. The erection of a sign or the removal of protected trees or vegetation on a previously approved and developed site and independent of any other development activity on the site.
- E. The re-surfacing of a vehicle use area that conforms to all requirements of this Code.
- F. A minor replat granted pursuant to the procedures in Part 4-12.03.00 of this Article.

4-12.01.04. - Post-Permit Changes.

After a permit has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate from the terms or conditions of the permit without first obtaining a modification of the permit. A modification may be applied for in the same manner as the original permit. A written record of the modification shall be entered upon the original permit and maintained in the files of the Building Official.

4-12.02.00. - PROCEDURE FOR REVIEW OF DEVELOPMENT PLANS

4-12.02.01. - Pre-Application Conference.

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

4-12.02.02. - Administrative Review of Development Plans.

- A. The developer shall submit an Application and Development Plan meeting the requirements of Section 4-12.02.05 below.
- B. Within five working days the Building Official shall determine that the plan is complete or incomplete. If incomplete, the developer may submit an amended plan within 30 days without payment of a reapplication fee, but, if more than 30 days have elapsed, must thereafter re-initiate the review procedure and pay an additional fee.
- C.

A copy of the plan shall be sent to each member of the Technical Review Committee. Each member shall review the proposal and submit written comments to the Building Official within ten days of completed application distribution to members.

- D. The Building Official shall review the plan and comments of the Technical Review Committee and, within 20 working days of the submission of the proposed development plan, prepare a report on whether the proposal complies with this Code and other applicable regulations of the City of Cedar Key.
- E. After the compliance report is completed, the Building Official shall set the matter for hearing before the City Commission at the next available meeting allowing for notice as required by Section 4-12.02.03 below.

4-12.02.03. - Notice of Hearing Before City Commission.

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

4-12.02.04. - Hearing Before City Commission.

The hearing procedures set forth in Section 4-12.05.00 shall be followed.

(History: Ord. No. 408)

4-12.02.05. - Submittals.

- A. *Application.* Applications for development plan review shall be available from the Building Official. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of a corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation, and embossed with the corporate seal.
- B. *General development plan requirements.* All development plans submitted pursuant to this Code shall conform to the following standards:

All plans shall be drawn to a scale of one inch equals 20 feet, unless the Building Official determines that a different scale is sufficient or necessary for proper review of the development proposal.

If multiple sheets are used, the sheet number and total number of sheets must be clearly indicated on each.

The front cover sheet of each plan shall include:

1. A general vicinity or location map drawn to scale (both stated and graphic) showing the position of the proposed development in the section, township and range, together with the principal roads, City limits, and/or other pertinent orientation information;
2. A complete legal description of the property;
3. The name, address and telephone number of the owner(s) of the property. Where a corporation or company is the owner of the property, the name and address of the president and secretary of the entity shall be shown;
4. The name, address, and telephone number of those individuals responsible for the preparation of the drawing(s);
5. Each sheet shall contain a title block with the name of the development, a stated and graphic scale, a north arrow, and date;
6. The plan shall show the boundaries of the property with a metes and bounds description reference to section, township and range, tied to a subdivision name and block and lot number(s);
7. The area of the property shown in square feet and acres.

Six copies of the submittal shall be required.

Unless a format is specifically called for below, the information required may be presented textually, graphically, or on a map, plan, aerial photograph, or by other means, whichever most clearly conveys the required information. It is the responsibility of the developer to submit the information in a form that allows ready determination of whether the requirements of this Code have been met.

C. *Required development plan information.* Development plans shall include the following information:

1. *Existing conditions.*
 - a. The location of existing property or right-of-way lines both for private and public property, streets, railroads, buildings, transmission lines, sewers, bridges, culverts, drain pipes, water mains, fire hydrants, and any public or private easements.
 - b. Existing land use/zoning district of the parcel.
 - c. A depiction of the abutting property within 400 feet of the proposal, not including public right-of-way in the measurement, showing: (a) land uses and locations of principal structures and major landscape features; (b) densities of residential use; (c) traffic circulation systems.
 - d. Any land rendered unusable for development purposes by deed restrictions or other legally enforceable limitations.

- e. A soils map of the site (existing U.S. Soil Conservation Service Maps or Tables in The Florida Development Manual (DER) are acceptable) or a description of existing soils and soil conditions.
- f. A map of vegetative cover including the location and identity by common name of all protected trees and vegetation. Groups of protected trees or areas of protected vegetation may be designated by "clusters" with an estimate of the number or area noted. This information shall be summarized tabular form on the plan.
- g. A topographic map of the site with contour lines at two foot intervals clearly showing the location, identification, and elevation of bench marks, including at least one bench mark for each major water control structure.
- h. A detailed overall project area map showing existing hydrograph and runoff patterns, and the size, location, topography, and land use of any off-site areas that drain onto, through, or from the project area.
- i. Existing surface water bodies, wetlands, streams and canals within the proposed development site, including mean high water lines, state and Army Corps of Engineers jurisdictional lines, and attendant drainage areas for each.
- j. A map showing the locations of any soil borings or percolation tests as may be required by this Code or County or State agencies.
- k. A depiction of the site, and all lands within 400 feet of any property line of the site, showing the locations of environmentally sensitive and conservation areas (Section 4-5.01.00 of this Code) indicating wetland and shoreline protection zones and restricted development zones.
- l. The 100-year flood elevation, minimum required floor elevation and boundaries of the 100-year floodplain (coastal high hazard area) for all parts of the proposed development.
- m. Drainage basins or watershed boundaries identifying locations of the routes of off-site waters onto, through, or around the project.

2. *Proposed development activities and design.*

- a. Area and percentage of the total available land area (Section 4-2.03.01) to be covered by an impervious surface.
- b. Grading plans specifically including perimeter grading.
- c. Construction phase lines.
- d. Building plan showing the location, dimensions, gross floor area, and proposed use of buildings.
- e. Front, rear and side architectural elevations including building height.
- f.

Building setback distances from property lines, mean high water line, abutting right-of-way center lines, and all adjacent buildings and structures.

- g. Minimum floor elevations of buildings within any 100-year flood plain.
- h. The location, dimensions, type, composition, and intended use of all other structures.
- i. Proposed location and sizing of potable water and wastewater facilities to serve the proposed development, including required improvements or extensions of existing off-site facilities.
- j. The boundaries of proposed utility easements.
- k. Location of the nearest available public water supply and wastewater disposal system and the proposed tie-in points, or an explanation of any alternative systems to be used.
- l. Exact locations of on-site and nearby existing and proposed fire hydrants.
- m. The layout of all streets and driveways with paving and drainage plans and profiles showing existing and proposed elevations and grades of all public and private paved areas.
- n. A parking and loading plan showing the total number and dimensions of proposed parking spaces, spaces reserved for handicapped parking, loading areas, proposed ingress and egress including proposed modifications to public streets and projected on-site traffic flow.
- o. The location of all exterior lighting.
- p. The location and specifications for proposed garbage containers.
- q. Cross sections and specifications of all proposed pavement.
- r. Typical and special roadway and drainage sections and summary of quantities.
- s. All protected trees and vegetation to be removed and a statement of why they are to be removed and any mitigation plans required by this Code.
- t. Proposed changes in the natural grade and any other development activities directly affecting trees and vegetation to be retained.
- u. A statement of the measures to be taken to protect trees and vegetation and of any relocation and replacements proposed.
- v. Location and dimensions of proposed buffer zones and landscaped areas.
- w. Description of existing and proposed plant materials.
- x. An erosion and sedimentation control plan that describes the type and location of control measures, the stage of development at which they will be put into place or used, and maintenance provisions.
- y. A description of the proposed stormwater management system, including:

- i. Channel, direction, flow rate, and volume of stormwater that will be conveyed from the site, with a comparison to natural or existing conditions.
- ii. Detention and retention areas, including plans for the discharge of contained waters, maintenance plans, and predictions of surface water quality changes.
- iii. Areas of the site to be used or reserved for percolation including an assessment of the impact on groundwater quality.
- iv. Location of all water bodies to be included in the surface water management system (natural and artificial) with details of hydrography, side slopes, depths, and water-surface elevations or hydrographs.
- v. Linkages with existing or planned stormwater management systems.
- vi. On and off-site rights-of-way and easements for the system including locations and a statement of the nature of the reservation of all areas to be reserved as part of the Stormwater Management System.
- vii. The entity or agency responsible for the operation and maintenance of the Stormwater Management System.
- viii. The location of off-site water resource facilities such as works, surface water management systems, wells, or well fields, that will be incorporated into or used by the proposed project, showing the names and addresses of the owners of the facilities.
- ix. Runoff calculations in accordance with The Florida Development Manual (DER).
- x. The exact sites and specifications for all proposed drainage, filling, grading, dredging, and vegetation removal activities including estimated quantities of excavation or fill materials computed from cross sections, proposed within a wetland and shoreline protection zone or restricted development zone.
- z. Detailed statement or other materials showing the following:
 - i. The percentage of the land surface of the site that is covered with natural vegetation that will be removed by development.
 - ii. The distances between development activities and the boundaries of the wetland and shoreline protection zones and environmentally sensitive areas.
 - iii. The manner in which habitats of endangered and threatened species are protected.
 - iv. Two blueprints or ink drawings of the plans and specifications of regulated signs, and method of their construction and attachment to the building or ground. The plans shall show all pertinent structural details, wind pressure requirements, and display materials in accordance with the requirements of this Code and the building and electrical codes adopted by the City. The plans shall clearly illustrate the type of sign

or sign structure as defined in this Code; the design of the sign, including dimensions, colors and materials; the aggregate sign area; the dollar value of the sign; maximum and minimum heights of the sign; and sources of illumination.

- aa. For regulated ground signs, a plan, sketch, blueprint, print or similar presentation drawn to scale which indicates clearly:
 - i. The location of the sign relative to property lines, rights-of-way, streets, alleys, sidewalks, vehicular access and parking areas and other existing ground signs on the parcel.
 - ii. All regulated trees that will be damaged or removed for the construction and display of the sign.
 - iii. The speed limit on adjacent streets.
 - iv. For regulated building signs, a plan, sketch, blueprint, or similar presentation drawn to scale which indicates clearly:
 - v. The location of the sign relative to property lines, rights-of-way, streets, alleys, sidewalks, vehicular access and parking areas, buildings and structures on the parcel.
 - vi. The number, size, type, and location of all existing signs on the same parcel, except a single business unit in a multiple occupancy complex shall not be required to delineate the signs of other business units.
- bb. Building elevation or the building dimensions.
- cc. When any subdivision of land is proposed, the minimum available land area and location of lots.
- ee. When a new replatted subdivision is proposed, the following:
 - i. Location of all land to be dedicated or reserved for all public and private uses including rights-of-way, easements, special reservations, and the like.
 - ii. Amount of area devoted to all existing and proposed land uses, including schools, open space, churches, residential and commercial, as well as the location thereof.
 - iii. Location of proposed development in relation to any established urban service area.
- ff. The total number of residential units categorized according to number of bedrooms. The total number of residential units per acre (gross density) shall be given.
- gg. Location of on-site wells, and wells within 1,000 feet of any property line, exceeding 100,000 gallons per day.
- hh. The manner in which historic and archaeological sites on the site, or within 500 feet of any boundary of the site, will be protected.
 - ii.

For historic buildings and structures, sufficient information or detail to make a determination of compatibility with surrounding areas and any available archival reference material.

- jj. If the development includes the subdividing of land, a plat that conforms with the requirements of F.S. ch. 177.

4-12.02.06. - Guarantees and Sureties.

- A. *Applicability.* The provisions of this section apply to all proposed developments in the City, including private road subdivisions.

Nothing in this section shall be construed as relieving a developer of any requirement relating to concurrency in Article IV of this Code.

This section does not modify existing agreements between a developer and the City for subdivisions platted and a final development order granted prior to the effective date of this Code, providing such agreements are current as to all conditions and terms thereof.

- B. *Improvement agreements required.* The approval of any development plan shall be subject to the developer providing assurances that all required improvements, including, but not limited to storm drainage facilities, streets, water and sewer lines, shall be satisfactorily constructed according to the approved development plan. The following information shall be provided:

1. Agreement that all improvements in the plan shall be constructed in accordance with the standards and provisions of this Code.
2. A term not to exceed five years or 30 percent occupancy of the development, during which all required improvements will be constructed.
3. The projected total cost of the improvements prepared by the applicant's engineer or provided through a copy of a construction contract.
4. Specification of the improvements to be made and dedicated and a timetable for making the improvements.
5. Agreement that upon failure of the applicant to make required improvements according to the term or timetable the City shall utilize the security provided in connection with the agreement.
6. Provisions of the amount and type of security provided to ensure performance, including a provision to reduce the security periodically, subsequent to the completion, inspection and acceptance of improvements by the City.

- C. *Amount and type of security.* The amount of the security shall be 110 percent of the total construction costs for the required developer-installed improvements and may be met by, but is not limited to, one of the following:

1. Cashiers check or certified check

2. Surety bond
 3. Interest bearing certificate of deposit
 4. Irrevocable letters of credit
 5. Developer/lender/City agreement
- D. *Completion of improvements.* When improvements are completed and certified by an appropriate state or local agency the developer may apply for release of the security bond required by this section.
- E. *Maintenance of improvements.* The developer shall provide a maintenance agreement and security in the amount of 15 percent of the construction cost of the improvement to assure that all required improvements shall be maintained by the developer, a condominium association under the provisions of F.S. ch. 718, an owner's association, or an organization established for the purpose of owning and maintaining the improvements created by covenants running with the land.

4-12.03.00. - PROCEDURE FOR OBTAINING A MINOR REPLAT

4-12.03.01. - Standards and Restrictions.

- A. All minor replats shall conform to the following standards and restrictions:
- B. Each proposed lot must conform to the requirements of this Code.
- C. Each lot shall abut a public street.
- D. If the street ROW does not conform to the design specifications of this Code, the owner may be required to dedicate one-half the ROW width necessary to meet the minimum design requirements.
- E. Each proposed lot must have available public water and/or sanitary sewer service.

4-12.03.02. - Review and Recordation.

If the proposed minor replat meets the conditions of this section and otherwise complies with all applicable laws and ordinances, the City Commission shall approve the application by signing the approved replat. Upon approval of the minor replat, the applicant shall procure two copies of a boundary survey, which conforms conforming to the approval and is prepared by a licensed surveyor. The applicant shall have one copy of the boundary survey recorded in the official records of Levy County. The applicant shall provide the second boundary to the City of Cedar Key shall be provided to the City to be recorded by the City in a record of approved minor replats.

(History: Ord. No. 401)

4-12.03.03. - Limitation.

No further division of an approved minor replat is permitted under this section, unless a development plan meeting the requirement of this Code is prepared and submitted.

(History: Ord. No. 333)

4-12.04.00. - PROCEDURE FOR OBTAINING DEVELOPMENT PERMITS

4-12.04.01. - Application.

Application for a development permit shall be made to the Building Official on forms provided and may be acted upon by the Building Official without public notice or hearing.

4-12.04.02. - Submittals.

Applicants shall submit the following information or items:

- A. An approved development order or a statement from the Building Official that a development order is not required.
- B. Three copies of plans or sketches of the proposed work, drawn to scale and indicating the location, sizes, dimensions, elevation, and other information deemed necessary by the Building Official to determine conformance with, and to provide for the enforcement of, this Code.
- C. Notarized proof of ownership or authorization by the owner(s) of the property.
- D. Proof that any variance or approval required by this Code has been obtained.

4-12.04.03. - Processing.

Within 14 days after receiving a complete application for a building permit, the Building Official shall either approve or reject the application. If the proposed work, as described and depicted by the applicant, is in compliance with all requirements of this Code the Building Official shall approve the application and issue a permit in writing. If the proposal is not in compliance with all of the requirements of this Code, the application shall be rejected and a written rejection, providing the reason(s) therefore, shall be provided to the applicant. Submittals required shall become part of the official records of the City.

4-12.04.04. - Expiration and Revocation.

If the work authorized by the permit has not begun within six months of the effective date of the permit or is not substantially completed within two years of such date, the Building Official shall declare the permit to be expired, after which no further work under the permit shall be lawful. The Building Official may, for good cause, extend the effective date of the permit for up to six months. Upon finding that any work under a permit is not in compliance with any Code, the Building Official shall revoke the permit, shall notify the holder of the permit why it is being revoked and shall allow the holder seven days in which to cure any violation or noncompliance to the satisfaction of the Building Official to have the permit reinstated.

4-12.11.00. - ENFORCEMENT OF CODE PROVISIONS

4-12.11.01. - On-Going Inspections.

The Building Official shall implement a procedure for periodic inspection of development work in progress to ensure compliance with the development permit and this Code.

4-12.11.02. - Incorporation by Reference.

The Standard Building Code "Powers and Duties of the Building Official" are hereby specifically incorporated by reference as the method of Code Enforcement, except that references to the Board of Adjustment shall be interpreted to mean City Commission.

4-12.11.03. - Certificate of Occupancy.

Upon completion of work authorized by a development permit or development order, and before the development is occupied the developer shall apply to the Building Official for a certificate of occupancy. The Building Official shall inspect the work and issue the certificate if found to be in conformity with all applicable Codes.

4-12.11.04. - Penalties and Remedies.

If the Building Official determines that the code enforcement process incorporated by reference above would be an inadequate response to a given violation, the Building Official may pursue the following penalties and remedies as provided by law:

- A. *Civil remedies.* If any building or structure is erected, constructed, reconstructed, altered, repaired, or maintained or any building, structure, land or water is used in violation of this Code, the Building Official, through the City Attorney, may institute any appropriate civil action or proceedings in any court to prevent, correct, or abate the violation.
- B.

Criminal penalties. Any person who violates any provision of this Code shall be deemed guilty of a misdemeanor and shall be subject to fine and imprisonment as provided by law.

C. *Fine.* A fine of \$300.00 per tree may be charged for violation of Article V, Section 4-5.03.03.02.

(History: Ord. Nos. 264, 297)

4-12.12.00. - QUASI-JUDICIAL HEARINGS

Quasi-judicial hearings before hearing bodies in the City of Cedar Key shall be either formal or informal hearings. A formal quasi-judicial hearing is a hearing where petitioners and affected parties have the rights and responsibilities of a party as set forth in Section 4-12.12.03, of this chapter. An informal hearing is a hearing where the petitioner and public may present testimony for or against a proposal before the decision-making body without the procedures of a formal hearing.

(History: Ord. No. 460)

4-12.12.01. - Definitions.

Conflict of interest means conflict of interest means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest and includes those situations set forth in Section 4-12.12.06 B.2. of this chapter, and as set forth in Chapter 112.

Ex parte communication means ex parte communication means an oral or written communication made to a member of a decision-making body by, or on behalf of, a petitioner, affected party, or otherwise, about the merits of an action before the decision-making body, or foreseeably anticipated to come before the decision-making body, outside of a public meeting of the decision-making body and without notice to the petitioner or affected parties.

Petition means both an application for an action listed in Table 4-12.12.02, and a request for appeal of a decision of a decision-making body.

Petitioner means both the applicant when an application is being heard for the first time and the party appealing a decision of a decision-making body.

(History: Ord. No. 460)

4-12.12.02. - Actions Requiring A Quasi-Judicial Hearing.

The following actions are quasi-judicial in nature and require a quasi-judicial hearing before the decision-making body indicated herein:

Table 4-12.12.02

Action	Code Section	Decision-Making Body	Type of Quasi-Judicial Hearing
Conditional Use Permits	§ <u>4-12.05.01</u> , ch. 4	City Commission	Formal
Minor Replats	§ <u>4-12.03.01</u> , ch. 4	City Commission	Formal
Review of Development Plans	Part <u>4-12.02.00</u> , ch. 4	City Commission	Formal
Subdivision	§ <u>4-6.00.04</u> , ch. 4	City Commission	Formal
Variances	Part <u>4-10.01.00</u> , ch. 4	City Commission	Formal
Certificates of Appropriateness	§ <u>4-3.01.04</u> , ch. 4	Historic Preservation Board	Informal
Appeals of Historic Preservation Board Decisions Regarding Certificates of Appropriateness	§ <u>4-3.01.09</u> , ch. 4	City Commission	Formal
Appeals from Final Decisions of the Building Official	§ <u>4-12.09.00</u> , ch. 4	City Commission	Formal
Review of Application Decision for Dog Friendly Dining Permit	§ <u>4-6.08.05</u>	City Commission	Formal

4-12.12.03. - Formal Quasi-Judicial Proceedings.

- A. The order of presentation, with corresponding time limits for each presentation, shall be as follows:

Order	Item	Time Limit (Minutes)

1	Introduction of the Petition	3
2	Petitioner Presentation	20
3	Staff Presentation	10
4	Affected Party (if any) For	10 (per person)
5	Affected Party (if any) Against	10 (per person)
6	Rebuttal (Petitioner/Staff)	5
7	Close of Quasi-Judicial Proceeding	
8	Public Hearing	3 (per person)
9	Vote of Decision-Making Body	

- B. Cross examination is limited to ten minutes per witness.
- C. The time limits set forth above may be modified by the decision-making body upon request of a party to the proceedings. Said request shall detail the additional time desired and the subjects to be discussed during the requested additional time. A request for an extension of time should be considered by the decision-making body to assure all parties have a full fair opportunity to participate without undue repetition and delay.
- D. The decision-making body may, in its discretion and at any time during the hearing, continue the hearing and request further information from any party.
- E. Affected party defined; determination.
1. An affected party is any person who is entitled to actual written notice of a petition before the decision-making body, pursuant to Section 4-12.02.03 of this chapter, if applicable.
 2. An affected party who is not entitled to actual written notice but who believes that he has a special interest or would suffer an injury distinct in kind and degree from that shared by the public at large by the petition, may request affected-party status by filing an application with the City Clerk in writing no less than seven days prior to the meeting when the petition is scheduled to be heard. The decision-making body shall consider the application for affected party status prior to the commencement of the quasi-judicial hearing. The decision on affected party status of the decision-making body shall be final.

- F. *Representation.* Any petitioner or affected party may be represented by an attorney.
- G. *Registration of affected parties.* In order to participate in the formal quasi-judicial proceeding, all affected parties shall complete a registration card in the form prescribed by the decision-making body, stating their name and address and other pertinent information, and whether they support or oppose the petition before the decision-making body. The registration card shall be delivered to the decision-making body at the proceeding after determination of affected party status. If an attorney represents an affected party or several affected parties, the attorney shall complete the registration card and identify the person or persons they represent and whether their client supports or opposes the petition before the decision-making body.
- H. *Commencement of the hearing.*
1. The appropriate City staff shall introduce the case and shall provide a brief description of the petition. This introduction shall not be considered evidence in the proceeding, and the member(s) of the City staff presenting the introduction shall not be subject to cross-examination by any party to the proceedings.
 2. Ex parte communications and conflicts of interest.
 - a. *Ex parte communications.* In accordance with Section 4-12.12.06 of this Chapter, the members of the decision-making body shall disclose any ex parte communications that may have occurred concerning the petition. The petitioner and any affected party may examine, through the chair, each decision maker about these communications.
 - b. *Conflicts of interest.* The petitioner and any affected party may challenge the impartiality of any decision-maker in accordance with Section 4-12.12.06 of this chapter.
 3. In the interest of saving time, the petitioner, City staff, affected parties, and all witnesses shall be collectively sworn in by the appropriate City staff.
- I. *Evidence.*
1. Testimony or other evidence that is irrelevant or immaterial to the issue to be decided by the decision-making body is inadmissible. The decision-making body shall make rulings on objections to the relevance and materiality of the examination. A decision-making body member, party, or City staff member may raise an objection to the possibly irrelevant and immaterial testimony or evidence.
 2. The examination of witnesses shall be conducted under oath by direct examination on matters which are relevant and material to the issues before the decision-making body. After the conclusion of direct examination, the witness may be cross examined by another party, decision-making body member, or City staff. The inquiry under cross examination shall be limited to matters raised in the direct examination of the witness being examined. No re-direct shall be allowed unless requested by a party stating the desired area of inquiry and that request is approved by the decision-making body. If re-direct is allowed, it shall be limited to

questions of the witness on issues raised on the cross-examination. This provision shall not limit a decision-making body member from questioning any person on matters relevant to the petition before the decision-making body.

3. During the presentation by the opponents or proponents of an issue before the decision-making body, no one may present testimony or evidence which is unduly cumulative or repetitious of previously presented testimony or evidence by a fellow opponent or proponent.

J. *Public hearing.* After the quasi-judicial hearing is completed, those members of the public who were not a party to the quasi-judicial hearing may be permitted to speak up to three minutes and present testimony to the decision-making body. No party, petitioner, City staff or witness shall speak during the public hearing portion of the proceedings.

K. *Decision and final order.*

1. After the public hearing, the decision-making body shall vote to approve, deny, or approve with conditions the petition. In reaching its decision, the decision-making body shall only consider evidence presented at the hearing and shall base its decision on the competent, substantial evidence of record.

2. After voting, the chair of the decision-making body shall orally issue an order consistent with the vote of the decision-making body.

3. The order shall be reduced to writing and shall include findings of fact and conclusions of law and state whether the petition is approved, denied, or approved with conditions. The order shall also specify any conditions, requirements or limitations on the approval of the petition. The written order shall be presented to the decision-making body for approval at a special meeting, or at the next regular meeting of the decision-making body. The chair of the decision-making body and the City Clerk shall execute the order as it is approved. Executed copies of the order shall be sent by certified mail to the petitioner and any affected party.

4. If applicable, the final executed order is a final development order under 4-12.01.02 and 4-12.01.03 above. Notice of all final development orders must be recorded in the Official Records of Levy County at the petitioner's expense using a form provided by the City in substantially the following form:

NOTICE OF FINAL ORDER AFFECTING USE OF PROPERTY

This document is recorded in the Official Records of Levy County as notice that the property described below is the subject of a final order issued by the City Commission of the City of Cedar Key. Please consult the Final Order referenced below for potential limitations on the use of the subject property. Public record of all Final Orders of the City of Cedar Key are maintained at City Hall, 490 Second Street, Cedar Key, Florida 32625.

Subject Property:

Address: _____

Levy County Parcel ID: _____

Owner/Applicant: _____

Legal Description: _____

Final Order:

Number: _____

Type: ___ Minor Replat (attach boundary survey not larger than 8.5" by 17")

___ Certificate of Appropriateness

___ Development Plan

___ Certificate of Appropriateness for Demolition

___ Other: _____

___ Conditional Use Permit

___ Subdivision

___ Variance

I certify that the information stated herein is true and accurate.

Signed: _____	Date: _____
Title: _____	
<p>The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.</p>	
<p>Signed: _____ Notary Public</p>	Date: _____

4-12.12.04. - Informal Quasi-Judicial Hearings.

- A. An informal hearing shall be presented to the decision-making body in the following order:
 1. City staff presentation.
 2. Disclosure of ex parte communications and decisions regarding potential conflicts of interest in accordance with Section 4-12.12.06 of this Chapter.
 3. Petitioner presentation.
 4. Public hearing.
 5. Vote of the decision-making body.
- B. Cross examination of witnesses is not permitted. This provision does not prohibit a decision-maker from questioning any person on matters relevant to the petition.
- C. *Evidence.* The appropriate City staff shall present any staff or other report on the petition. Evidence before the decision-making body shall include, but not be limited to, an analysis which includes the consistency of the petition with the City's adopted codes, rules, policies or plans, as applicable, and how the petition does or does not meet the requirements of such codes, rules, policies, plans and other applicable laws. Written reports and any other documentary evidence shall become a part of the record. Evidence may be presented through oral testimony of witnesses or documentary evidence or both.
- D. *Registration.* Any person may speak for or against the matter if they complete a registration card at the meeting as provided by the decision-making body. The decision-making body chair may limit the time of any portion of an informal hearing to avoid unnecessary repetition and delay.
- E. *Decision.* After the public hearing portion, the decision-making body shall vote to approve, approve with conditions or deny the petition. In reaching its decision, the decision-making body shall only consider evidence presented at the hearing and shall base its decision on the competent, substantial evidence of record. The chair of the decision-making body shall orally issue an order consistent with the vote of the decision-making body.
- F. *Final orders.* The order shall be reduced to writing and must state whether the petition is approved, denied, or approved with conditions. The order must also specify any conditions, requirements or limitations on the approval of the petition. The City shall prescribe the format of the order. The chair of the decision-making body shall execute the final order within three days of the hearing and provide to the petitioner within one business day of the execution. The order is a final order of the decision-making body. Appeals from final orders may be filed in accordance with Section 4-12.12.05 of this chapter. If no appeal is requested within the period provided for in Section 4-12.12.05, the order shall constitute a final development order, if applicable, and shall be recorded in accordance with paragraph 4-12.12.03 K.4., of this chapter.

(History: Ord. No. 460)

4-12.12.05 - Appeals.

A. *Appeals to the City Commission.*

1. Whenever an appeal to the City Commission is provided for in Chapter 4, Laws of Cedar Key, any person aggrieved by a decision of the applicable decision-making body may file an appeal.
2. Written notice of appeal. The appeal shall be made by filing a written notice of appeal with the Clerk of the City Commission within 14 days from the date the final order is executed, or in the case of a final decision not requiring a final order, within 14 days from the date the decision is reduced to writing. The notice of appeal shall contain:
 - a. A statement of the decision to be appealed, and the date of the decision.
 - b. A statement of the interest of the person filing the appeal.
 - c. The specific Comprehensive Plan or Cedar Key Code provisions alleged to have been applied in error.
3. City Commission Hearing. The City Commission shall hear the appeal at its next regular meeting, provided at least 14 days have intervened between the time of the filing of the notice of appeal and the date of such meeting. The City Commission shall conduct the hearing in accordance with Section 4-12.12.03 of this chapter and the City Commission's decision shall constitute final administrative review.

- B. *Appeals of City Commission decisions.* Appeals from decisions of the City Commission may be made to the courts as provided by law.

(History: Ord. No. 460)

4-12.12.06. - Ex Parte Communications and Conflicts of Interest.

A. *Ex parte communications.*

1. If a member of a decision-making body receives a written ex parte communication relating to a matter coming before the decision-making body, the decision-maker shall transmit the item to the Clerk of the City Commission for inclusion in the official records. The communications shall be made available to the parties as soon as practicable before the hearing.
2. As soon as it becomes apparent that an inadvertent oral communication pertains to a matter coming before the decision-making body, the member of the decision making body shall explain to the person that the communication is improper, and that he or she is required to end the communication on that subject. At the time the item comes up for discussion at the decision-making body meeting, the decision-maker shall report any attempted ex parte communication.

B. *Conflicts of interest.*

1. A party to a quasi-judicial hearing may challenge the impartiality of any member of the decision-making body. The challenge shall state by affidavit facts relating to a bias, prejudice, personal interest, or other facts from which the challenger has concluded that the decision-maker cannot participate in an impartial manner. Except for good cause shown, the challenge shall be delivered by personal service to the City Clerk's office no less than 48 hours preceding the time set for the hearing. The City Clerk shall attempt to notify the person whose qualifications are challenged prior to the hearing. The challenge shall be incorporated into the record of the hearing.
2. No member of a decision-making body shall hear or rule upon a proposal if:
 - a. Any of the following have a direct or substantial financial interest in the proposal: the decision-maker's or the decision-maker's spouse, brother, sister, child, parent, father-in-law, mother-in-law; any business in which the decision-maker is then serving or has served within the previous two years; or any business with which the decision-maker is negotiating for or has an arrangement or understanding concerning prospective partnership or employment; or
 - b. The decision-maker owns property within the area entitled to receive notice of the hearing; or
 - c. The decision-maker has a direct private interest in the proposal; or
 - d. For any other valid reason, the decision-maker has determined that he or she cannot impartially participate in the hearing and decision.
3. No officer or employee of the City who has a financial or other private interest in a proposal shall participate in discussions with or give an official opinion to the decision-making body on the proposal without first declaring for the record the nature and extent of the interest.
4. A majority of the members of the decision-making body present and voting may, for reasons prescribed by the Code or other applicable law, vote to disqualify a decision-making body member who has refused to disqualify him or herself.

(History: Ord. No. 460)

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

Submitted By: Laura Roberts City Clerk

Meeting Date: 11/18/2025

Subject: Budget FY 24-25 Budget Amendment

Discussion:

Fiscal Impact:

Attachments: Exhibit A

Possible Commission Action: Approve Resolution No. 503 -

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY,
FLORIDA AMENDING THE 2024-2025 BUDGET TO INCREASE THE
BUDGETED APPROPRIATIONS OF A FUND WITHIN THE CITY BUDGET

**RESOLUTION NO. 503
CITY BUDGET AMENDMENT**

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF CEDAR KEY, FLORIDA AMENDING THE 2024-
2025 BUDGET TO INCREASE THE BUDGETED
APPROPRIATIONS OF A FUND WITHIN THE CITY
BUDGET**

WHEREAS Fla. Stat. §166.241(2) provides that it is unlawful for any officer of the City to expend or contract for expenditures in any fiscal year except pursuant to the adopted budget; and

WHEREAS Fla. Stat. 166.241(4)(c) allows a municipal governing body to amend its budget to increase the budgeted appropriations of a fund, using the same manner of adoption as the original budget; and

WHEREAS, the City Commission has determined that the City's budget should be amended in accordance with existing funds and to allocate funds to equity accounts for specific use or purposes.

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

1. The budget for the City for the fiscal year 2024-2025 is hereby amended as set forth in Exhibit "A", attached.
2. The City Clerk shall post this adopted amendment on the City's official website within 5 days after its adoption, as required by Fla. Stat. §166.241(5).

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

ATTEST:

CITY OF CEDAR KEY, FLORIDA,

Laura Roberts, City Clerk

Jeffrey Webb, Mayor

LEGAL REVIEW:

Norm D. Fugate, City Attorney

Account	Description	Actual - Prelim	Original Budget	Amendment	Final Budget
To amend General Fund expenditure budget					
001-519.460	PWD - Equipment & Maintenance	40,490	11,000	30,000	41,000
001-525.000	Emergency Management - Other	38,880	31,000	10,000	41,000
001-525.462	Emergency Management Repairs & Maintenance	1,321,236	9,000	1,550,000	1,559,000
001-525.650	Emergency Management Capital Outlay	19,066	10,000	10,000	20,000
001-575.461	Marina Repairs & Maintenance	503,610	4,500	500,000	504,500
001-590.990	Resilient Grant Project	185,000	140,633	50,000	190,633
001-521.632	Police - DOF Grant Expenses	24,908	-	25,000	25,000
001-541.461	PWD - Storm Pipe Cleaning	37,270	5,500	35,000	40,500
001-575.460	Marina Equipment Repair	36,918	1,500	40,000	41,500
To record balancing entry related to above items (General Fund) - revenues and reserves					
001-331.500	FEMA - Federal	2,515,705	-	(1,300,000)	(1,300,000)
001-284.000	Fund Balance	1,388,545	-	(950,000)	(950,000)
To amend CRA Fund budget					
101-920.000	Community Development Agency	1,093,829	795,862	430,000	1,225,862
To record balancing entry related to above items (CRA Fund)					
101-284.000	Fund Balance	675,879	-	(430,000)	(430,000)

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

Submitted By: Jeff Webb

Meeting Date: 11/18/2025

Subject: Insurance requirements for golf cart rentals (and other vehicles of transportation)

Discussion: Current Cedar Key law has Liability insurance coverage
*Minimum \$300,000.00 per occurrence, combined single limit, for bodily injury, personal injury, and property damage. City of Cedar Key to be listed as additional insured.

Fiscal Impact:

Attachments: Cedar Key Law 6.02.0 Passenger Transport for Hire, Google search on Florida Statute requirements

Possible Commission Action: Approval City of Cedar Key attorney to research, and submit for approval, modifications to current city law not to exceed requirements set forth in state statute for golf carts, bikes, e-bikes, etc.

2-6.02.00. PASSENGER TRANSPORT FOR HIRE VEHICLES

2-6.02.01. Definitions.

Passenger transport for hire vehicle means any vehicle that is used for transporting passengers for hire, fee, or compensation of any kind, including compensation derived from tips or advertising, upon or along the streets within the City of Cedar Key. **Examples of passenger transport for hire vehicles include, but are not limited to, taxicabs, bicycles, pedicabs, animal drawn carriages, golf carts and low speed vehicles.**

Rental vehicle means any vehicle that is rented on a short term basis for use by the person or persons renting the vehicle upon or along the streets within the City of Cedar Key. The term shall not include automobiles, campers or recreational vehicles. **Examples of rental vehicles include, but are not limited to, bicycles, mopeds, motorcycles, motorized scooters, golf carts and low speed vehicles.**

Unless specifically defined in this ordinance, definitions of terms as set forth in F.S. tit. XXIII shall apply to terms contained in this ordinance.

2-6.02.02. Regulations.

No driver of a passenger transport for hire vehicle, (the vehicle), shall:

- A. Operate the vehicle without first registering with the City as a vehicle driver;
- B. Operate the vehicle while carrying a number of passengers that exceeds the number of passengers that the seats were designed to accommodate;
- C. Allow a passenger to stand in the vehicle while the vehicle is in motion;
- D. Collect fares while the vehicle is in motion;
- E. Solicit patrons in an attempt to divert patronage from another business;
- F. Operate the vehicle in a manner that results in damage to public property;
- G. Leave the vehicle unattended on a street or other publicly owned property at any time;
- H. Allow a passenger or anyone to sit anywhere other than the passenger seat within the vehicle;
- I. Obstruct vehicular traffic by stopping, standing or driving carelessly;
- J. Stop, stand, or load or unload passengers where parking and standing is prohibited;
- K. Operate the vehicle without having a communication device, such as a cell phone or radio, in the driver's possession;
- L. Operate the vehicle on bike paths, sidewalks, roadway shoulders, on SR 24, or any other location prohibited by Florida statutes.

2-6.02.03. Safety Certificate.

Prior to the issuance or renewal of any permit by the City pursuant to this ordinance, the applicant shall certify under oath on the application required to be filed pursuant to section 5 that the applicant has read the provisions contained in this article and agrees to comply with the terms and that each vehicle contains all of the

equipment necessary to be operated on the streets legally, including the equipment required by F.S. ch. 316, and is in safe operating condition. The City shall inspect all vehicles listed in the application for compliance with this standard, or, alternatively, the applicant may furnish a certificate from a qualified mechanic that the mechanic has inspected all of the vehicles, that the vehicles comply with this standard. At any time after issuance of the permit, based upon either observation by the City, or by complaint filed with the City, any vehicle shall be subject to inspection by the City at any time, to determine compliance with these safety standards.

2-6.02.02. Liability Insurance Coverage Required.

- A. No permit shall be issued or renewed by the City unless there is in force a Commercial General Liability Insurance policy with minimum amount of \$300,000.00 per occurrence, combined single limit, for bodily injury, personal injury, and property damage. Such Liability Insurance policy shall specifically include the City as an additional insured and require each policy to be endorsed to state that coverage shall not be canceled by the applicant or carrier except after 30 days written notice sent via certified mail, return receipt requested, to the City. It is the applicant's responsibility to ensure notice to the City in accordance with the above requirement is met.
- B. The applicant will provide the City with a certificate or certificates of insurance showing the existence of coverage as required and will, upon written request by the City, provide certified copies of all policies of insurance. New insurance certificates and, when requested in writing, certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurance carriers.

Google Search (AI Mode) - What is the state statute for golf cart rental insurance in Florida?

Florida law does **not require insurance for standard golf carts** operating on designated local roads. However, this changes if the vehicle is classified as a **Low-Speed Vehicle (LSV)**, which requires mandatory insurance coverage under state statutes.

Standard Golf Carts vs. Low-Speed Vehicles (LSVs)

The key distinction in Florida law hinges on the vehicle's maximum speed and equipment:

Feature	Standard Golf Cart	Low-Speed Vehicle (LSV)
Top Speed	Cannot exceed 20 mph	Greater than 20 mph but not exceeding 25 mph
Registration/Title	Not required	Required (must have VIN and be registered with FLHSMV)
Insurance	Not required by state law	Required
Where Allowed	Designated local roads with speed limits of 30 mph or less	Streets with speed limits of 35 mph or less

Insurance Requirements for LSVs

If a rental business operates LSVs (often referred to as "street legal golf carts"), the vehicles must be insured with minimum coverage that follows Florida's no-fault law, specified in **Florida Statute § 324.021** and **Florida Statute § 627.736**. The required minimum coverage is:

- **\$10,000** in Personal Injury Protection (PIP)
- **\$10,000** in Property Damage Liability (PDL)

Liability for Rental Businesses

For rental agreements of less than one year, Florida Statutes provide specific liability limits for the lessor (rental company). Under **Florida Statute § 324.021**, the lessor is generally considered the owner for determining liability, up to a certain financial threshold (e.g.,

\$100,000 per person for bodily injury). Many rental companies require the renter's personal auto insurance to be primary for covering damages, as permitted under **Florida Statute § 627.7263**, and strongly recommend or require renters to carry full coverage auto insurance.

Ultimately, while state law does not mandate insurance for conventional golf carts, a business renting them assumes significant liability risk without it, and an LSV rental legally requires specific insurance coverage. Businesses should consult the full text of relevant statutes on the [Online Sunshine website](#) and consult with a legal professional or insurance agent to ensure full compliance