

**CITY OF CEDAR KEY
COMMISSION MEETING AGENDA
April 21, 2026
5:00 PM
809 6th Street, Cedar Key, Florida**

Call to Order

Invocation

Pledge of Allegiance

Roll Call

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

ORGANIZATIONAL ITEM: Judge Bustamante to swear in, the Office of Oath, Commissioner Sera, Seat 2 and Commissioner Weible, Seat 4

ORGANIZATIONAL ITEM: Attorney Fugate to accept a Motion for Mayor

ORGANIZATIONAL ITEM: Mayor to accept a Motion for Vice-Mayor

ACTION ITEM: Appointment of Department Heads

ACTION ITEM: Approval of the Meeting Agenda

ACTION ITEM: Consent Agenda of Minutes-Special Commission Meeting April 9, 2026

Public Comment

Reports by Cedar Key Entities:

Cedar Key Water & Sewer District: General Managers Report

- **ACTION ITEM:** Approve Water Tower Management Agreement with Nextower

Lions Club

Cedar Key Woman's Club

Chamber of Commerce

Cedar Key Aquaculture Association

Nature Coast Biological Station/NCBS

Cedar Key Arts Center

Cedar Key Non-Profit Organizations

Important Dates

- April 25th – DEA Drug Take Back at Old City Hall from 10 am to 2 pm
- April 27th – ETIPP Public Outreach at City Hall

Clerk's Office and Administration:

- **ACTION ITEM:** Approval of applying for CDBG grant for Neighborhood (Primary)/Commercial (Secondary) Revitalization 3
- **ACTION ITEM:** Approve City Clerk as Grant Administrator/City Point-of-Contact

Public Works

Fire Department/Emergency Management:

- **ACTION ITEM:** Budget Amendment for 2025-2026

Police Department

Attorney Items:

- Second and Final Notice for Ordinance No. 564-Voluntary Annexation of Lot 21, Block F, Cedar Key Shores, Unit No. 1, According to the Plat thereof, as Recorded in Plat Book 3 Page 19, of the Public Records of Levy County, Florida

ACTION ITEM: Approval of Petition for Release of Restrictive Covenant applied to Parcel ID: 0871000000 (Requested by Joseph Vastola)

ACTION ITEM: Appoint and Approve a Development Administrator to comply with the Laws of Cedar Key-Land Development

ACTION ITEM: Approval of Civic Plus Online Documents: Post-Storm Permit Process, Temporary Housing Units-Post Storm Recovery, Event Permit Fee Schedule, Policy for Responding to Permit Inquires, Building Inquiry Request, Standard Written Disclaimers, Technical Inquiry Disclaimer and Acknowledgement, Technical Consultation Summary, Tier 1 Inquiry Log, and Training Certification

Commissioner Discussion Items, Focus Areas, and Concerns

Adjournment at _____ p.m.



City of Cedar Key
Special Commission Meeting **Minutes**
809 6th Street
April 9, 2026
5:00 PM

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(absent) Nancy Sera, Commissioner Seat 2
 - Jim Wortham, Commissioner Seat 3 Jeff Webb, Commissioner Seat 4
 - Mel Beckham, Commissioner Seat 5

- **ACTION ITEM:** Approval of Meeting Agenda, as presented
Motion: Commissioner Sera. Second: Commissioner Wortham. Vote: Passes Unanimously.

- **ACTION ITEM:** Consent Agenda:
 - Minutes: 03-17-2026 Commission MeetingMotion: Commissioner Seara. Second: Commissioner Wortham. Vote: Passes Unanimously.

- Public Comment


- **ACTION ITEM:** Approve the inclusion of 357 2nd Street/Parcel Number 0858700000 to the Local Register of Historic Places
Motion: Commissioner Wortham. Second: Commissioner Sera. Discussion: Commissioner Beckham asked Attorney Fugate why would the commission possibly vote against this approval. Vote: Passes Unanimously.

- **ACTION ITEM:** Approve the inclusion of 709 5th Street/Parcel Number 0866400100 to the Local Register of Historic Places
Motion: Commissioner Sera. Second: Commissioner Wortham. Vote: Passes Unanimously.

- Meeting Adjourned 5:07 pm

Commissioner Wortham, Acting Vice-Mayor

Attest:



Prepared by, Brooke Smith-City Clerk

CKWSD General Manager's Report 04.13.26

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

Florida Commerce CDBG-DR Grant Procurements: I am expecting document approval from Florida Commerce for the grant procurements. Commerce has copies of our Engineering Request for Qualifications (RFQ) and the Grants Administrator Request for Proposal (RFP), along with the requisite Newspaper Ads.

Nextower Communications Colocation Agreement: I am asking the Board to approve a ground lease amendment to the Option and Ground Lease Agreement with Nextower for the Communications Tower site at the Water Treatment Plant. The original lease forbid other communications providers (excepting Verizon) from collocating on the Water Tower on 8th Street. I will also be asking the Board to approve a Water Tower Management Agreement between the District, the City of Cedar Key and Nextower. Evan has worked this agreement to where we believe it is equitable for the three parties involved. The City's attorney has a copy and I expect to receive his approval or concerns soon. I assume this matter will be on the City agenda for the April 21st Commission meeting.

Seacoast Bank Fee Adjustments: I met with Veronique Bufkin, Treasury Officer and Justin Head, Commercial Banker with Seacoast Bank April 2nd. We had previously received a large invoice for banking fees and I questioned the reasoning. Apparently, when Seacoast Bank purchased Drummond Bank three years ago, Drummond did not carry the same fee structure for its commercial accounts as Seacoast. In order to smooth the transition, Seacoast has waved those in the 3 years since the purchase. The grace period ended in January and Seacoast will now begin charging for various banking fees. Based on our February bank statements, we would have paid \$513.04 in banking fees. Due to the interest we collect, these monthly fees will be deducted from the earned interest. I will have a larger version of this spreadsheet on the monitor in our Board meeting.

Generator Grant FDEP L0380 Purchase Order: FDEP L0380 is a \$500,000.00 Emergency Generator Grant. I am requesting the Board approve a Purchase Order of \$395,851.00 to Tradewinds Power Corporation for two 100kW Mobile Emergency Generators and accompanying Transfer Switch Stations. These generators will serve the Water and Wastewater Treatment Plants. This purchase has been approved the Florida Department of Environmental Protection and is conducted through the Florida Sheriff's Cooperative Purchasing Program.

FEMA 4828 -949635 Water Meter Project: This project (\$212,792.77) has now been funded. It is considered a Small Project under FEMA rules (under \$1,000,000.00). We received \$159,594.58 from Florida Emergency Management which is the Federally Obligated percentage of 75% of total costs. We will be receiving an additional \$26,599.09 which represents the State Obligated percentage of 12.5% of total costs for a total of 87.5% funded. We have deposited this money into the FEMA 4828 Interest Bearing Account at Seacoast Bank until further use.

Financial Reports: We are now at the 50% mark of the FY26 budget year. Water and sewer revenue is currently 49.25%. Though less than the budgeted amount, the revenue deficit decreased to a .7 ¼ % vs .9% for February. Traditional revenue (non-grant) is at 61.7% of budget and is 10.9% above this period last year. Ad Valorem revenue is 85% of the budgeted amount and 6% more than March 2025. Again, these numbers are fluid at this time of the fiscal year.

Total payroll is at 52.9% of budget but 5.2% less than February 2025. As a reminder, I expect Retirement and Rural Development Principal expenses to be adjusted after the completion of the preaudit. Traditional expenses are 45% of budget and that amount includes a large carryover from FY25 storm repairs.

Bill Adjustment Requests: As this time, we have no Bill Adjustment Requests for the Board's consideration.

**WATER TOWER MANAGEMENT AGREEMENT
(CEDAR KEY)**

THIS WATER TOWER MANAGEMENT AGREEMENT (this "Agreement") is made as of April 13, 2026 (the "Effective Date") by and between THE CITY OF CEDAR KEY, a Florida municipal corporation, having an address at 809 6th Street, Cedar Key, FL 32625 ("CITY"), CEDAR KEY WATER AND SEWER DISTRICT, a special district chartered under the Laws of Florida, having an address at P.O. Box 309, Cedar Key, Florida 32625 ("OWNER"), and NEXTOWER DEVELOPMENT GROUP II, LLC, having an address at 905 NW 56th Terrace, Suite A, Gainesville, Florida 32605 ("MANAGER").

RECITALS

A. CITY is the owner of certain real property located at 918 9th Street, Cedar Key, Florida 32625, as more particularly described on Exhibit A attached hereto (the "Real Property")

B. OWNER is the owner of a water tower (the "Water Tower") situated on the Real Property and leases the Real Property from the CITY.

C. CITY and OWNER desire that MANAGER advertise and market the Real Property and Water Tower to tenants (collectively, "Tenants") interested in signing occupancy lease agreements for the placement of such tenants' communications equipment on the Real Property and/or on the Water Tower (the "Leases"). CITY and OWNER further desire to grant MANAGER the right to grant such Leases.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **MANAGER'S RIGHTS AND RESPONSIBILITIES.** MANAGER's management rights and responsibilities shall include the following:

- A. The exclusive right to advertise and market the Real Property and Water Tower to Tenants interested in signing Leases;
- B. The nonexclusive right to perform, or cause to be performed, inspections and feasibility investigations of the Real Property and/or Water Tower. Such inspections and feasibility investigations may include, but are not limited to, test borings of the soil, environmental audits, engineering studies including structural analyses, and survey work;
- C. The exclusive right to administer, negotiate and consent to all new Leases. The exclusive right to administer, negotiate and consent to all Lease modifications and/or extensions, expressly including any modifications and/or extensions to the Water Tower Lease Agreement dated February 5, 2021, between OWNER, as lessor, and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, as lessee (the "Verizon Lease"). Upon the completion of negotiations for a new Lease or Lease modification/extension, MANAGER shall provide the final agreement to CITY and/or

OWNER, as they case may be, for execution (with MANAGER listed as CITY's and/or OWNER's manager). Upon execution by all parties, MANAGER shall provide a fully-executed copy of the agreement to CITY and OWNER for their files.

- D. The nonexclusive right, for the benefit of both MANAGER and Tenants, twenty-four (24) hours per day, seven (7) days per week for pedestrian and vehicular access to and over the Real Property and the Water Tower, from an open and improved public road to the Landlord's Premises, for the management, installation, maintenance, and operation of communications facilities, including any utilities serving the Landlord's Premises. MANAGER has the right manage such access, and CITY and OWNER will provide MANAGER such approvals, codes, keys, and other instruments or information as may be necessary for such access.
- E. The exclusive right to collect rent, security deposits, utility charges and any other monies derived from the Leases, which MANAGER shall distribute in accordance with Section 3 hereof; and
- F. Any other ancillary/incidental rights and responsibilities related to the foregoing.

2. **CITY'S AND OWNER'S RIGHTS AND RESPONSIBILITIES.**

- A. Notwithstanding anything herein to the contrary, the parties agree that CITY and OWNER will retain and continue to be responsible for: (i) obligations relating to the ownership and use of the Real Property and Water Tower; (ii) any covenant or obligation of CITY and OWNER relating to the environmental condition of the Real Property and Water Tower; (iii) providing access for ingress and egress and for utilities to the Real Property and Water Tower to MANAGER and Tenants twenty-four (24) hours per day, three hundred sixty-five (365) days per year; and (iv) executing all final agreements for new Leases, Lease modifications, and Lease extensions presented by MANAGER.
- B. Notwithstanding anything herein to the contrary, CITY and OWNER shall have final approval authority over any new Leases, Lease modifications, and Lease extensions presented by MANAGER. Nothing herein shall obligate CITY or OWNER to approve any new Leases, Lease modifications, and Lease extensions presented by MANAGER, however, CITY's and OWNER's review shall occur within twenty-one (21) days from MANAGER's presenting of a new or modified lease to CITY and OWNER.
- C. Notwithstanding anything herein to the contrary, CITY and OWNER shall have final approval authority over any proposed structural modifications, alterations, or improvements to the Water Tower and any proposed modifications, alternations, or improvements to the Real Property.

3. **MANAGER FEES.**

- A. It is agreed that for all Tenants originated by Manager and all Lease modifications and/or extensions originated by MANAGER, MANAGER shall be entitled to retain on a monthly basis, in arrears, thirty-three and one-third percent (33 1/3%) of the gross proceeds from all rental or license fee payments to be made ("Manager Fees"). The remaining sixty-six and two-thirds percent (66 2/3%) of gross proceeds from all rental or license fee payments to be made shall be divided evenly between CITY and OWNER.

and promptly forwarded to CITY and OWNER by MANAGER on a monthly basis, in arrears. Notwithstanding anything herein to the contrary, Manager's Fee for any modification or extension of the Verizon Lease shall be limited to 33 1/3% of any increase in the rent paid by lessee under such lease over and above the rent paid by lessee prior to the effective date of the modification or extension.

- B. All rental or license fee payments for which MANAGER is the originator shall be made directly to MANAGER. CITY and OWNER shall have the right to have their accountants or other designated representatives examine MANAGER's books and records with regard to this Agreement, upon reasonable prior notice, from time to time.
- C. During the term of this Agreement, MANAGER may pay certain expenses on behalf of CITY and/or OWNER as the CITY and/or OWNER shall request in writing or as MANAGER shall request in writing for approval by CITY and/or OWNER, such expenses to be agreed upon in writing by the parties prior to any payment. In such case, MANAGER shall provide to CITY and/or OWNER, as the case may be, a bill setting forth the item(s) for which MANAGER is seeking reimbursement, and CITY and/or OWNER, as the case may be, shall reimburse MANAGER within thirty (30) days of its receipt of said bill.

4. **TERM AND TERMINATION.**

- A. **Term.** The term of this Agreement shall be for thirty (30) years commencing on the Effective Date and subject to termination only as provided in this Agreement (the "Term").
- B. **Termination (MANAGER).** MANAGER may terminate this Agreement for any reason upon no less than thirty (30) days' written notice to OWNER.
- C. **Termination (OWNER/CITY).** OWNER and CITY may jointly terminate this Agreement due to MANAGER'S default and after MANAGER's failure to timely cure per Section 6 herein upon provision of written notice to MANAGER.
- D. Upon any termination of this Agreement, all of MANAGER's rights and responsibilities under Section 1 and all of CITY and OWNER's rights and responsibilities under Section 2 shall henceforth terminate. Prior to any termination becoming effective, MANAGER shall cooperate with OWNER and CITY to ensure that all records pertaining to leases managed by MANAGER are transferred to OWNER and/or CITY, and MANAGER shall facilitate the transition of management responsibilities for all such leases to OWNER and/or CITY.

5. **INSURANCE.** MANAGER shall, at its expense, maintain during the Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,000.00) for damage to or destruction of property in any one occurrence. CITY and OWNER shall be named as additional insureds, as their interests may appear, and the policies shall contain cross liability endorsements. MANAGER may carry said insurance under a blanket policy. MANAGER shall deliver to CITY and OWNER, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to CITY and OWNER.

6. DEFAULTS AND REMEDIES.

- A. Notwithstanding anything in this Agreement to the contrary, CITY, OWNER and MANAGER shall not be in default under this Agreement for failure to perform any obligation under this Agreement until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Agreement if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.
- B. Should MANAGER breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in Section 6(a) above, CITY and/or OWNER may seek specific performance or actual damages, invoke any other remedies available in law or in equity, and/or terminate this Agreement.
- C. Should CITY or OWNER breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in Section 6(a) above, MANAGER may terminate this Agreement effective upon receipt of written notice by CITY or OWNER, as the case may be, or, at its option, cure such default. All sums expended by MANAGER in connection therewith shall be paid by CITY or OWNER, as the case may be, to MANAGER upon demand.
- D. Notwithstanding anything to the contrary herein, in the event this Agreement expires or is terminated except for a termination by MANAGER for convenience pursuant to Section 6.B. or due to MANAGER's default under Section 6.C., MANAGER shall continue to receive Manager Fees for all Tenants it originates that enter into Leases during the Term and all Lease modifications and/or extensions it originates during the Term until such date that is 25 years from the Effective Date.

7. **TAXES.** CITY and OWNER shall be solely responsible for payment of all real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments regardless of the taxing method imposed on the Real Property and Water Tower, if any (collectively, "Taxes"). Provided, CITY and OWNER shall not be responsible for any taxes, fees, or charges imposed on the Leases. Any taxes, fees, or charges imposed on the Leases, if any, shall be the sole responsibility of the lessees under such Leases and MANAGER shall ensure that language is included in each Lease to this effect. . Within ten (10) days of receiving a request from MANAGER, CITY and OWNER shall furnish to MANAGER a copy of each bill for any such Taxes and evidence of CITY's or OWNER's payment of such bill. In the event that CITY or OWNER fails to pay any Taxes when due, MANAGER shall have the right, but not the obligation, to pay such Taxes on behalf of CITY or OWNER after MANAGER gives CITY or OWNER thirty (30) days' notice. CITY or OWNER shall reimburse MANAGER for the full amount of such Taxes paid by MANAGER on CITY's or OWNER's behalf within five (5) business days of CITY's or OWNER's receipt of an invoice from MANAGER.

8. **ASSIGNMENT.** MANAGER may assign, transfer or otherwise encumber all or any part of this Agreement without the prior consent of CITY or OWNER, provided that such assignee assumes in full all of MANAGER's obligations under this Agreement.

9. **CONSENTS AND APPROVALS.** MANAGER and/or Tenants under Leases shall maintain the permits necessary for the communications equipment operated under the applicable Leases. Upon execution of this Agreement, CITY and OWNER agree to cooperate with MANAGER in all respects in connection with any application made by MANAGER, in the names of CITY and OWNER, to any governmental authority for any license, permit or approval or renewal thereof. Procurement of licenses, permits and/or approvals necessary for the construction, maintenance and operation of Tenants' communications equipment shall be made at MANAGER's and/or the applicable Tenant's expense, and CITY and OWNER shall have no obligations with respect thereto. Whenever the consent or approval of either party is required or a determination must be made by either party under this Agreement, no such consent or approval shall be unreasonably withheld, denied or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Notwithstanding anything herein to the contrary, nothing herein shall obligate OWNER or CITY to approve or support any application for a permit or land use approval submitted to the OWNER or CITY. Any such applications for a permit or land use approval shall be subject to OWNER and CITY's normal application and approval process.

10. **QUIET POSSESSION; MAINTENANCE OF REAL PROPERTY.** CITY hereby covenants that it has a valid fee interest in the Real Property. OWNER hereby covenants that OWNER has a valid ownership interest in the Water Tower and a valid lease interest in the Real Property until termination of that certain Lease Agreement between CITY and OWNER dated August 29, 1973, as subsequently amended (the "Lease Agreement")., CITY and OWNER shall provide such assurances of title and the OWNER's lease interest under the Lease Agreement as may be necessary or appropriate. CITY and OWNER further agree to maintain and repair the Real Property and the Water Tower. Without limiting the foregoing, except to the extent maintenance and/or repair is the obligation of Tenants under Leases, CITY and OWNER shall be solely responsible for the maintenance and repair of the Real Property and Water Tower.

11. **ESTOPPEL CERTIFICATES; OWNER'S ACKNOWLEDGMENT OF RIGHTS.** CITY and OWNER agree that they will from time to time, within ten (10) days after request by MANAGER, execute and deliver an estoppel certificate, CITY's and OWNER's acknowledgements of rights or other similar statement, in a form that is reasonably acceptable to CITY, OWNER and MANAGER certifying that: (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating that MANAGER is not in default hereunder (or if CITY or OWNER alleges a default stating the nature of such alleged default); and (iii) acknowledging the rights of MANAGER, MANAGER's mortgagee or assignee, if any, and further stating such other matters as MANAGER, MANAGER's mortgagee or assignee shall reasonably require.

12. **NOTICES.** Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender,

and sent to the addresses set forth above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 12.

13. **ENTIRE AGREEMENT AND BINDING EFFECT.** This Agreement constitutes the entire agreement among CITY, OWNER and MANAGER. No prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by authorized representatives of the parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

14. **DUE AUTHORIZATION.** If CITY or OWNER is a corporation, partnership or limited liability company, the undersigned represents that he or she is a duly authorized to execute this Agreement and bind CITY or OWNER to the terms hereof.

15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

16. **MEMORANDUM OF MANAGEMENT AGREEMENT.** CITY, OWNER and MANAGER hereby agree to execute a Memorandum of Management Agreement in a form that is reasonably acceptable to the parties, which MANAGER, at its sole expense, shall have the right to file of record in the county and state where the Real Property and the Water Tower is located.

17. **FURTHER ASSURANCES.** CITY and OWNER will, from time to time after the Effective Date, upon the reasonable request of MANAGER, execute and deliver all such further documents and assurances as may be reasonably required to effectuate the purposes of this Agreement.

18. **INDEMNIFICATION / HOLD HARMLESS.**

- A. MANAGER shall indemnify and hold CITY and OWNER harmless against any claim of liability or loss from bodily injury, property damage, and any other damages to the extent caused by MANAGER's breach of this Agreement, including, without limitation, the negligent provision of services pursuant to this Agreement.
- B. Within the limits provided by Section 768.28, Florida Statutes, and without waiving any defense of sovereign immunity, CITY and OWNER shall indemnify and hold MANAGER harmless from all claims of liability or loss from bodily injury and other personal injury and other damages to the extent caused by CITY's and/or OWNER's operations on the Real Property and/or the Water Tower or work related thereto performed by CITY and/or OWNER or their respective agents, contractors, licensees or invitees.

19. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each and all of its provisions.

20. **GOVERNING LAW.** The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the State of Florida. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be

brought in the courts of Levy County or Alachua County, Florida and each of the parties consents to the jurisdiction of such courts (and to the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. In the event of litigation arising out of this Agreement, if a court of competent jurisdiction issues a final, non-appealable order, the non-prevailing party in such litigation shall reimburse the prevailing party for its costs and expenses (including reasonable attorney's fees) in obtaining such judgment.

21. **SEVERABILITY**. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

22. **WAIVER**. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

23. **COVENANT RUNNING WITH THE LAND**. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of CITY, OWNER, MANAGER and their respective successors, heirs and assigns. This Agreement may be subordinated to any future mortgage, deed of trust, ground lease or master lease affecting the Real Property, provided that each holder of any such future interest must execute a non-disturbance agreement in favor of MANAGER.

[SIGNATURES FOLLOW]

Executed by the parties' duly authorized representatives as of the Effective Date.

CITY:

CITY OF CEDAR KEY, a Florida municipal corporation

By: _____

WITNESSES:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__ by _____ as _____ of the City of Cedar Key, a Florida municipal corporation, who is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

OWNER:

CEDAR KEY WATER AND SEWER DISTRICT,
a special district chartered under the Laws of
Florida

By: Michael Borrelli
Michael Borrelli
Chairman

WITNESSES:

John Ferguson
Print Name: John Ferguson
Address: 12216 Franko Cir, Cedar Key, FL 32625

John Rittenhouse
Print Name: JOHN RITTENHOUSE
Address: P.O. BOX 40
CEDAR KEY, FL 32625

STATE OF FLORIDA

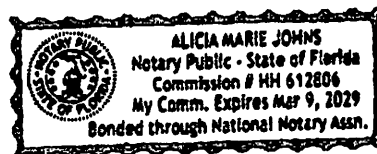
COUNTY OF Lewy

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of April, 2020 by Michael Borrelli as Chairman of Cedar Key Water and Sewer District, a special district chartered under the Laws of Florida, who is personally known to me or has produced _____ as identification.

Alicia M. Johns
(Signature of person taking acknowledgment)

Alicia M Johns
(Name typed, printed or stamped)

(Title or rank)
##HW12800
(Serial number, if any)



MANAGER:

NEXTOWER DEVELOPMENT GROUP II, LLC,
a Delaware limited liability company

By: [Signature]
David H. Boeff, President, CEO

WITNESSES:

[Signature]
Print Name: Joel Rousseau
Address: 905 NW 56th Terrace, Suite A
Gainesville, Florida 32605

[Signature]
Print Name: Kathy Heaton
Address: 905 NW 56th Terrace, Suite A
Gainesville, Florida 32605

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of March, 2026 by David H. Boeff, as President, CEO of NexTower Development Group II, LLC, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

[Signature]
(Signature of person taking acknowledgment)

Joel Rousseau
(Name typed, printed or stamped)

(Title or rank)
HH 294786
(Serial number, if any)

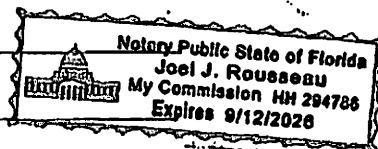


Exhibit A

LEGAL DESCRIPTION OF REAL PROPERTY

[To be inserted]

City of Cedar Key
Commission Meeting
Agenda Item

Submitted By: Brooke Smith

Meeting Date: 04/21/2026

Subject:

Approval for City Clerk to Apply for Two CDBG Grant Applications (Commercial Revitalization and Economic Development)

Discussion:

The City of Cedar Key is seeking authorization for the City Clerk to apply for two Community Development Block Grant (CDBG) opportunities to support economic recovery and development initiatives.

The first application is for a Commercial Revitalization project, specifically the Cedar Key HARBOR Project as presented by the Chamber of Commerce. This project is intended to support economic continuity, business resilience, and redevelopment within the commercial district.

The second application is for an Economic Development project, which will replace the previously considered Economic Development Administration (EDA) grant application. The EDA funding source does not allow for a waiver of the required local match, as it is federally funded.

In contrast, the CDBG program provides a more feasible funding opportunity for the city, particularly given the ability to pursue funding without the same match constraints.

Approval of these applications will allow the City to pursue critical funding opportunities that align with community priorities, support economic growth, and enhance resilience within a fiscally constrained environment.

Fiscal Impact:

No immediate fiscal impact associated with application submittal. If awarded, grant funding would support project implementation. The CDBG program may reduce or eliminate local match requirements compared to federal funding sources.

Possible Commission Action:

The Commission may consider approval authorizing the City Clerk to apply for two CDBG grants, one for Commercial Revitalization and one for Economic Development. Alternatively, the Commission may provide directions to staff for revisions or additional information, or take other action as deemed appropriate.

Attachments:

- CDBG Application Materials (as applicable)
- Project information for Cedar Key HARBOR Project

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

Submitted By: Brooke Smith

Meeting Date: 04/21/2026

Subject:

Designation of City Clerk as Grant Administrator and Point of Contact for Grant Management

Discussion:

The City of Cedar Key actively pursues and manages a variety of grant-funded projects that require centralized coordination, compliance oversight, and consistent communication with funding agencies. To strengthen grant administration and ensure alignment with regulatory requirements, it is recommended that the City Clerk be formally designated as the Grant Administrator and primary point of contact for all grant-related activities.

This designation will establish a centralized and accountable process for grant management, including application coordination, documentation, reporting, compliance monitoring, and communication with state and federal agencies. It will also enhance transparency, improve efficiency across departments, and support consistency in grant execution and recordkeeping. Formalizing this role aligns with best practices in public administration by ensuring clear responsibility, strengthening internal controls, and maximizing the City's ability to secure and effectively manage external funding opportunities.

Fiscal Impact:

No direct fiscal impact. This designation utilizes existing staff resources and may improve efficiency in grant management, reducing risk of non-compliance and enhancing funding opportunities.

Possible Commission Action:

The Commission may consider designating the City Clerk as the Grant Administrator and primary point of contact for all grant-related tasks and management. Alternatively, the Commission may provide directions to staff for modifications or additional information, or take other action as deemed appropriate.

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

Submitted By: Robert Robinson, Fire Chief / EMD

Meeting Date: April 21, 2026

Subject: Fire Department Budget Amendment

Discussion: Amend Fire Department Budget by \$1,205,306.00

\$1,200,000.00 received from State Appropriations to pay for new Quint and equipment.

Income Side: Journal # 331.716

Expense Side: Journal # 522.649

\$5,306, received from the County to pay for radio for Brush 75

Income Side: Journal # 342.200

Expense Side: Journal # 522.520 (radio)

Original Budget: \$ 302,456.68

Budget Amendment Total: \$ 1,205,306.00

NEW BUDGET TOTAL: \$ 1,507,762.68

Fiscal Impact:

Attachments: None

CEDAR KEY FIRE RESCUE QUARTERLY REPORT

January – March 2026

Incident Details

Grouped by: Additional Information

100 – Cedar Key Zone Inside City

Count: 24

Incident Identifier: 26-0004 **Dispatch:** 01/04/26 09:37
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0005 **Dispatch:** 01/05/26 20:05
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0013 **Dispatch:** 01/19/26 01:41
Primary Incident Type: Hazardous Situation: Hazard Non-Chemical: Electrical
Hazard / Short Circuit

Incident Identifier: 26-0015 **Dispatch:** 01/22/26 07:02
Primary Incident Type: Medical: Illness: Chest Pain (Non-Trauma)

Incident Identifier: 26-0019 **Dispatch:** 01/31/26 17:21
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0024 **Dispatch:** 02/08/26 10:38
Primary Incident Type: Medical: Illness: Breathing Problems

Incident Identifier: 26-0029 **Dispatch:** 02/12/26 17:42
Primary Incident Type: Medical: Illness: Abdominal Pain / Problems

Incident Identifier: 26-0030 **Dispatch:** 02/12/26 22:27
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0035 **Dispatch:** 02/19/26 07:51
Primary Incident Type: Medical: Illness: Chest Pain (Non-Trauma)

Incident Identifier: 26-0037 **Dispatch:** 02/20/26 18:48
Primary Incident Type: Public Service: Citizen Assist: Lift Assist

Incident Identifier: 26-0039 **Dispatch:** 02/25/26 11:39
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0040 **Dispatch:** 02/27/26 21:44
Primary Incident Type: Medical: Illness: Abdominal Pain / Problems

Incident Identifier: 26-0043 **Dispatch:** 03/03/26 04:25
Primary Incident Type: Medical: Illness: Chest Pain (Non-Trauma)

Incident Identifier: 26-0044 **Dispatch:** 03/03/26 11:04
Primary Incident Type: Medical: Illness: Sick Case

Incident Identifier: 26-0048 **Dispatch:** 03/07/26 15:08
Primary Incident Type: Medical: Illness: Sick Case

Incident Identifier: 26-0052 **Dispatch:** 03/10/26 13:49
Primary Incident Type: Medical: Illness: Sick Case

Incident Identifier: 26-0054 **Dispatch:** 03/15/26 12:38
Primary Incident Type: Medical: Illness: Sick Case

Incident Identifier: 26-0055 **Dispatch:** 03/15/26 19:23
Primary Incident Type: Medical: Illness: Breathing Problems

Incident Identifier: 26-0059 **Dispatch:** 03/20/26 11:50

Location: 310 Dock St, Cedar Key, FL 32625 5166

Incident Identifier: 26-0061 **Dispatch:** 03/21/26 18:41
Primary Incident Type: Medical: Illness: Back Pain (Non-Trauma)

Incident Identifier: 26-0065 **Dispatch:** 03/27/26 23:57
Primary Incident Type: Fire: Outside Fire: Utility Infrastructure Fire

Incident Identifier: 26-0066 **Dispatch:** 03/28/26 11:26
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0068 **Dispatch:** 03/28/26 20:37
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0070 **Dispatch:** 03/31/26 12:31
Primary Incident Type: Public Service: Citizen Assist: Citizen Assist / Service Call

101 – Cedar key Zone County On Island	Count: 1
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Incident Identifier: 26-0046 **Dispatch:** 03/05/26 22:43
Primary Incident Type: Medical: Injury / Trauma: Motor Vehicle Collision

102 – Cedar Key Zone / County Off Island**Count: 6**

Incident Identifier: 26-0020 **Dispatch:** 02/01/26 13:57
Primary Incident Type: Hazardous Situation: Hazardous Materials: Gas Leak / Gas Odor

Incident Identifier: 26-0031 **Dispatch:** 02/14/26 17:38
Primary Incident Type: Fire: Transportation Fire: Vehicle Fire - Passenger

Incident Identifier: 26-0058 **Dispatch:** 03/17/26 10:04
Primary Incident Type: Medical: Injury / Trauma: Hemorrhage / Laceration

Incident Identifier: 26-0062 **Dispatch:** 03/26/26 13:45
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0063 **Dispatch:** 03/27/26 17:41
Primary Incident Type: Medical: Illness: Well Person Check

Incident Identifier: 26-0067 **Dispatch:** 03/28/26 21:57
Primary Incident Type: Medical: Illness: Well Person Check

103 - On the Water**Count: 3**

Incident Identifier: 26-0033 **Dispatch:** 02/16/26 15:39
Primary Incident Type: Public Service: Other: Standby

Incident Identifier: 26-0034 **Dispatch:** 02/18/26 11:19
Primary Incident Type: Medical: Illness: Nausea / Vomiting

Incident Identifier: 26-0001 **Dispatch:** 01/01/26 10:59
Primary Incident Type: No Emergency: Cancelled

Incident Identifier: 26-0002 **Dispatch:** 01/01/26 13:38
Primary Incident Type: Medical: Illness: Heart Problems

Incident Identifier: 26-0003 **Dispatch:** 01/01/26 13:57
Primary Incident Type: Medical: Injury / Trauma: Hemorrhage / Laceration

Incident Identifier: 26-0007 **Dispatch:** 01/11/26 11:12
Primary Incident Type: Medical: Illness: Heart Problems

Incident Identifier: 26-0008 **Dispatch:** 01/12/26 20:47
Primary Incident Type: Hazardous Situation: Investigation: Smoke Investigation

Incident Identifier: 26-0010 **Dispatch:** 01/14/26 04:21
Primary Incident Type: Medical: Illness: Sick Case

Incident Identifier: 26-0012 **Dispatch:** 01/17/26 18:09
Primary Incident Type: Medical: Injury / Trauma: Hemorrhage / Laceration

Incident Identifier: 26-0016 **Dispatch:** 01/23/26 12:32
Primary Incident Type: Medical: Illness: Convulsions / Seizures

Incident Identifier: 26-0021 **Dispatch:** 02/03/26 00:03
Primary Incident Type: Hazardous Situation: Investigation: Smoke Investigation

Incident Identifier: 26-0022 **Dispatch:** 02/03/26 21:39
Primary Incident Type: Medical: Illness: Chest Pain (Non-Trauma)

Incident Identifier: 26-0023 **Dispatch:** 02/06/26 08:00
Primary Incident Type: Medical: Illness: Abdominal Pain / Problems

Incident Identifier: 26-0028 **Dispatch:** 02/11/26 23:31
Primary Incident Type: Medical: Illness: Abdominal Pain / Problems

Incident Identifier: 26-0036 **Dispatch:** 02/20/26 10:24
Primary Incident Type: Medical: Illness: Chest Pain (Non-Trauma)

Incident Identifier: 26-0038 **Dispatch:** 02/21/26 22:15
Primary Incident Type: Medical: Illness: Sick Case

Incident Identifier: 26-0042 **Dispatch:** 03/02/26 18:27
Primary Incident Type: Medical: Injury / Trauma: Fall

Incident Identifier: 26-0049 **Dispatch:** 03/07/26 22:03
Primary Incident Type: Hazardous Situation: Hazard Non-Chemical: Motor Vehicle Collision - No Injury

Incident Identifier: 26-0050 **Dispatch:** 03/09/26 17:44
Primary Incident Type: Fire: Outside Fire: Other Outside Fire

Incident Identifier: 26-0051 **Dispatch:** 03/10/26 03:19
Primary Incident Type: Medical: Illness: Breathing Problems

Incident Identifier: 26-0056 **Dispatch:** 03/15/26 21:12
Primary Incident Type: Medical: Illness: Well Person Check

Incident Identifier: 26-0057 **Dispatch:** 03/16/26 17:46
Primary Incident Type: No Emergency: Cancelled

Incident Identifier: 26-0060 **Dispatch:** 03/20/26 23:12
Primary Incident Type: Medical: Illness: Breathing Problems

Incident Identifier: 26-0064 **Dispatch:** 03/27/26 20:47
Primary Incident Type: Medical: Illness: Chest Pain (Non-Trauma)

Incident Identifier: 26-0069 **Dispatch:** 03/30/26 17:15
Primary Incident Type: Medical: Illness: Cardiac Arrest

106- Chiefland Zone	Count: 2
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Incident Identifier: 26-0017 **Dispatch:** 01/30/26 13:16
Primary Incident Type: No Emergency: Cancelled
Location: 2691 NW 75th Ter, Chiefland, FL 32626 7431

Incident Identifier: 26-0047 **Dispatch:** 03/07/26 14:28
Primary Incident Type: Fire: Outside Fire: Vegetation / Grass Fire

Station 6 Zone / LSDPS Station 6 No Response	Count: 3
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Incident Identifier: 26-0018 **Dispatch:** 01/31/26 10:48
Primary Incident Type: No Emergency: Cancelled

Incident Identifier: 26-0025 **Dispatch:** 02/09/26 11:03
Primary Incident Type: Hazardous Situation: Investigation: Smoke Investigation

Incident Identifier: 26-0032 **Dispatch:** 02/15/26 12:07
Primary Incident Type: Fire: Outside Fire: Vegetation / Grass Fire

Total Incidents: 69

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

Submitted By: Brooke Smith

Meeting Date: 04/21/2026

Subject:

Second and Final Reading of Ordinance No. 564 – Voluntary Annexation (Mraz Property)

Discussion:

Ordinance No. 564 provides for the voluntary annexation of certain real property into the City of Cedar Key at the request of the property owners, Henry E. Mraz and Maureen E. Mraz. The subject property, identified as Lot 21, Block F, Cedar Key Shores, Unit No. 1, is adjacent to the City limits and meets the statutory requirements for voluntary annexation.

All required notices have been properly advertised and provided in accordance with Florida Statutes, and the City Commission has previously determined that the petition satisfies the requirements set forth in §171.044, Florida Statutes. Upon adoption, the property will be incorporated into the City and subject to applicable municipal laws, regulations, and future land use designations until otherwise amended.

The ordinance also establishes the effective date for municipal taxation and assessments, and outlines requirements for filing certified copies with the appropriate state and county agencies.

Fiscal Impact:

Positive long-term fiscal impact through the addition of property to the City's tax base, including valorem taxes and potential assessments. Minimal immediate cost associated with administrative processing.

Possible Commission Action:

The Commission may consider adoption of Ordinance No. 564 on second and final reading. Alternatively, the Commission may provide direction to staff for revisions or take other action as deemed appropriate.

Attachments:

- Ordinance No. 564 – Voluntary Annexation (Mraz Property)

ORDINANCE NO. 564

AN ORDINANCE TO PROVIDE FOR THE ANNEXING OF CERTAIN PROPERTY INTO THE CITY OF CEDAR KEY; PROVIDING THE DESCRIPTION OF THE ANNEXED PROPERTY; PROVIDING THAT THE ANNEXED AREA BE SUBJECT TO ALL LAWS AND REGULATIONS AND ENTITLED TO ALL BENEFITS AND PRIVILEGES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Cedar Key, Florida, (the “City”), has received a Petition for Voluntary Annexation from **HENRY E. MRAZ** and **MAUREEN E. MRAZ**, (the “Owner”), in which the Owner has requested and agreed to the voluntary annexation of certain real property which is situated adjacent to the city limits of The City of Cedar Key; and

WHEREAS, a notice of annexation has been published for two consecutive weeks in a local newspaper and has been delivered by certified mail to the Levy County Board of Commissioners at least 10 days prior to the first publication of the notice of annexation; and

WHEREAS, the City Commission finds that all requirements as set forth in §171.044 relating to Voluntary Annexation have been met;

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

1. The following described real property, which is depicted on a map as Exhibit "A", attached, is hereby annexed to and made a part of the City of Cedar Key, Florida:

**LOT 21, BLOCK F, CEDAR KEY SHORES, UNIT NO. 1,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 3 PAGE 19, OF THE PUBLIC RECORDS OF
LEVY COUNTY, FLORIDA.**

2. Upon this ordinance becoming effective, the area annexed shall be subject to all laws, ordinances and regulations in force in the City. The real property, described in Section 1 above, shall continue to be classified under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified under the zoning districts as designated in the Official Zoning Map of the Levy County Land Development Code until otherwise changed or amended by appropriate ordinance of the City.

3. Effective January 1, 2026, all real property lying within the boundaries of the City, as

hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and effective October 1, 2026, shall be subject to all general and special assessments.

4. Except as required by law, no City services shall be provided to the annexed land until such time as determined appropriate by the City Commission. City services may be funded from taxes and assessments as allowed by law.

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

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

PASSED UPON FIRST READING on the 17th day of March 2026.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting by the City Commission this ___ day of _____ 2026.

ATTEST:



Brooke Smith, City Clerk

CITY OF CEDAR KEY, FLORIDA

Jeffrey G. Webb, Mayor

APPROVED AS TO FORM AND LEGALITY:



Norm D. Fugate, City Attorney

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

Submitted By: Joseph Vastola

Meeting Date: April 21, 2026

**Subject: Petition for Release of Restrictive
Covenant applied to Parcel ID 08710-000-00**

**Discussion: Review of request for City Commission approval to release
restrictive covenants on the above property**

**Attachments: Request Letter
Petition for release of restrictive covenant
Exhibits A through G containing supporting information**

**Possible Commission Action: Vote to approve removal of covenants and Levy
County filing of release**

MAR 11 2026 PM 12:45

CITY COMMISSION AGENDA REQUEST AND PETITION

REQUEST FOR APPROVAL OF RELEASE OF RESTRICTIVE COVENANT

Date: March 11, 2026

To: Brooke Beck-Smith
City Clerk, City of Cedar Key
490 2nd Street
Cedar Key, Florida 32625

CC: Mayor Jeff Webb, Cedar Key Commission
Commissioner Jolie Davis
Commissioner Jim Wortham
Commissioner Nancy Scra
Commissioner Mel Beckham

Re: Request for Placement on City Commission Agenda
Petition for Release of Restrictive Covenant (Parcel ID 08710-000-00)

Dear Ms. Beck-Smith,

Please place the attached **Petition for Approval of Release of Restrictive Covenant affecting Parcel ID 08710-000-00** on the agenda for consideration at the **March 2026 regular meeting of the Cedar Key City Commission**.

The petition and supporting exhibits are provided on the following pages for review by the Commission. An electronic copy of this request was provided to you and the members of the Commission.

Respectfully submitted,

Joseph J. Vastola
Caroline Kueper-Vastola

CITY COMMISSION AGENDA REQUEST AND PETITION

PETITION FOR APPROVAL OF RELEASE OF RESTRICTIVE COVENANT

1. Petitioners

Joseph J. Vastola
Caroline Kueper-Vastola

882 8th Street
Cedar Key, Florida 32625

850-491-4005
jvastola882@gmail.com

2. Property Subject to Petition

Parcel ID: 08710-000-00

Legal Description

The South ½ of Lots 11 through 20, inclusive, Block 39, MAP OF THE SOUTHERN PART OF THE CITY OF CEDAR KEY, FLORIDA, according to the plat thereof recorded in Plat Book 1, Page 3, Public Records of Levy County, Florida.

3. Background

While Petitioners were under contract to purchase the above-described property, **the City of Cedar Key filed a Notice of Lis Pendens in Levy County Circuit Court Case No. 38-CA-2021-000167**, affecting the property as shown in Exhibit A.

The filing of the Lis Pendens delayed closing on the property. The matter was subsequently resolved between the City and the prior owner through an agreement that resulted in the recording of the restrictive covenant referenced above.

CITY COMMISSION AGENDA REQUEST AND PETITION

Following that agreement, the City recorded a Release of Lis Pendens dated January 27, 2023, as shown in Exhibit B. As a result of the settlement, the property became subject to the restrictive covenant requiring that the parcel remain a single contiguous lot.

4. Restrictive Covenant

This petition concerns the Restrictive Covenants recorded in Official Records Book 1673, Page 815, Instrument No. 713477, Public Records of Levy County, Florida, as shown in Exhibit C, which require that the parcel remain and be developed as one contiguous parcel of record and provide that the covenant may not be released or amended without approval of the City Commission of the City of Cedar Key.

5. Platted Lot Configuration

The property consists of portions of multiple platted lots within Block 39 of the Southern Part of Cedar Key, as shown in Exhibit D.

The restrictive covenant effectively requires these platted lots to remain merged as a single parcel and prevents normal conveyance, adjustment, or reconfiguration of individual lots within the original recorded plat.

As a result, the covenant restricts the ability to convey or adjust portions of the platted lots in a manner that would otherwise be typical for properties within the historic plat of Cedar Key.

6. Changed Conditions

On March 10, 2026, during a public meeting of the Cedar Key City Commission, the City presented its Urban Design and Housing Study, as shown in Exhibit E, which included conceptual redevelopment plans for housing within the immediate vicinity of Petitioners' property.

The conceptual design presentation and discussion reflected a planning direction toward increased residential density within the surrounding neighborhood, as depicted in Exhibit F.

CITY COMMISSION AGENDA REQUEST AND PETITION

The presentation included the following redevelopment concepts:

G Street Housing Site Development

- Approximately **0.34 acres**
- Conceptual plan for **six public housing units**
- Located **directly across the street from Petitioners' property**

D Street Housing Site

- Approximately **1.03 acres**
- Conceptual plan for **twelve public and market-oriented housing units**

7. Density Comparison

The City's conceptual redevelopment plan reflects residential densities significantly greater than those permitted by the restrictive covenant affecting Petitioners' parcel.

Location	Acres	Units	Density
Petitioners' Property	0.29 acres	Restricted	Constrained by covenant
G Street Housing Site	0.34 acres	6 units	Approximately 17.6 units per acre
D Street Housing Site	1.03 acres	12 units	Approximately 11.6 units per acre

8. Basis for Petition

The restrictive covenant served its purpose in resolving the prior litigation and permitting the purchase of the property to proceed.

However, the City's recently presented redevelopment concepts reflect planning conditions that differ substantially from those existing at the time the covenant was imposed.

Petitioners respectfully submit that maintaining the restriction under these changed circumstances no longer advances a planning purpose and that release of the covenant would allow the property to be governed by the City's normal zoning and land development regulations, consistent with surrounding redevelopment concepts.

CITY COMMISSION AGENDA REQUEST AND PETITION

Release of the restrictive covenant would **not alter or diminish the City's authority to regulate the property through its zoning, land development regulations, permitting requirements, or other applicable municipal regulations.**

Petitioners further submit that release of the covenant under these circumstances would align the property with current planning conditions in the surrounding area and ensure that the parcel is regulated in a manner consistent with similarly situated properties within the Cedar Key plat and applicable zoning regulations.

9. Request

Pursuant to the language of the **Restrictive Covenants recorded in Official Records Book 1673, Page 815, Instrument No. 713477**, Petitioners respectfully request that the **City Commission of the City of Cedar Key approve the release of the restrictive covenant affecting Parcel ID 08710-000-00.**

Petitioners have included a **draft Release of Restrictive Covenant instrument**, contained in Exhibit G, for the City's consideration, review, and approval should the Commission determine that release of the covenant is appropriate.

10. Requested Commission Action

Approve release of the restrictive covenant recorded in **Official Records Book 1673, Page 815, Instrument No. 713477** affecting Parcel ID 08710-000-00 and authorize the Mayor to execute a **Release of Restrictive Covenant** for recording in the Public Records of Levy County, Florida.

11. Closing Statement

The restrictive covenant was created as part of resolving the prior litigation and allowed the purchase of the property to proceed. Petitioners respectfully submit that releasing the covenant at this time would simply return the property to the same regulatory framework that existed prior to the litigation settlement and allow the parcel to be governed by the City's normal zoning and land development regulations, consistent with other properties within the Cedar Key plat.

CITY COMMISSION AGENDA REQUEST AND PETITION

Petitioners recognize that this request arises from specific circumstances related to the prior litigation and subsequent changes in planning conditions within the surrounding neighborhood, and also recognize the City's efforts to plan strategically for future housing and community development.

Releasing the covenant would not grant any special development rights, but would allow the property to be regulated under the same zoning and land development regulations that apply to other parcels within the City. This would allow Petitioners to evaluate future use of the property under the same regulatory framework available to other property owners, including those parcels currently being considered within the City's planning initiatives.

EXHIBITS

- Exhibit A — Notice of Lis Pendens (Case No. 38-CA-2021-000167: November 17, 2022)
- Exhibit B — Release of Lis Pendens (January 27, 2023)
- Exhibit C — Restrictive Covenant (OR Book 1673 Page 815: January 27, 2023)
- Exhibit D — Boundary Survey Illustrating Platted Lot Configuration
- Exhibit E — City Urban Design & Housing Study Excerpts (March 10, 2026)
- Exhibit F — Density Comparison Graphic
- Exhibit G — Draft Release of Restrictive Covenant

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CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit A — Notice of Lis Pendens (Case No. 38-CA-2021-000167: November 17, 2022)

INSTR # 710418, OR BK: 1665 PG: 253, Recorded 11/17/2022 4:35 PM
Rec: \$10.00 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk Katie

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT, IN AND FOR LEVY COUNTY, FLORIDA

JOHN L. DOZIER, TRUSTEE,
Petitioner,

CASE NO.: 38-CA-2021-000167

vs.

CITY OF CEDAR KEY, FLORIDA, a
Florida municipal corporation,
Respondent.

NOTICE OF LIS PENDENS

TO JOHN L. DOZIER, TRUSTEE, AND TO ALL OTHERS WHOM IT MAY CONCERN,
(INCLUDING PROSPECTIVE PURCHASERS):

YOU ARE NOTIFIED OF THE FOLLOWING:

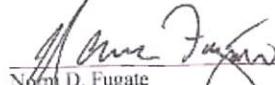
- (a) The above captioned action is pending in the Circuit Court of Levy County, Florida;
- (b) The parties to the action have mediated a tentative settlement agreement which affects the following described real property:

PARCEL #08710-000-00

The South 1/2 of Lots 11 through 20, Block 39, all lying and being in CEDAR KEY,
as per plat thereof recorded in Plat Book 1, Page 3, Public Records of Levy County,
Florida.

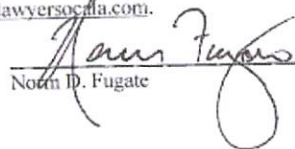
- (c) If the settlement agreement is implemented by the Court, restrictive covenants regarding future development will be imposed upon the above described parcel.

DATED on November 17, 2022.


Norm D. Fugate
Attorney for Respondent
Florida Bar Number: 044458

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the Notice of Lis Pendens have been furnished by filing with Florida Courts E-Filing Portal this 17th day of November, 2022, which will provide notice to Robert W. Batsel, Jr., Gooding & Batsel, PLLC, Attorney for Petitioner, rbatsel@lawyersocfla.com and hearlman@lawyersocfla.com.


Norm D. Fugate

See
NORM D FUGATE
PO BOX 98
WILLISTON, FL 32898

CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit B — Release of Lis Pendens (January 27, 2023)

INSTR # 713523, OR BK: 1673 PG: 909, Recorded 1/30/2023 1:07 PM
Rec: \$10.00 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk UWILLIAMS

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT, IN AND FOR LEVY COUNTY, FLORIDA

JOHN L. DOZIER, TRUSTEE,
Petitioner,
vs.

CASE NO.: 38-CA-2021-000167

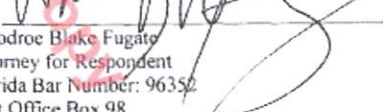
CITY OF CEDAR KEY, FLORIDA, a
Florida municipal corporation,
Respondent.

RELEASE OF LIS PENDENS

YOU ARE HEREBY NOTIFIED that Respondent, City of Cedar Key Florida, releases the Lis Pendens recorded in O.R. Book 1665, Page 253 of the Public Records of Levy County, Florida.

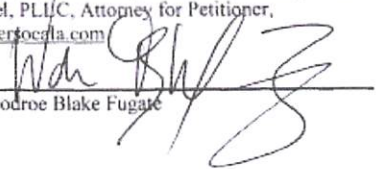
DATED on January 27, 2023.

Norm D. Fugate, P.A. by:

By: 
Woodroe Blake Fugate
Attorney for Respondent
Florida Bar Number: 96352
Post Office Box 98
Williston, FL 32696
Phone: 352 528-0019
E-Mail: blake@normdfugatepa.com
Secondary E-Mail: leeanne@normdfugatepa.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the Release of Lis Pendens have been furnished by filing with Florida Courts E-Filing Portal this 27th day of January, 2023, which will provide notice to Robert W. Batsel, Jr., Gooding & Batsel, PLLC, Attorney for Petitioner, rbatsel@lawyersocala.com and hearlman@lawyertocala.com


Woodroe Blake Fugate

RETURN TO: LEVY ABSTRACT
P.O. BOX 148
BRONSON, FL 32621
352-486-2116
T-29161

CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit C — Restrictive Covenant (OR Book 1673 Page 815: January 27, 2023)

INSTR # 713477, OR BK: 1673 PG: 815, Recorded 1/27/2023 3:10 PM
Rec: \$10.00 Danny J. Shipp, Clerk of the Circuit Court Levy FL Deputy Clerk MBASSI

Prepared by:
Norm D. Fugate, P.A.
P. O. Box 98
Williston, Florida 32696

RESTRICTIVE COVENANTS

John L. Dozier, Trustee, hereby imposes the below listed restrictive covenants upon the following described property, (the "Subject Parcel"):

The South 1/2 of Lots 11 through 20, Block 39, all lying and being in CEDAR KEY, as per plat thereof recorded in Plat Book 1, Page 3, Public Records of Levy County, Florida. PIN 08710-000-00

1. The Subject Parcel shall not be further divided and shall perpetually remain and be developed as one contiguous parcel of record.
2. This restrictive covenant shall run with the land and bind all successors in interest.
3. This restrictive covenant shall not be released nor amended without approval of the City Commission of the City of Cedar Key, Florida.

P.O. BOX 148
BRONSON, FL 32221
904-238-3116
PL

Kathy R. Dyals
Witness Signature
Kathy R. Dyals
Witness Printed Name
[Signature]
Witness Signature
Skipp Henderson
Witness Printed Name

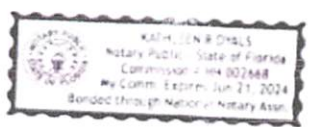
[Signature]
John L. Dozier, Trustee
Date: 1/27/23

STATE OF FLORIDA
COUNTY OF Levy

The foregoing instrument was acknowledged in person before me this this January 27th 2022, by John L. Dozier, as Trustee

[Signature]
Notary Public, State of Florida
Name: Kathleen R Dyals

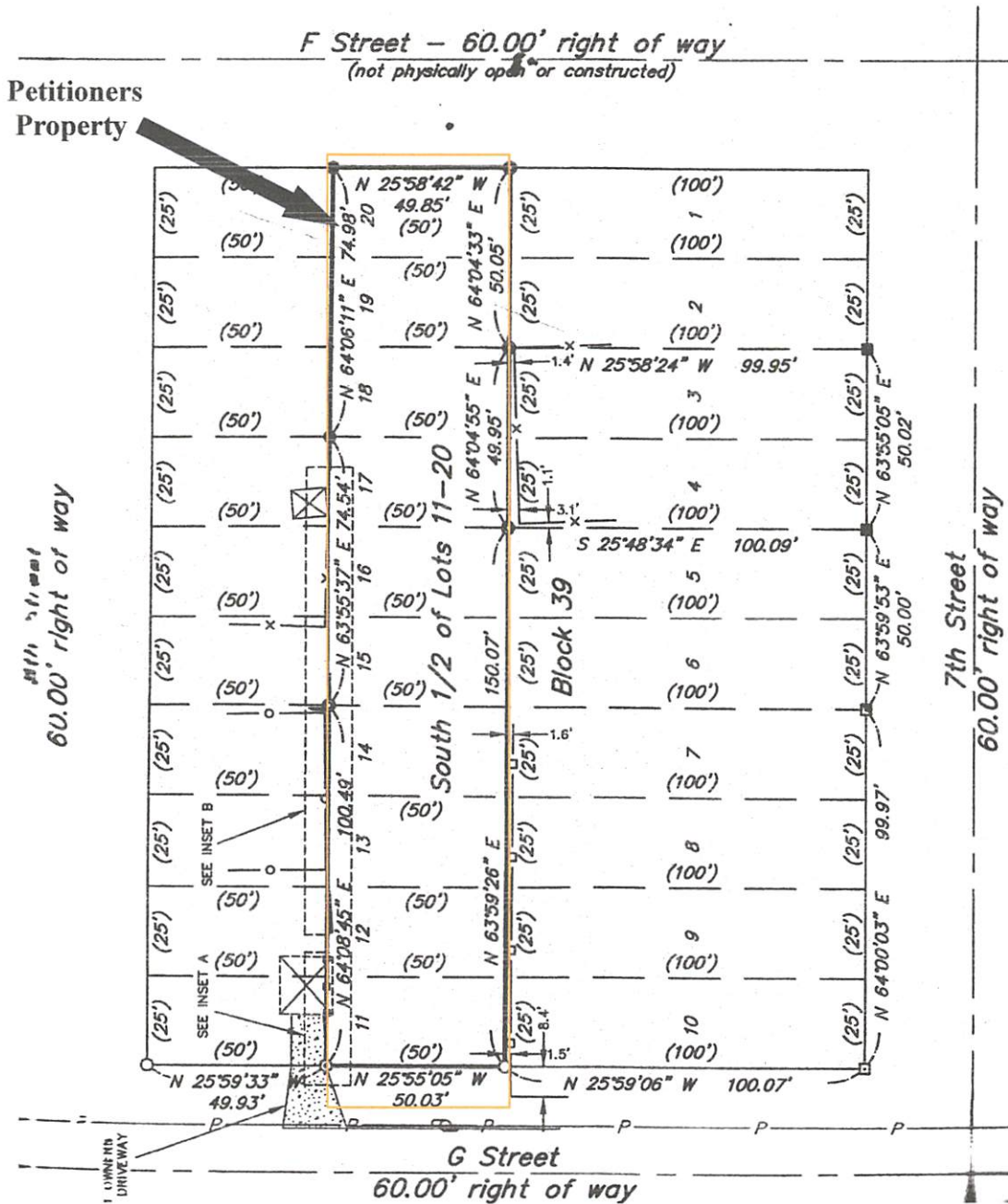
Notary: Check one of the following
Personally known OR Produced FLD as Identification



CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit D — Boundary Survey Illustrating Platted Lot Configuration

Survey of Parcel ID 08710-000-00
 South 1/2 of Lots 11-20, Block 39
 Southern Part of the City of Cedar Key



CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit E — City Urban Design & Housing Study Excerpts (March 10, 2026)

Water Tower Site

- Family-friendly row houses benefit from direct proximity to Cedar Key School.
- Six two-story, ground-level homes arranged in two triplexes.
- G Street front porches blend with the neighborhood architecture.
- Private backyards and a shared green space provide a safe central playground for residents' kids.



Site name	Building Number	Use	Building Area	Housing Units	Parking Places
Water Tower	01	residential	5671	public housing	3
	02	residential	6481	public housing	3
	Subtotal area residential		12151	Total public housing units	6
Total area 8th St. site			12151	Total parking places	19

CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit E — (Continued)

D Street Site

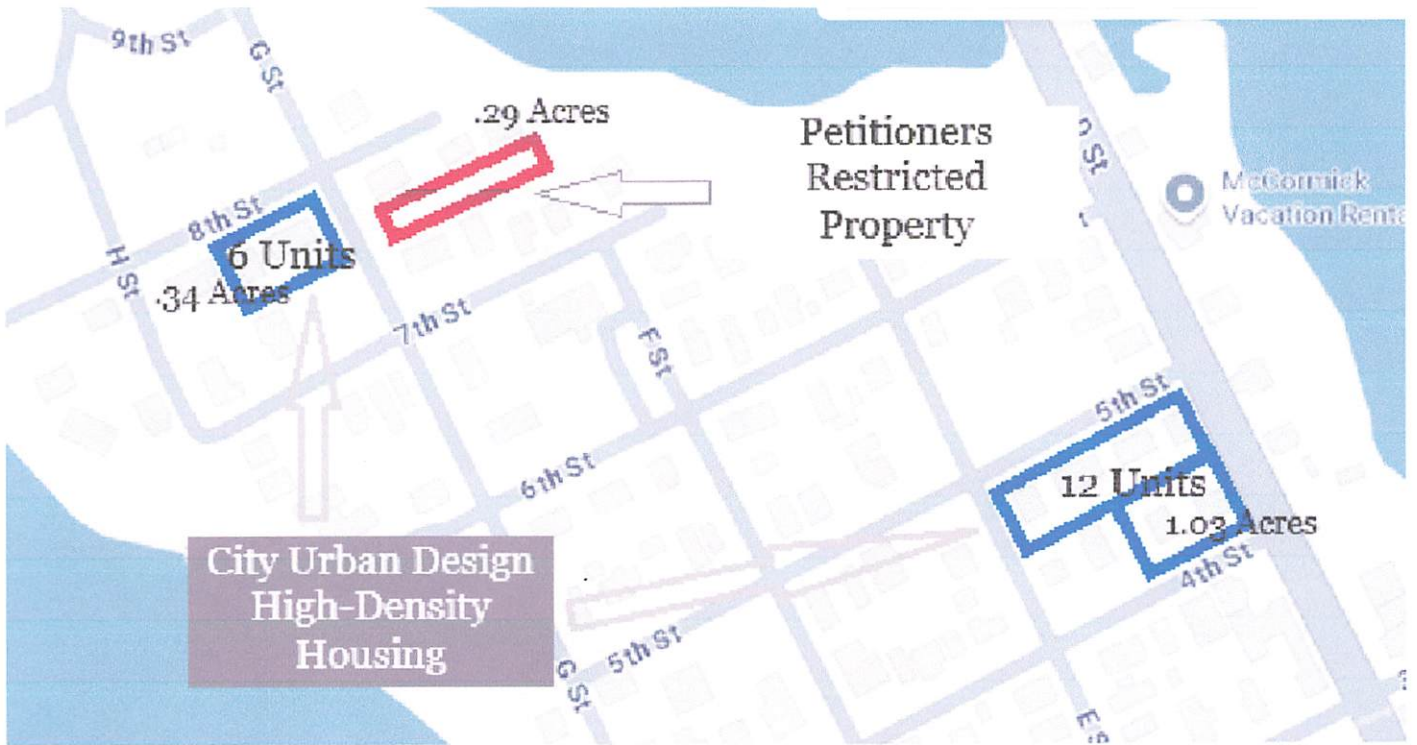
- A diverse development blending market-oriented and modern workforce public housing.
- An active D Street pocket plaza with ground-level shops. Raised workforce row houses on 5th Street with ground-floor workspaces.
- Public plaza apartments elevated above D Street's retail spaces.
- Market-oriented shoreline facing townhomes with coastal views, built over commercial zones.



Site name	Building Number	Use	Building Area sqf.	Housing Units	Parking Places
D St.	01	residential	6481	public housing	3
	02	residential	6481	public housing	3
		non-residential	4099		4
	03	residential market-oriented	8001	market-oriented housing	4
		non-residential	2800		4
	04	residential	7291	public housing	6
		Total area residential	28163	Total public housing units	12
		Total area non-residential	6899	Total market-oriented housing units	4
		Total area D St. Site	35062	Total parking places	34

CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit F – Density Comparison Graphic



CITY COMMISSION AGENDA REQUEST AND PETITION

Exhibit G — Draft Release of Restrictive Covenant – On following page

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RELEASE OF RESTRICTIVE COVENANT

THIS RELEASE OF RESTRICTIVE COVENANT is made this ____ day of _____, 2026, by the **CITY OF CEDAR KEY, FLORIDA**, a Florida municipal corporation (“City”).

RECITALS

WHEREAS, certain **Restrictive Covenants** affecting real property located in the City of Cedar Key, Levy County, Florida, were recorded in **Official Records Book 1673, Page 815, Instrument No. 713477**, Public Records of Levy County, Florida (the “Restrictive Covenant”); and

WHEREAS, the Restrictive Covenant provides that the subject property shall remain and be developed as **one contiguous parcel of record**, and further provides that the covenant **may not be released or amended without approval of the City Commission of the City of Cedar Key**;

WHEREAS, the City Commission of the City of Cedar Key has considered a petition requesting release of the Restrictive Covenant affecting the property described below; and

WHEREAS, on the ____ day of _____, 2026, the **City Commission approved the release of the Restrictive Covenant** affecting the property.

PROPERTY SUBJECT TO RELEASE

Parcel ID: **08710-000-00**

Legal Description:

The South 1/2 of Lots 11 thru 20, inclusive, Block 39, MAP OF THE SOUTHERN PART OF THE CITY OF CEDAR KEY, FLORIDA, according to the plat thereof recorded in Plat Book 1, Page 3, Public Records of Levy County, Florida.

RELEASE

NOW, THEREFORE, the **City of Cedar Key, Florida**, pursuant to approval of the **City Commission**, hereby **releases, terminates, and discharges** the Restrictive Covenants

recorded in **Official Records Book 1673, Page 815, Instrument No. 713477**, Public Records of Levy County, Florida, as they apply to the property described above.

Upon recording of this instrument in the Public Records of Levy County, Florida, the Restrictive Covenant shall **no longer encumber or restrict the above-described property.**

AUTHORIZATION

This Release of Restrictive Covenant is executed pursuant to approval of the **City Commission of the City of Cedar Key** at a duly noticed public meeting held on _____, 2026.

CITY OF CEDAR KEY, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

NOTARY

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, Mayor of the City of Cedar Key, Florida, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

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

Submitted By: Brooke Smith

Meeting Date: 04/21/2026

Subject:

Approval of CivicsPlus Online Building Department Documents

Discussion:

The City has developed a comprehensive set of standardized digital documents for implementation within the CivicsPlus platform to improve efficiency, transparency, and consistency in Building Department operations and public interaction.

These documents establish clear procedures for post-storm permitting, temporary housing during recovery, event permitting, and internal permit processing workflows. They also provide standardized communication tools, including inquiry forms, disclaimers, consultation summaries, and tracking logs to ensure accurate documentation and timely responses to the public.

Additionally, training and certification materials, along with testing guides for code enforcement processes, are included to support staff readiness and ensure consistent application of policies.

The approval of these documents will formalize operational procedures, enhance public service delivery, improve compliance and recordkeeping, and support transparency in Building Department functions.

Documents included for approval:

- **Post-Storm Permit Process**
- **Temporary Housing Units – Post Storm Recovery**
- **Event Permit Fee Schedule**
- **Policy for Responding to Permit Inquiries**

- **Building Inquiry Request Form**
- **Standard Written Disclaimers**
- **Technical Inquiry Disclaimer and Acknowledgement**
- **Technical Consultation Summary**
- **Tier 1 Inquiry Log**
- **Training Certification**

Fiscal Impact:

Minimal direct fiscal impact. Implementation will utilize existing staff and CivicsPlus platform resources. Long-term efficiencies may reduce administrative burden and improve service delivery.

Possible Commission Action:

The Commission may consider approval of the CivicsPlus online Building Department documents as presented. Alternatively, the Commission may provide direction to staff for revisions, modifications, or additional information prior to adoption, or take other action as deemed appropriate.

Attachments:

- **CivicsPlus Online Building Department Documents (listed above)**

CITY OF CEDAR KEY BUILDING DEPARTMENT ADMINISTRATIVE POLICY POST-STORM PERMIT PROCESS

Policy Number: BD-POL-002	Adopted: _____
Department: Building Department	Effective Date: _____
Supersedes: N/A	Reviewed By: City Commission

SECTION 1. PURPOSE

This Policy establishes the procedures and standards governing the City of Cedar Key Building Department's post-storm permitting operations following a hurricane, tropical storm, or other natural emergency event. Its objectives are to:

- Facilitate rapid, safe, and code-compliant recovery and rebuilding by providing residents and contractors with a clear and predictable permitting framework;
- Ensure the integrity of the built environment by identifying which storm-related repairs require a building permit and which minor repairs may be performed without one;
- Protect property owners from unscrupulous or unlicensed storm-chasing contractors;
- Provide expedited permit review services for critical repairs during the declared recovery period; and
- Maintain a complete and accurate record of all post-storm permitting activity in compliance with applicable state and local law.

SECTION 2. AUTHORITY AND SCOPE

This Policy is adopted pursuant to the general administrative and police powers of the City of Cedar Key, the Florida Building Code (current edition), Chapter 553, Florida Statutes, Florida Statute § 125.023, Florida Statute § 553.7922 (Post-Storm Recovery; Permits), and the City's Emergency Management Plan. This Policy applies to all Building Department personnel and to all contractors, property owners, and design professionals performing storm-related repair or reconstruction work within the corporate limits of the City of Cedar Key following a declared state of emergency.

SECTION 3. DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

Term	Definition
Building Official	The individual designated by the City of Cedar Key with authority over enforcement and administration of the Florida Building Code within the City's jurisdiction.
Citizen Portal	The City's CivicPlus online permitting platform, accessible at cedarkey.civicplus.com, through which permit applications, documents, and inspection requests may be submitted.
Declared Emergency	A state of emergency declared by the Governor of Florida for a natural emergency as defined in § 252.34(8), Florida Statutes, that affects the City of Cedar Key.

Disaster Recovery Center (DRC)	A temporary field office activated by the City following a storm event to provide permitting services when City Hall is not fully operational.
Fast-Track Review	An expedited permit review process available for certain categories of storm-related repairs during a declared emergency recovery period.
FEMA Substantial Damage	A determination that a structure's storm damage equals or exceeds fifty percent (50%) of the structure's pre-storm market value, triggering elevated rebuilding requirements under FEMA regulations and the Florida Building Code.
Owner/Builder	A property owner who elects to serve as his or her own general contractor for repairs to an owner-occupied primary residence, subject to the conditions of Florida Statute § 489.103.
Post-Storm Permit	A building permit issued for storm-related repair, rehabilitation, or reconstruction work following a Declared Emergency.
Reconstruction/Improvement Cost Affidavit	A sworn affidavit submitted by the property owner or applicant documenting the total cost of repairs for purposes of FEMA Substantial Damage determination.

SECTION 4. GENERAL PROVISIONS

4.1 All storm-related repair, rehabilitation, demolition, and reconstruction work performed within the City of Cedar Key following a Declared Emergency is subject to the requirements of this Policy, the Florida Building Code, and all applicable local ordinances, unless expressly exempted in Section 6 of this Policy.

4.2 No storm-related work shall commence without first obtaining all required permits, except for emergency protective measures expressly identified as exempt in Section 6.2. Emergency protective measures are authorized solely to prevent further damage and do not authorize the commencement of permanent repair work.

4.3 All work performed under this Policy, whether or not a permit is required, must comply with the Florida Building Code and all applicable safety standards. Exemption from the permit requirement does not authorize substandard workmanship or non-compliant materials.

4.4 If you are uncertain whether your repair requires a permit, you must contact the Building Department before beginning work. Unpermitted work may be required to be removed or corrected at the owner's expense, and civil penalties may apply.

SECTION 5. STORM-RELATED WORK REQUIRING A BUILDING PERMIT

5.1 The following categories of storm-related repair, replacement, or new work require a building permit. This list is illustrative and not exhaustive. Any work not specifically identified as exempt in Section 6.2 requires a permit.

5.2 Structural and Exterior Envelope:

- Repair or replacement of interior or exterior walls, whether structural or non-structural and whether load-bearing or non-load-bearing
- Repair or replacement of roofing systems (including decking, sheathing, underlayment, and finish roofing)
- Replacement of windows and doors
- Repair or replacement of stucco
- Replacement of siding
- Repair or replacement of floor joists, sub-floor decking, roof framing, rafters, and trusses

5.3 Mechanical, Electrical, and Plumbing Systems:

- Repair or replacement of electrical services, wiring, panels, and systems
- Repair or replacement of plumbing services, piping, and systems
- Repair or replacement of mechanical systems and equipment
- Replacement of air conditioning systems
- Replacement of water heaters

5.4 Interior Work:

- Repair or replacement of drywall

5.5 Accessory Structures and Site Improvements:

- Replacement of wood decks or docks
- Replacement of sheds
- Replacement of screen rooms and patios
- Fence replacement (as distinguished from panel reattachment — see Section 6.2)
- Replacement of gutters on commercial buildings where gutters are integral to the roof drainage system

5.6 Demolition:

- Full or partial demolition of any structure or portion thereof. Interior demolition requires a separate permit from restoration work.

5.7 General Rule: Any and all new construction, and any work not specifically listed as exempt in Section 6.2, requires a building permit.

SECTION 6. STORM-RELATED WORK NOT REQUIRING A BUILDING PERMIT

6.1 The following minor repairs may be performed without obtaining a building permit. All work must nonetheless comply with the Florida Building Code and applicable safety standards.

6.2 Exempt Work:

- **Temporary tarping** of roofs or walls to prevent further water intrusion
- **Roof shingle replacement** of one hundred (100) square feet or less; this exemption does not include repair or replacement of underlayment or roof sheathing
- **Temporary securing, shoring, and bracing** to prevent further structural damage pending permanent repair
- **Debris removal**
- **Removal and replacement of flooring material**, not including wood sub-flooring or structural components
- **Pressure washing and painting**
- **Fence repair and panel reattachment** (as distinguished from full fence replacement, which requires a permit)
- **Replacing glass** in existing windows or doors without altering the frame or opening
- **Air conditioning repair** (not replacement of the system)
- **Plumbing fixture replacement**
- **Appliance replacement**
- **Like-for-like outlet and switch replacement**
- **Removal, repair, and replacement of residential gutters**

IMPORTANT: Exemption from the permit requirement does not authorize substandard workmanship or non-compliant materials. All work must comply with the Florida Building Code regardless of permit status. If uncertain whether a specific repair is exempt, contact the Building Department before beginning work.

SECTION 7. POST-STORM PERMIT APPLICATION PROCEDURE

7.1 Application Methods

Post-storm permit applications may be submitted by any of the following methods, in order of preference:

1. **Online via the Citizen Portal (preferred and most expedient):** Applications are submitted at cedarkey.civicplus.com. Online submission is the preferred method, particularly in the immediate post-storm period when City Hall may be operating at limited capacity.
2. **In Person at City Hall:** 809 6th Street, Cedar Key, FL 32625. Business hours: Monday–Friday, 9:00 AM–4:00 PM. Extended hours may be in effect during peak recovery periods.
3. **Disaster Recovery Centers:** Temporary field offices may be activated following storm events to provide permitting services at accessible locations when City Hall is not fully operational. Locations will be announced on the City’s website and social media channels following the storm event.

7.2 Required Application Documents

All post-storm permit applications must include the following:

- **Completed Permit Application via the Citizen Portal.** To trigger the post-storm expedited process, applicants must: (a) select the “FAST TRACK” option at the top of the applicable permit application, where that option appears; and (b) include the notation “POST STORM REPAIR” in the Description of Scope of Work field.
- **Standard Building Permit Required Documents.** See the Building Permit Checklist (Long Form), Building Permit Checklist, or the Building Permit and Plan Review Required Documents webpage on the City’s website. Additional forms are available on the Building Department Forms page.
- **Reconstruction/Improvement Cost Affidavit (if applicable).** If the property is located in a FEMA flood zone and the estimated project cost equals or exceeds twenty-five percent (25%) of the pre-storm building value (including the cost of any other permits obtained for the property within the preceding twelve (12) months), the applicant should proactively complete and upload the Reconstruction/Improvement Cost Affidavit with supporting documentation into the permit record on the Citizen Portal to facilitate expedited review.
- **Photographs of storm damage.** Photographs are strongly recommended for insurance documentation and permit record purposes.

How to Upload Documents to Your Permit Record on the Citizen Portal: Log into the Citizen Portal and navigate to your permit record. Click “Update.” Scroll to Step 5 to upload documents. Scroll to Step 7 (“Communicate With the Agency”) to send a message to the Department.

SECTION 8. EXPEDITED FAST-TRACK PERMIT REVIEW

8.1 Fast-Track Permit Categories

During a declared emergency recovery period, the following categories of permits are eligible for expedited Fast-Track review:

Work Category	Target Review Timeframe
Emergency roof repairs and replacements	Same-day or next-business-day review
Window and door replacements	Expedited plan review
Electrical service restoration	Priority processing
HVAC system replacements	Fast-track review
Water heater replacements	Same-day approval when meeting code
Temporary power poles	Emergency authorization
Full structural demolition	Fast-track review
Interior demolition	Fast-track review (separate permit required for restoration)

8.2 Emergency Recovery Support Services

The following support services shall be made available during the declared emergency recovery period, subject to staff availability and Commission authorization:

- Extended office hours during peak recovery periods
- Extended inspection hours, including evenings and weekends as needed, subject to coordination with and direction of the Building Official
- Remote and virtual inspections for qualifying repair categories
- Temporary field offices (Disaster Recovery Centers) at accessible locations if City Hall is not fully operational
- Waived or reduced permit fees, as authorized by City Commission resolution
- Pre-application consultations for complex projects requiring professional engineering or architectural services

SECTION 9. PERMIT FEES

9.1 Post-Storm Fee Waivers: Following a Declared Emergency, the City Commission may, in its sole discretion, authorize temporary waivers or reductions of permit fees for storm-related repairs. If fee waivers or reductions are authorized, official notice will be posted on the City’s website at cityofcedarkey.org and at City Hall. No fee waiver shall be presumed to be in effect absent a specific Commission resolution to that effect.

9.2 Standard Permit Fees: When no emergency fee waiver is in effect, standard permit fees apply based on the scope and estimated construction value of the permitted work. Current fee schedules are available on the City’s website and at City Hall.

SECTION 10. SUBSTANTIALLY DAMAGED STRUCTURES — FEMA REQUIREMENTS

10.1 Substantial Damage Determination

If a structure is determined to be “substantially damaged” — meaning that the cost of restoring the structure to its pre-storm condition equals or exceeds fifty percent (50%) of the structure’s pre-storm market value — special rebuilding requirements apply under FEMA regulations and the Florida Building Code. The Building Official shall conduct substantial damage assessments following major storm events and shall notify affected property owners in writing of any substantial damage determination.

Property owners who dispute a substantial damage determination have the right to appeal that determination to the Building Official and, thereafter, through the applicable appeals process.

10.2 Elevation Requirements for Substantially Damaged Structures

Any structure determined to be substantially damaged must be elevated in compliance with all of the following requirements:

- The structure must be elevated to Base Flood Elevation (BFE) plus one (1) foot of freeboard, as required by the Florida Building Code;
- The lowest floor, including any basement, must meet or exceed this minimum elevation; and
- All mechanical and electrical systems must be elevated above the Base Flood Elevation.

10.3 Code Compliance for Substantially Damaged Structures

Substantially damaged structures must be rebuilt in full compliance with:

- The current edition of the Florida Building Code;
- All applicable local amendments to the Florida Building Code; and
- All current wind resistance, flood protection, and structural reinforcement requirements applicable to the structure's location and occupancy classification.

SECTION 11. TEMPORARY HOUSING UNITS

11.1 Following a Declared Emergency, property owners whose permanent residences have been damaged and rendered uninhabitable may place a private Temporary Housing Unit (THU) on their residential property during the recovery period, subject to the requirements of Florida Statute § 125.023 and the City's Temporary Housing Unit Policy.

11.2 The following requirements apply to all THU placements:

- Duration: THU authorization shall not exceed thirty-six (36) months from the date of the Governor's emergency declaration, or until a Certificate of Occupancy is issued for the permanent structure, whichever occurs first.
- Application: Property owners must complete and submit a Temporary Housing Unit Application to the Building Department.
- Utilities: The THU must be connected to water and electric utilities and must have an approved method of sanitary waste disposal. The THU must not present a threat to health or public safety.
- Removal: The THU must be removed upon the issuance of a Certificate of Occupancy for the permanent residence.

11.3 THU applications may be submitted through the Citizen Portal. See the City's Temporary Housing page on the City website for complete requirements and instructions.

SECTION 12. CONTRACTOR REQUIREMENTS AND CONSUMER PROTECTION

12.1 Contractor Licensing and Registration Requirements

All contractors performing construction, repair, or demolition work within the City of Cedar Key must comply with the following requirements:

- Hold a valid Florida contractor's license (state-issued or local, as applicable to the scope of work);
- Maintain a current Business Tax Receipt (BTR) on file with the City of Cedar Key, supported by proof of state licensure, workers' compensation insurance, and general liability insurance;

- Obtain all required building permits before commencing work; and
- Schedule and pass all required inspections at each required stage of work.

12.2 Owner/Builder Authorization

Florida law permits property owners to act as their own general contractor for repairs to an owner-occupied primary residence under Florida Statute § 489.103, subject to all of the following conditions:

- The property must be owner-occupied and constitute the owner's primary residence;
- The owner may not sell or lease the property within one (1) year of completion of the work;
- The owner must execute a completed Owner/Builder Affidavit;
- The owner is solely responsible for all code compliance, inspections, and supervision of work; and
- Licensed subcontractors must be retained for all electrical, plumbing, and HVAC work regardless of the owner/builder election.

See the Owner/Builder FAQ page on the City's website for complete information and requirements.

12.3 Consumer Protection — Storm-Chasing Contractors

Property owners are strongly cautioned to exercise due diligence before hiring any contractor following a storm event. The following protective measures are required or strongly recommended:

- Verify the contractor's license status at www.myfloridalicense.com/dbpr before executing any contract;
- Confirm that the contractor carries valid general liability insurance and workers' compensation insurance;
- Obtain written estimates and executed contracts before any work begins;
- Do not pay the full contract amount in advance of work completion;
- Confirm that the contractor obtains all required permits before work commences; and
- Report suspected unlicensed contracting activity to the Building Department at (352) 543-5132 or cityhall@cedarkeyfl.us.

SECTION 13. INSPECTION REQUIREMENTS

13.1 Required Inspections

All permitted work requires inspections at the applicable stages of construction. Required inspections include, but are not limited to:

- Foundation inspection (where applicable)
- Rough-in inspections: framing, electrical, plumbing, and mechanical
- Insulation inspection
- Final inspection (required before occupancy of any repaired or reconstructed structure)

13.2 Scheduling Inspections

Inspections must be scheduled through the Citizen Portal by selecting the "My Inspections" module and completing the inspection request form. The following requirements apply:

- A minimum of twenty-four (24) hours' notice is required; forty-eight (48) hours' advance notice is preferred under normal circumstances.
- During post-storm recovery, the Building Department will endeavor to schedule same-day inspections whenever staffing and workload permit.
- The property owner or an authorized representative must be present on-site during the inspection.

13.3 Remote and Virtual Inspections

Remote and virtual inspections may be authorized for qualifying repair categories during the post-storm recovery period in accordance with the City’s Remote Building Inspection Policy. Eligibility for remote inspection will be determined by the Building Official on a case-by-case basis.

SECTION 14. DISCLAIMER AND LIMITATION OF LIABILITY

14.1 The information and procedures set forth in this Policy are provided for administrative guidance only and do not constitute legal, engineering, or professional design advice. Building codes and emergency regulations are complex and subject to change. Emergency procedures may be modified by the Building Official or City Commission based on the severity and nature of the storm event.

14.2 Property owners and contractors are solely responsible for ensuring full compliance with all applicable codes and regulations. For official determinations regarding a specific project, contact the Building Department at (352) 543-5132 or cityhall@cedarkeyfl.us.

14.3 The City of Cedar Key, its officials, and its employees assume no liability for decisions or actions taken in reliance upon the general guidance provided in this Policy.

SECTION 15. ADOPTION AND EFFECTIVE DATE

This Policy is hereby adopted by the City Commission of the City of Cedar Key, Florida, and shall take effect upon adoption or such later date as the Commission may designate.

Mayor, City of Cedar Key
Signature / Date

City Clerk, City of Cedar Key
Signature / Date

Attest: _____ Date: _____

**CITY OF CEDAR KEY BUILDING DEPARTMENT
 ADMINISTRATIVE POLICY
 TEMPORARY HOUSING UNITS — POST-STORM RECOVERY**

Policy Number: BD-POL-003	Adopted: _____
Department: Building Department	Effective Date: _____
Supersedes: N/A	Reviewed By: City Commission

SECTION 1. PURPOSE

This Policy establishes the procedures and standards governing the placement, authorization, utility connection, siting, and removal of private Temporary Housing Units (THUs) on residential properties within the City of Cedar Key following a hurricane, tropical storm, or other declared natural emergency. Its objectives are to:

- Protect the rights of property owners whose permanent residences have been damaged and rendered uninhabitable to house themselves on their own property during the recovery period;
- Implement the requirements of Florida Statute § 125.023 and Florida Statute § 166.0335, which prohibit the City from denying qualifying THU placements following a Governor’s declaration of a state of emergency;
- Ensure that THUs are placed, connected, and maintained in a manner that protects the health, safety, and welfare of THU occupants, neighboring property owners, and the public;
- Protect Cedar Key’s fragile coastal environment, including the Cedar Keys National Wildlife Refuge and the Cedar Keys Aquatic Preserve, from wastewater discharge and other adverse impacts associated with improper THU utility connections; and
- Establish a clear and orderly process for THU application, authorization, inspection, and removal.

SECTION 2. AUTHORITY AND SCOPE

This Policy is adopted pursuant to the general administrative and police powers of the City of Cedar Key, Florida Statute § 125.023 (Temporary Shelter Prohibition — Counties), Florida Statute § 166.0335 (Temporary Shelter Prohibition — Municipalities), Florida Statute § 320.01(1)(b) (Definitions of Recreational Vehicle-Type Units), Florida Statutes §§ 381.0065 and 403.161 (Wastewater and Environmental Compliance), and the City’s Emergency Management Plan. This Policy applies to all privately placed THUs on residential properties within the corporate limits of the City of Cedar Key following a Declared Emergency.

SECTION 3. DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

Term	Definition
Base Flood Elevation (BFE)	The elevation of surface water resulting from a flood that has a one percent (1%) chance of equaling or exceeding that level in any given year, as established on the applicable FEMA Flood Insurance Rate Map.
Building Official	The individual designated by the City of Cedar Key with authority over the enforcement and administration of the Florida Building Code within the City’s jurisdiction.

Certificate of Occupancy (CO)	A document issued by the Building Department certifying that a permanent residential structure has been completed or restored in compliance with the Florida Building Code and all applicable permits and is approved for occupancy.
Citizen Portal	The City's CivicPlus online permitting platform, accessible at cedarkey.civicplus.com.
Declared Emergency	A state of emergency declared by the Governor of Florida for a natural emergency as defined in Florida Statute § 252.34(8) that affects the City of Cedar Key.
FEMA	The Federal Emergency Management Agency.
Good Faith Effort to Rebuild	Active and demonstrable steps toward rebuilding or renovating the damaged permanent residential structure, including but not limited to: submitting a permit application, providing construction plans to the City, or obtaining a construction or rehabilitation loan.
Recreational Vehicle-Type Unit	A unit primarily designed as temporary living quarters for recreational, camping, or travel use, as defined in Florida Statute § 320.01(1)(b), including the eight (8) qualifying unit types identified in Section 5 of this Policy.
Temporary Housing Unit (THU)	A privately owned Recreational Vehicle-Type Unit placed on a residential property for use as the owner's temporary residence following a Declared Emergency, pursuant to this Policy.
Uninhabitable	A condition in which a permanent residential structure is unsafe for occupancy as a result of storm damage, as determined by the Building Official or as evidenced by documentation of structural damage, loss of utility service, or an official condemnation or unsafe structure designation.

SECTION 4. GENERAL PROVISIONS

4.1 Pursuant to Florida Statute § 125.023(2) and Florida Statute § 166.0335, following a Declared Emergency, the City of Cedar Key shall not prohibit the placement of one (1) qualifying THU on a residential property, provided all conditions of this Policy are satisfied.

4.2 Only one (1) THU is permitted per residential property under this Policy.

4.3 A THU placed under this Policy may not be rented, leased, or otherwise made available to any person other than the displaced household of the property owner.

4.4 THU placement under this Policy is limited to residential properties. Placement on commercial, industrial, or undeveloped properties is not authorized under this Policy.

4.5 FEMA-provided trailer units are governed by separate FEMA regulations and do not require a City THU permit under this Policy.

SECTION 5. ELIGIBILITY REQUIREMENTS

To qualify for THU authorization under this Policy, all three (3) of the following conditions must be satisfied:

1. **Uninhabitable Permanent Residence.** The permanent residential structure on the subject property must have been damaged and rendered uninhabitable as a direct result of the declared natural emergency. The THU must be placed on the same residential property as the damaged structure.
2. **Good Faith Effort to Rebuild.** The property owner must be making a good faith effort to rebuild or renovate the damaged permanent residential structure. Acceptable evidence of good faith includes, without limitation: a submitted building permit application, construction plans submitted to the City, a signed contractor agreement, or a construction or rehabilitation loan commitment. The Building Official may request updated evidence of good faith progress at any time during the THU authorization period.
3. **Owner Occupancy.** The property owner or a member of the owner’s household must reside in the THU. A THU authorized under this Policy may not be rented or leased to a third party.

SECTION 6. QUALIFYING TEMPORARY HOUSING UNIT TYPES

6.1 A THU must qualify as a Recreational Vehicle-Type Unit as defined in Florida Statute § 320.01(1)(b). The following unit types are eligible for THU authorization under this Policy:

Unit Type	Key Dimensional / Construction Requirements
Travel Trailer	Vehicular portable unit on wheels drawn by a motorized vehicle. Maximum body width: 8½ feet; maximum overall body length: 40 feet (factory-equipped). No special highway movement permit required.
Camping Trailer	Vehicular portable unit on wheels with collapsible partial sidewalls that fold for towing and unfold at the campsite to provide living quarters.
Truck Camper	Portable unit loaded onto or affixed to the bed or chassis of a truck; constructed to provide temporary living quarters.
Motor Home	Self-propelled vehicular unit within the length, height, and width limitations of § 316.515; primarily designed as temporary living quarters.
Private Motor Coach	Self-propelled unit on a bus-type chassis with no fewer than three load-bearing axles; within limitations of § 316.515(9).
Van Conversion	Built on a self-propelled motor vehicle chassis; designed for recreation, camping, and travel use.
Park Trailer	Transportable unit on a single chassis; body width not exceeding 14 feet; total area not exceeding 400 sq. ft. (setup mode); constructed to ANSI A-119.5 standards.
Fifth-Wheel Trailer	Vehicular unit on wheels towed via a fifth-wheel hitch mounted above or forward of the tow vehicle’s rear axle; gross trailer area not to exceed 400 sq. ft. (setup mode). No special highway movement permit required.

6.2 Units That Do Not Qualify:

The following do NOT qualify as THUs under this Policy:

- Standard mobile homes as defined in § 320.01(2), Florida Statutes
- HUD-labeled manufactured homes
- Cargo or shipping containers
- Tents or temporary fabric structures
- Owner-built tiny homes on trailers that do not meet ANSI/HUD standards and are not titled as a trailer under Florida law

SECTION 7. PLACEMENT AND SITING REQUIREMENTS

7.1 Standard Setback Waiver: During a declared emergency recovery period, standard residential zoning setback requirements for THU placement on the subject property are waived by operation of Florida Statute § 125.023 and this Policy. The waiver applies only to the subject property's own setback requirements and does not authorize encroachment onto any other property or restricted area.

7.2 Absolute Placement Restrictions: Notwithstanding the setback waiver in Section 7.1, the following placement restrictions remain in full force and effect at all times:

Restriction	Details
No Public Right-of-Way	The THU may not extend into or be placed within any public right-of-way, including streets, alleys, and road shoulders.
No Sidewalk Encroachment	The THU may not overhang or obstruct any public sidewalk.
No Easement Areas	The THU may not be placed over or within any recorded conservation easement, drainage easement, utility easement, floodway, or preservation area.
No Adjacent Property	The THU must be located entirely on the applicant's own property. No encroachment onto neighboring property is permitted unless that parcel is also owned by the same household.
Environmental Compliance	Placement must not require removal of any protected tree; must not alter historic drainage patterns; must not adversely affect drainage on neighboring properties; and must not cause land erosion. All disturbed areas must be stabilized for the entire duration of the THU's presence on the property.
Health and Safety	The THU must not present a threat to the health and safety of its occupants or the public. The Building Official retains authority to inspect placement and utility connections for compliance.

7.3 Site Sketch Required: Given the small lot sizes common in Cedar Key, applicants are strongly encouraged to contact the Building Department prior to placing the THU to confirm the proposed location does not conflict with any recorded easements. A simple site sketch showing the proposed THU location relative to property lines, easements, and the damaged permanent structure is required as part of the application.

SECTION 8. ELECTRICAL CONNECTION REQUIREMENTS

8.1 Pursuant to Florida Statute § 125.023(2)(b), a THU must be connected to electric utilities as a condition of authorization. All electrical connections are subject to permit and inspection requirements. The following connection options are authorized:

8.2 Option A — Connection to Existing Structure's Electrical Service

Where the damaged structure retains an active and safe electrical service, the THU may be powered through a proper RV-grade electrical connection (30-amp or 50-amp receptacle configuration). An electrical permit and inspection are required to verify the connection is safe and compliant with the Florida Building Code, Chapter 27, and NEC Article 551.

8.3 Option B — Temporary Power Pole

A temporary power pole may be installed on the property to provide a dedicated electrical service for the THU. Installation must be performed by a licensed electrical contractor. An electrical permit is required. Service connection must be coordinated with the applicable utility provider (Duke Energy or Suwannee Valley Electric Cooperative). The pole must be positioned on the applicant's property and set back from property lines to the extent practicable. Applicable code: Florida Building Code Chapter 27; NEC Article 590.

8.4 Option C — Generator (Interim Use Only)

Generator use may be approved as a short-term interim measure while a permanent electrical connection is established. Generators must be placed on the applicant's property at a safe distance from the THU's openings and all combustible materials. Generators may not be operated inside or in direct proximity to any occupied structure. All applicable carbon monoxide safety requirements apply. Generator use is not a permanent substitute for utility connection and does not satisfy the utility connection requirement of § 125.023(2)(b) on an ongoing basis. Applicable standards: NFPA 37; NEC Article 445; Florida Fire Prevention Code.

All electrical connections must be inspected by the Building Department prior to occupancy of the THU. No new electrical connection may be energized without a permit and a passing inspection. Improper electrical connections present a serious fire and life safety risk and may result in immediate revocation of THU authorization.

SECTION 9. WATER AND SANITARY SEWER CONNECTION REQUIREMENTS

9.1 Pursuant to Florida Statute § 125.023(2)(b), a THU must be connected to water utilities as a condition of authorization. Both potable water supply and sanitary waste disposal connections must be properly established and inspected.

9.2 Potable Water Connection

If the property has an active City water service connection or an approved private well that was not damaged by the storm event, the THU may be connected via a standard potable water connection downstream of the meter and backflow prevention device. A plumbing permit and inspection may be required depending on the nature of the connection. The connection point must be approved by the Building Department.

Cedar Key Municipal Water System — Post-Storm Notice: Following a major storm event, the City's water distribution system may be under a boil-water notice or may be temporarily out of service. Property owners must not connect to or use City water until the City has confirmed the system is safe. Monitor the City's website at cityofcedarkey.org and the City's official social media channels for water system status updates following any storm event.

9.3 Sanitary Sewer and Wastewater Disposal

Proper management of wastewater is a legal requirement and is of particular importance in Cedar Key given the City's proximity to the Cedar Keys National Wildlife Refuge and the Cedar Keys Aquatic Preserve. The following options apply:

Option 1 — Connection to Existing Municipal Sewer Lateral or Approved Septic System:

Where an existing and operable sewer lateral or approved onsite sewage treatment and disposal system is available on the property, the THU shall be connected to that system. A plumbing permit is required. The connection must be made by a licensed plumbing contractor. The applicant must confirm that the existing sewer or septic system is functional and undamaged before connection is made. Availability of the City's municipal sewer collection system

must be verified with the City prior to connection, as the system may be temporarily offline following storm events. Applicable code: Florida Building Code Chapter 21; Florida Administrative Code § 64E-6.

Option 2 — Onboard Holding Tank (Interim Use Only):

Where a permanent sewer connection is not immediately available, the THU may rely on its built-in holding tanks for black water and gray water on an interim basis, subject to all of the following conditions:

- Holding tanks must be pumped out by a licensed waste hauler on a regular basis and before reaching capacity. An overflow of any holding tank constitutes a violation of this Policy and applicable health regulations;
- No gray water, black water, or wastewater of any kind may be discharged onto the ground surface, into any stormwater drain, drainage ditch, waterway, or the City's stormwater system; and
- All waste must be transported to and disposed of at an approved licensed disposal facility.

Onboard holding tank use is a temporary measure only. The applicant must pursue permanent sewer connection as soon as the City's sewer system is restored and a connection point is available.

PROHIBITED — Wastewater Discharge: No sewage, gray water, or wastewater of any kind may be discharged to the ground, into any waterway, or into Cedar Key's coastal waters. Illegal wastewater discharge within or adjacent to the Cedar Keys National Wildlife Refuge or Cedar Keys Aquatic Preserve may trigger state and federal environmental enforcement action in addition to City code enforcement proceedings. Violation of this prohibition will result in immediate revocation of THU authorization and referral to the appropriate regulatory agencies.
Applicable Law: Florida Statutes §§ 381.0065, 403.161; Chapter 62-600, F.A.C.; City Code.

SECTION 10. AUTHORIZATION PERIOD AND REQUIRED REMOVAL

10.1 Duration: Pursuant to Florida Statute § 125.023(2), THU authorization shall remain in effect for the lesser of the following two periods:

- Thirty-six (36) months from the date of the Governor's declaration of a state of emergency for the applicable storm event; or
- Until a Certificate of Occupancy is issued for the rebuilt or restored permanent residential structure on the property.

10.2 Good Faith Progress Review: The Building Official may, at any time during the authorization period, request from the property owner evidence of ongoing good faith progress toward rebuilding the permanent structure. Such evidence may include an active building permit, documented construction activity, or confirmation that financing is in place. THU authorization may be suspended or revoked if the owner fails to demonstrate good faith progress.

10.3 Required Removal: Upon expiration of the authorization period, the THU must be removed from the property. The Building Department will provide advance written notice of the approaching expiration date. A THU that remains on the property after authorization has expired is subject to code enforcement action pursuant to Chapter 162, Florida Statutes, and the City's Code Enforcement procedures.

10.4 Early Termination: THU authorization may be revoked prior to the expiration of the thirty-six-month period for any of the following reasons:

- Failure to satisfy or maintain any condition of this Policy;
- Violation of the wastewater discharge prohibition in Section 9.3;
- Failure to demonstrate good faith progress toward rebuilding the permanent structure;
- Issuance of a Certificate of Occupancy for the permanent residential structure; or
- Abandonment of the property or the THU.

SECTION 11. APPLICATION PROCEDURE

11.1 All property owners seeking THU authorization under this Policy must submit a completed Application for Temporary Housing Unit (THU) to the Building Department, together with the following supporting documents:

- Proof of property ownership (deed, current tax bill, or equivalent documentation);
- Description of the THU (year, make, model, and overall length);
- Documentation of storm damage and uninhabitability of the permanent structure (photographs, insurance claim documentation, contractor damage assessment, or similar);
- A site sketch showing the proposed THU location relative to property lines, recorded easements, and the damaged permanent structure;
- Description of the proposed utility connections (electrical, potable water, and sanitary waste disposal); and
- Evidence of a good faith effort to rebuild (active permit application, signed contractor proposal, construction loan commitment letter, or equivalent).

11.2 Submission Methods

4. **Online via the Citizen Portal (preferred):** Applications may be submitted at cedarkey.civicplus.com. To upload documents, log in, navigate to the applicable permit record, click "Update," scroll to Step 5 to upload documents, and scroll to Step 7 ("Communicate With the Agency") to notify the Department.
5. **In Person at City Hall:** 809 6th Street, Cedar Key, FL 32625. Business hours: Monday–Friday, 9:00 AM–4:00 PM.
6. **By Electronic Mail:** Scanned or photographed applications and supporting documents may be submitted to cityhall@cedarkeyfl.us.

11.3 Review and Authorization

Upon receipt of a complete application, the Building Department shall review the submission for compliance with this Policy. Upon approval, the Department will create the applicable permit(s) and schedule any required inspections, including electrical, plumbing, and placement site inspections. The applicant shall not occupy the THU until the Building Department has confirmed authorization in writing and all required utility connection inspections have been completed and passed.

SECTION 12. INSPECTIONS

12.1 The following inspections are required for all THU authorizations:

- Site placement inspection — to verify the THU is located in compliance with Section 7 of this Policy;
- Electrical connection inspection — to verify compliance with Section 8; and
- Water and sanitary sewer/waste connection inspection — to verify compliance with Section 9.

12.2 All inspections must be scheduled through the Citizen Portal. The property owner or an authorized representative must be present on-site during all inspections.

12.3 The Building Official retains the right to conduct re-inspections of any THU at any time during the authorization period to verify ongoing compliance with this Policy.

SECTION 13. DISCLAIMER AND LIMITATION OF LIABILITY

13.1 The information and procedures set forth in this Policy are provided for administrative guidance and do not constitute legal, engineering, or professional advice. Requirements are subject to modification based on the nature of the Declared Emergency and any subsequent action by the Florida Legislature, FEMA, or the City Commission.

13.2 Property owners are solely responsible for ensuring that their THU placement, utility connections, and conduct comply with all applicable federal, state, and local laws and regulations. The City of Cedar Key, its officials, and its employees assume no liability for decisions or actions taken in reliance upon the general guidance provided in this Policy.

SECTION 14. RELATED POLICIES AND RESOURCES

This Policy should be read in conjunction with the following City of Cedar Key Building Department policies and resources:

- BD-POL-002 — Post-Storm Permit Process Policy
- Application for Temporary Housing Unit (THU) — available on the Citizen Portal and at City Hall
- City of Cedar Key Emergency Management Plan
- Florida Statute § 125.023 — Temporary Shelter Prohibition (flsenate.gov)
- Florida Statute § 320.01(1)(b) — Recreational Vehicle-Type Unit Definitions

SECTION 15. ADOPTION AND EFFECTIVE DATE

This Policy is hereby adopted by the City Commission of the City of Cedar Key, Florida, and shall take effect upon adoption or such later date as the Commission may designate.

Mayor, City of Cedar Key
Signature / Date

City Clerk, City of Cedar Key
Signature / Date

Attest: _____ Date: _____

CITY OF CEDAR KEY, FLORIDA
ADMINISTRATIVE POLICY
CITY FACILITY USE PERMIT FEE SCHEDULE

Policy Number: FEE-POL-001	Adopted: _____
Department: City Commission	Effective Date: _____
Supersedes: N/A	Reviewed By: City Commission

SECTION 1. PURPOSE

This Policy establishes the official schedule of fees, deposits, applicable taxes, and related requirements for the permitted use of all City-owned facilities, parks, rights-of-way, and waterfront areas within the City of Cedar Key, Florida. All persons and entities seeking to use City property for private or public events must obtain a Use Permit and comply with the terms set forth herein. The objectives of this Policy are to:

- Establish a clear, uniform, and equitable fee structure for the use of all City-owned event spaces;
- Ensure the City recovers reasonable costs associated with facility use, maintenance, and event oversight;
- Provide a structured discount program recognizing Cedar Key property owners, Levy County residents, qualifying non-profit organizations, and Cedar Key businesses; and
- Ensure that all applicants receive consistent, accurate, and equitable treatment in the permitting process.

SECTION 2. AUTHORITY AND SCOPE

This Policy is adopted pursuant to the general authority of the City Commission of the City of Cedar Key to manage and regulate the use of City-owned property and to establish fees for municipal services. This Policy applies to all persons and entities seeking to use City-owned facilities, parks, rights-of-way, or waterfront areas for any organized event, gathering, festival, parade, tournament, or similar activity. All Use Permit applications must be submitted through the City's Citizen Portal at cedarkey.civicplus.com. One permit is required per location; each City space or location used during an event requires a separate Use Permit application.

SECTION 3. PERMIT FEE SCHEDULE

3.1 General. All fees below are standard (undiscounted) rates before application of any applicable discount under Section 5 and before the 7% tax under Section 6. Half Day means four (4) hours or less. Full Day means more than four (4) hours. The Multi-Day Rate applies to all days when the same venue is reserved for two (2) or more consecutive days under a single permit.

3.2 Outdoor Parks and Spaces.

Venue / Duration	Fee
<i>City Park — General Use Open Green Space</i>	
Half Day (4 hours or less)	\$100.00
Full Day (more than 4 hours)	\$180.00

Multi-Day Rate (per day, all days)	\$162.00
Weekend Half Day	\$115.00
Weekend Full Day	\$207.00
<i>City Park Pavilion</i>	
Half Day	\$50.00
Full Day	\$100.00
Multi-Day Rate (per day, all days)	\$90.00
Weekend Half Day	\$57.50
Weekend Full Day	\$115.00
<i>City Park Gazebo</i>	
Half Day	\$30.00
Full Day	\$50.00
Multi-Day Rate (per day, all days)	\$45.00
Weekend Half Day	\$34.50
Weekend Full Day	\$57.50
<i>Cemetery Point Park</i>	
Half Day	\$50.00
Full Day	\$90.00
Multi-Day Rate (per day, all days)	\$81.00
Weekend Half Day	\$57.50
Weekend Full Day	\$103.50
<i>Beach Area</i>	
Half Day	\$70.00
Full Day	\$130.00
Multi-Day Rate (per day, all days)	\$117.00
Weekend Half Day	\$80.50

Weekend Full Day	\$149.50
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3.3 Indoor Facilities.

Venue / Duration	Fee
<i>Cedar Key Library</i>	
Half Day (4 hours or less)	\$70.00
Full Day (more than 4 hours)	\$140.00
Multi-Day Rate (per day, all days)	\$126.00
Weekend Half Day	\$80.50
Weekend Full Day	\$161.00
Funeral Reception	\$25.00/hr
<i>City Hall Meeting Room</i>	
Half Day	\$60.00
Full Day	\$120.00
Multi-Day Rate (per day, all days)	\$108.00
Weekend Half Day	\$69.00
Weekend Full Day	\$138.00

3.4 Rights-of-Way, Festivals, and Special Events.

Event Type / Duration	Fee
<i>City Streets / Rights-of-Way / Parade & 5K Run</i>	
Half Day	\$70.00
Full Day	\$160.00
Multi-Day Rate (per day, all days)	\$144.00
Weekend Half Day	\$80.50
Weekend Full Day	\$184.00

Festival — Full Package	
Full Day (no Half Days)	\$300.00
Multi-Day Rate (per day, all days)	\$270.00
Weekend Full Day	\$345.00
Fishing Tournament / Water Event — Full Package	
Half Day	\$100.00
Full Day	\$200.00
Multi-Day Rate (per day, all days)	\$180.00
Weekend Half Day	\$115.00
Weekend Full Day	\$230.00

Section 3 Notes

Multi-Day Rate: The multi-day rate applies to ALL days in the booking when the same venue is reserved for two (2) or more consecutive days under a single permit — not just days 2 and onward.

Weekend Rate: A 15% surcharge applies to events held on Friday evening, Saturday, or Sunday. Weekend rates shown above are pre-calculated at 15% above the standard rate.

One Permit Per Location: A separate permit and fee is required for each City location or space used during an event.

SECTION 4. POLICE AND PUBLIC WORKS PERSONNEL FEES

4.1 General. The City, in its sole discretion, will determine whether additional Police or Public Works personnel are required based on expected event attendance, the nature of the event, and routine operational demands. The Applicant may also request additional personnel at the Applicant's own expense. All personnel fees are due in full at the time of booking.

4.2 Police Officer Fees.

Service	Fee
First 4 Hours per Officer (4-hour minimum charge)	\$50.00 / hr
Each Additional Hour per Officer	\$25.00 / hr

Officers are in full uniform and considered on-duty. They will respond to any police-related incident they observe during the event, whether or not it is related to the permitted event. The City is not responsible for policing private events beyond normal patrol duties except for officers specifically paid for by the Applicant.

4.3 Public Works Personnel Fees.

Service	Fee
First 4 Hours — Public Works Staff (4-hour minimum charge)	\$35.00 / hr
Each Additional Hour — Public Works Staff	\$25.00 / hr

Public Works will set up road barricades and perform other tasks necessary to facilitate the event at the agreed-upon time. Public Works is not responsible for event setup or cleanup unless the City separately agrees in writing prior to the event.

SECTION 5. PERMIT FEE DISCOUNT PROGRAM

5.1 General Provisions. Discounts apply to Use Permit rental fees only. No discount applies to the Security Deposit, the 7% tax, or personnel fees. Discounts may not be stacked; only one (1) discount may be applied per permit. Discounts are non-transferable and apply only to the qualifying applicant or entity. Proof of eligibility must be uploaded to the permit record in the Citizen P portal at the time of application. The City reserves the right to verify eligibility and to withdraw any discount at any time.

5.2 Cedar Key Property Owner Discount (Local Discount).

Item	Details
Discount Rate	50% off permit fees
Eligible Applicants	Owners of real property within Cedar Key city limits, assessed and taxed by the City of Cedar Key — includes residents and businesses that own their premises
Does NOT Apply To	Properties within the #4 Bridge assessed only by Levy County (not assessed City property taxes)
Proof Required	Property address verified by City staff

5.3 Levy County Resident Discount.

Item	Details
Discount Rate	15% off permit fees
Eligibility	Individual or entity residing in Levy County who does not qualify as a Cedar Key Local property owner
Proof Required	Valid proof of Levy County residency

5.4 Community-Based Non-Profit Discount (CBC Rate). All three of the following criteria must be met:

1. The organization must be a not-for-profit based within Cedar Key city limits;
2. The event must be open to the public with no restrictions on attendance; and
3. The event must not involve political parties, political candidates, elections, or religious activities.

Item	Details
CBC Flat Rate Per Permit	\$65.00 (replaces the rental fee entirely)
Tax	The CBC flat rate of \$65.00 is NOT subject to the 7% tax
Deposit	Full security deposit required regardless of CBC status
Proof Required	Non-profit documentation; written confirmation that all three criteria are satisfied
Important	Failure to meet any single criterion disqualifies the application from the CBC rate

5.5 Non-Profit Organization Discount (Non-CBC).

Item	Details
Discount Rate	50% off permit fees
Eligibility	Recognized 501(c) non-profit organization that does NOT meet all three CBC criteria (e.g., religious organization, restricted-attendance event, or non-profit not based in Cedar Key)
Proof Required	IRS determination letter or Florida non-profit documentation

5.6 Cedar Key Business Discount.

Item	Details
Discount Rate	25% off permit fees
Eligibility	Business owner who does NOT own the business premises (rents or leases); must hold a valid Cedar Key Business Tax Receipt and be physically located within Cedar Key city limits
Note	A business owner who also owns the business property qualifies for the Local Discount (50%) under Section 5.2 instead; discounts may not be stacked
Proof Required	Valid Cedar Key Business Tax Receipt

5.7 Exercise and Athletic Workout Group Fee Waiver.

Item	Details
Discount Rate	100% of rental fee waived — no permit fee charged
Tax	No tax applies when the rental fee is zero

Eligibility	Group must be open to the public with no restrictions on attendance and no participation fee charged to attendees
Limitation	Space availability is not guaranteed; a paying applicant has priority for any space and time slot
Deposit	Deposit may still apply; confirm with City staff at time of application

Section 5 — Discount Rules Summary

1. Discounts apply to rental fees only — not to the security deposit, the 7% tax, or personnel fees.
2. Only one (1) discount may apply per permit. Discounts may not be stacked or combined.
3. Discounts are non-transferable. They apply only to the qualifying individual or entity applicant.
4. A full security deposit is required for all events regardless of discount status.
5. The City reserves the right to verify eligibility and withdraw any discount at any time.
6. The CBC flat rate of \$65.00 is established by the City Commission and is subject to change.
7. Proof of eligibility must be uploaded to the permit record in the Citizen Portal.

SECTION 6. TAX

6.1 Tax Rate. A seven percent (7%) tax is due on all Use Permit rental fees. Tax is calculated on the rental fee after any applicable discount under Section 5 has been applied.

6.2 Exempt Items. The following are NOT subject to the 7% tax: (a) the security deposit; (b) the Community-Based Non-Profit (CBC) flat rate of \$65.00 per permit; (c) exercise and workout group permits where the rental fee has been fully waived; and (d) Police and Public Works personnel fees.

Item	Tax Status
Use Permit Rental Fees (after any applicable discount)	7% tax applies
Security Deposit	Exempt — no tax
CBC Flat Rate (\$65.00 per permit)	Exempt — no tax
Exercise / Workout Group (rental fee waived — \$0.00)	Exempt — fee is zero
Police Officer Personnel Fees	Exempt — no tax
Public Works Personnel Fees	Exempt — no tax

Tax Calculation Example

City Park Pavilion — Full Day rental (\$100.00) with 50% Cedar Key Property Owner (Local) Discount applied:
 Rental fee after discount: $\$100.00 \times 50\% = \50.00 . Tax: $\$50.00 \times 7\% = \3.50 . Total Permit Fee: \$53.50.
 Security Deposit: \$150.00 (no tax). Total due at booking: $\$53.50 + \$150.00 = \$203.50$.

SECTION 7. SECURITY DEPOSITS

7.1 Required. A security deposit is required for all permitted events. Deposits are due in full at the time of booking and are separate from all rental fees, taxes, and personnel charges. No discount applies to the security deposit.

7.2 Deposit Schedule.

Venue	Security Deposit
City Park Gazebo	\$100.00
City Park — General Use	\$150.00
City Park Pavilion	\$150.00
Cemetery Point Park	\$150.00
Cedar Key Library	\$150.00
City Hall Meeting Room	\$150.00
Beach Area	\$150.00
City Streets / Rights-of-Way / Parade	\$150.00
Festival — Full Package	\$200.00
Fishing Tournament / Water Event — Full Package	\$200.00

7.3 Return of Deposit. The security deposit will be returned to the Permittee within thirty (30) days following the conclusion of the permitted event, provided that all of the following conditions are satisfied:

4. The City facility and all City property are returned in the same condition as received (normal wear and tear excepted);
5. The facility has been cleaned and vacated by the time specified in the permit;
6. All City property, furniture, and equipment have been returned to their pre-event locations;
7. No violation of any term or condition of the Use Permit has occurred; and
8. For Library events: the Library Facility Checklist has been completed and submitted to the City through the Citizen Portal at the conclusion of the event.

7.4 Forfeiture. In the event of damage to City property, failure to clean the facility, failure to submit required documentation, or any violation of the terms of the Use Permit, the City may apply all or any portion of the deposit toward the cost of repair, cleaning, or remediation. The Permittee remains personally liable for any costs exceeding the deposit amount and must pay any invoice issued by the City within seven (7) days of receipt.

7.5 Refund Processing. Deposit refunds are issued to the name and address on the original payment and may take up to thirty (30) days after the event to process.

SECTION 8. CANCELLATION POLICY

8.1 Written Cancellation Required. Events may only be cancelled by the Applicant in writing via the permit record on the Citizen Portal. Verbal cancellations are not accepted.

8.2 Refund Schedule. Rental fees and deposits will be refunded according to the following schedule:

Written Notice Received	Rental Fee Refund	Deposit Refund
More than 21 days before event	100% returned	75% returned
15 to 21 days before event	100% returned	50% returned
8 to 14 days before event	100% returned	25% returned
0 to 7 days before event	100% returned	No refund
Officially declared state of emergency	Full refund	Full refund

SECTION 9. GENERAL CONDITIONS

9.1 Alcohol. No alcohol or open containers are permitted on City property, including City parks, streets, or sidewalks. The sale of alcoholic beverages at any event on City property is strictly prohibited unless prior written authorization has been granted by the City Commission on a case-by-case basis, in its sole discretion. Any event involving alcohol requires a Certificate of General Liability Insurance regardless of expected attendance.

9.2 Insurance. For events with an expected attendance of fifty (50) or more persons, events open to the general public, or any event involving alcohol, the Permittee must provide a Certificate of General Liability Insurance naming the City of Cedar Key as an additional insured, with minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate. The certificate must be submitted to City Hall no later than fourteen (14) days before the event. The City reserves the right to require insurance coverage for any event regardless of size.

9.3 Portable Restrooms and Garbage. The Public Works Department will determine whether portable restrooms are required, the quantity needed, and their locations. It is the Applicant's sole responsibility to order, pay for, and facilitate timely installation of any required portable restrooms. Applicants must also ensure adequate garbage receptacles are ordered through the City from Waste Pro at the Applicant's cost.

9.4 Tent Stakes. The use of tent stakes in any City park must be pre-approved by the Public Works Department. The Applicant must coordinate with Public Works for installation and must provide oversight during the process.

9.5 Exclusivity. No City facility shall be considered reserved for the Applicant's exclusive use until all required deposits and rental fees have been received by the City and a written approval has been issued. Parks remain open to the public; the City does not guarantee exclusivity of an entire park area unless special arrangements are made and paid for in advance.

9.6 Parades and Rights-of-Way. Road closure coordination with the Public Works Department is required in advance for all rights-of-way events. Disbanding, stopping, or dispersing parade or walk participants anywhere within the downtown area is strictly prohibited. All participants, floats, and vehicles must be routed to a location outside the downtown area at the conclusion of the event.

9.7 Indemnification. As a condition of permit issuance, the Applicant and Permittee agree to defend, indemnify, and hold harmless the City of Cedar Key, its elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Permittee's use of City facilities or property. This indemnification survives the expiration or termination of the permit.

9.8 Permit Revocation. The City reserves the right to revoke a Use Permit at any time prior to or during the event if any conditions are not complied with, or when, in the sole judgment of the City's duly authorized agent, revocation or interruption is necessary in the interest of public safety.

9.9 Communications. All communication regarding a permitted event must be in writing via the permit record on the Citizen Portal at cedarkey.civicplus.com.

SECTION 10. PAYMENT

10.1 Payment Due at Booking. All rental fees, deposits, and personnel charges are due in full at the time of booking. The City will issue an invoice through the Citizen Portal. No reservation is confirmed until full payment is received.

10.2 Credit Card Convenience Fee. Credit card payments are subject to the City's standard convenience fee as established from time to time.

10.3 Application Timing. The City recommends submitting permit applications at least thirty (30) days before the event. Events requiring coordination with the Police Department, Public Works Department, or insurance review should apply as early as possible. Popular dates book quickly, particularly during Cedar Key's busy season.

SECTION 11. ADOPTION AND EFFECTIVE DATE

This Policy is hereby adopted by the City Commission of the City of Cedar Key, Florida, and shall take effect upon adoption, or such later date as the Commission may designate. This Policy supersedes all prior resolutions, policies, and fee schedules of the City relating to the use of City-owned facilities and rights-of-way. This fee schedule may be amended by resolution of the City Commission at any time without notice.

Mayor, City of Cedar Key

Signature / Date

City Clerk, City of Cedar Key

Signature / Date

Attest: _____ Date: _____

**CITY OF CEDAR KEY BUILDING DEPARTMENT
 ADMINISTRATIVE POLICY
 POLICY FOR RESPONDING TO PERMIT INQUIRIES**

Policy Number: BD-POL-001	Adopted: _____
Department: Building Department	Effective Date: _____
Supersedes: N/A	Reviewed By: City Commission

SECTION 1. PURPOSE

This Policy establishes the procedures and standards by which the City of Cedar Key Building Department (“Department”) shall respond to inquiries from contractors, property owners, design professionals, and members of the public regarding building permits, the permitting automation platform, and project-specific technical matters. The objectives of this Policy are to:

- Train Department staff to recognize the nature and scope of questions they are authorized to answer and to refer inquiries beyond that scope to the appropriate party;
- Ensure the creation and maintenance of accurate records of all inquiries and responses for purposes of transparency and accountability;
- Require staff to provide clear verbal and written disclaimers when providing guidance in order to protect both the inquirer and the City;
- Ensure that all applicants receive consistent, accurate, and equitable service; and
- Establish a fair and predictable permitting process for the community.

SECTION 2. AUTHORITY AND SCOPE

This Policy is adopted pursuant to the general administrative and police powers of the City of Cedar Key and is consistent with the Florida Building Code, Chapter 553, Florida Statutes, and all applicable local ordinances. This Policy applies to all Building Department personnel, including Permit Technicians, the Building Inspector, the Plan Reviewer, and the Building Official, as well as any authorized contract staff performing permitting functions on behalf of the City.

SECTION 3. DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

Term	Definition
Building Official	The individual designated by the City of Cedar Key with authority over the enforcement and administration of the Florida Building Code within the City's jurisdiction.
Building Inspector / Plan Reviewer	A licensed or certified professional designated to review permit applications, conduct inspections, and interpret code requirements for specific projects.
Citizen Portal	The City's CivicPlus online permitting platform, accessible at cedarkey.civicplus.com, through which permit applications and documents may be submitted.

Department	The City of Cedar Key Building Department.
Inquiry	Any question, request for information, or request for guidance submitted to the Department by a member of the public, contractor, design professional, or other interested party.
Permit Technician	A Department staff member trained to process permit applications, respond to general information inquiries, and assist applicants with submission procedures.
Technical Consultation	A scheduled meeting or formal written exchange in which the Building Inspector or Plan Reviewer provides project-specific code interpretation or guidance.
Tier 1 Inquiry	A General Information Inquiry, as further defined in Section 5 of this Policy.
Tier 2 Inquiry	A Technical Inquiry requiring a formal Technical Consultation, as further defined in Section 6 of this Policy.

SECTION 4. GENERAL PROVISIONS

4.1 All inquiries submitted to the Department shall be classified into one of two tiers based on the nature and complexity of the question. Tier 1 inquiries involve general information and may be answered by any qualified staff member. Tier 2 inquiries involve technical, project-specific, or code-interpretive questions and shall be referred to the Building Inspector or Plan Reviewer through the formal Technical Consultation process.

4.2 All inquiries and the responses provided thereto shall be documented in the applicable inquiry log or permit record in order to maintain a complete and transparent administrative record.

4.3 Responses provided by Department staff shall not constitute a formal approval, building permit, or guarantee of code compliance, and shall not be relied upon as a substitute for a duly issued permit or the independent judgment of a licensed design professional.

4.4 When an inquiry exceeds the scope of Tier 1 or the scope of the Building Inspector's advisory capacity, staff shall direct the inquirer to consult with an appropriately licensed professional as provided in Section 8 of this Policy.

SECTION 5. TIER 1 — GENERAL INFORMATION INQUIRIES

5.1 Scope

Tier 1 inquiries include general questions that do not require code interpretation or project-specific analysis. The following categories of questions constitute Tier 1 inquiries:

- Office hours and contact information
- Application procedures and required forms
- Fee schedules and accepted payment methods
- General permit requirements applicable to common project types
- Permit processing and review timeframes
- Required documentation checklists
- Online Citizen Portal navigation and submission instructions
- Inspection scheduling procedures

5.2 Response Protocol

5.2.1 Answers to Tier 1 inquiries are available on the City's official website at cityofcedarkey.org. Staff are encouraged to direct inquirers to the website as a first resource.

5.2.2 If a Tier 1 inquiry is not answered on the website, any qualified staff member may respond immediately by telephone, electronic mail, or in person.

5.2.3 For inquiries related to navigation of the Citizen Portal or the permitting automation program, staff shall direct the inquirer to submit a request by electronic mail to cityhall@cedarkeyfl.us to schedule an in-person appointment at City Hall, at which time a staff member shall walk the applicant through the complete permit submittal process.

5.3 Documentation

All staff members shall record each Tier 1 inquiry in the Tier 1 Inquiry Log maintained by the Department. At a minimum, the log entry shall include the date and time of the inquiry, the name and contact information of the inquirer (if provided), a description of the question, and a summary of the response provided.

SECTION 6. TIER 2 — TECHNICAL CONSULTATION INQUIRIES

6.1 Scope

Tier 2 inquiries involve matters requiring the professional judgment and code expertise of the Building Inspector or Plan Reviewer. The following categories of questions constitute Tier 2 inquiries:

- Code interpretation as applied to a specific project or property
- Plan review questions specific to a pending or contemplated application
- Guidance on construction methods and materials for a particular project
- Flood zone requirements applicable to a specific parcel
- Structural design questions
- Requests for alternative means or methods of compliance under the Florida Building Code
- Complex zoning or land use questions requiring code analysis

6.2 Technical Consultation Process

All Tier 2 inquiries shall be processed in accordance with the following Technical Consultation procedure:

Step 1. Submission of Required Forms

The inquirer shall complete the Building Department Inquiry Form and submit it, together with all relevant supporting documents, by electronic mail to cityhall@cedarkeyfl.us. If a permit application is already on file, the inquirer shall upload the required documents directly into the permit record through the Citizen Portal and notify the Department by electronic mail that the submission has been made. Instructions for uploading documents and communicating through the Citizen Portal are as follows:

- Log in to the Citizen Portal and navigate to the applicable permit record.
- Click "Update" to open the permit record.
- Scroll to Step 5 to upload documents into the permit record.
- Scroll to Step 7, "Communicate With the Agency," to send an electronic notification to the Department.

Step 2. Inquiry Triage by Permit Technician

Upon receipt of the Inquiry Form, the Permit Technician shall review the submitted questions and verify that all documents necessary to adequately address the inquiry have been received. The Permit Technician shall respond to any questions within his or her scope of competency. Any remaining technical questions shall be forwarded to the Building Inspector or Plan Reviewer for consultation scheduling.

Step 3. Scheduling the Technical Consultation

For matters forwarded to the Building Inspector or Plan Reviewer, the Department shall contact the inquirer to schedule a Technical Consultation appointment. The inquirer shall be informed that execution of the Technical Consultation Disclaimer form is required prior to commencement of the consultation.

Step 4. Execution of Technical Consultation Disclaimer

Prior to any discussion of a specific project during a Technical Consultation, the inquirer shall execute the Technical Consultation Disclaimer form. This form shall acknowledge and confirm that:

- The information provided by Department staff constitutes general guidance only and does not constitute professional design advice, a permit approval, or a determination of code compliance;
- The inquirer bears sole responsibility for ensuring that the project complies with the Florida Building Code, all applicable local ordinances, and any other regulatory requirements; and
- The consultation is being documented for the benefit of both the inquirer and the City.

Step 5. Conduct of Technical Consultation

The Building Inspector or Plan Reviewer shall review the inquirer's questions, reference the applicable sections of the Florida Building Code and any applicable local ordinances, and provide guidance based upon the materials and information submitted. The scope of the consultation shall be limited to the questions identified in the Inquiry Form and any additional questions arising directly therefrom.

Step 6. Technical Consultation Summary

Upon conclusion of the Technical Consultation, the Building Inspector or Plan Reviewer shall prepare and deliver to the inquirer a written Technical Consultation Summary. The Summary shall describe the questions addressed, reference the applicable code sections, and set forth the guidance provided. The Summary shall be incorporated into the applicable permit record.

Step 7. Document Retention

All Technical Consultation forms, the executed Disclaimer, supporting documents, and the written Summary shall be uploaded into the applicant's permit record in the Citizen Portal and retained in accordance with the City's applicable records retention schedule.

SECTION 7. DISCLAIMERS AND LIMITATIONS OF GUIDANCE

7.1 All guidance and information provided by Department staff pursuant to this Policy, whether oral or written, shall be accompanied by a clear statement that such guidance is provided for informational purposes only, does not constitute a permit approval or a final determination of code compliance, and does not relieve the applicant of the obligation to comply with all applicable laws and regulations. See the "Standard Written Disclaimer" document for example disclaimers.

7.2 No statement, representation, or course of dealing by any Department staff member shall be construed to waive or modify any requirement of the Florida Building Code, any applicable local ordinance, or any condition of permit approval.

7.3 The City of Cedar Key expressly reserves all rights and defenses available under applicable law, including but not limited to sovereign immunity, with respect to any claim arising from guidance or information provided under this Policy.

SECTION 8. PROFESSIONAL REFERRALS

When an inquiry involves matters that exceed the advisory scope of the Department, or that require the preparation of design documents, structural calculations, or other professional work product, the Permit Technician or Building Official shall advise the inquirer to engage an appropriately licensed professional. Such referrals may include, without limitation:

Professional	Examples of Matters Requiring Referral
Licensed Architect	Commercial buildings, large-scale residential projects, complex structural or life safety design
Professional Engineer	Structural calculations, foundation design, specialized mechanical, electrical, or plumbing systems
Licensed Surveyor and Mapper	Property boundary determinations, elevation certificates, and site plan preparation
Licensed Contractor	Trade-specific construction methods and field installation questions

SECTION 9. STAFF TRAINING AND IMPLEMENTATION

9.1 The Building Official shall be responsible for training all Department personnel in the provisions of this Policy, including the proper classification of inquiries, documentation requirements, and applicable disclaimer protocols. Once training is complete the staff member shall sign a Training Certification document to be filed with Building Department records.

9.2 New staff members shall receive training on this Policy prior to performing any public-facing permitting functions.

9.3 This Policy shall be reviewed no less frequently than annually and updated as necessary to reflect changes in applicable law, departmental procedures, or Commission direction.

SECTION 10. ADOPTION AND EFFECTIVE DATE

This Policy is hereby adopted by the City Commission of the City of Cedar Key, Florida, and shall take effect upon adoption or such later date as the Commission may designate.

Mayor, City of Cedar Key
Signature / Date

City Clerk, City of Cedar Key
Signature / Date

Attest: _____ Date: _____

CITY OF CEDAR KEY
BUILDING DEPARTMENT

490 2nd Street | Cedar Key, FL 32625 | (352) 543-5132 | cityhall@cedarkeyfl.us

BUILDING DEPARTMENT INQUIRY REQUEST

General Questions & Pre-Permit Technical Consultations

Use this form to submit a question to the Cedar Key Building Department or to request a pre-permit technical consultation. You do not need an active permit number to submit this form. A staff member will contact you to follow up. **Please attach copies of any relevant plans, surveys, photographs, or other documents** that may help staff understand your project or question.

YOUR CONTACT INFORMATION

Full Name:	<input type="text"/>
Mailing Address:	<input type="text"/>
City / State / Zip:	<input type="text"/>
Primary Phone:	<input type="text"/>
Alternate Phone:	<input type="text"/>
Email Address:	<input type="text"/>
Best Way to Reach You:	<input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> Either
I am the:	<input type="checkbox"/> Property Owner <input type="checkbox"/> Licensed Contractor <input type="checkbox"/> Architect <input type="checkbox"/> / Engineer <input type="checkbox"/> Other

PROPERTY / PROJECT INFORMATION

Property Address:	<input type="text" value="Street address in Cedar Key, FL"/>
Parcel Number (if known):	<input type="text"/>
Permit Number (if issued):	<input type="text" value="Leave blank if no permit yet"/>
Project Description:	<input type="text" value="Briefly describe the project or work you are planning or inquiring about (e.g., 'Addition of a 12x16 wood deck to rear of single-family home,' 'Replacement of HVAC system,' 'New construction — 3-bedroom single-family residence')."/>
Property Type:	<input type="checkbox"/> Single-Family Residential <input type="checkbox"/> Multi-Family Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Vacant Land
Is the property in a flood zone?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

TYPE OF REQUEST

Select all that apply:

- General Question (Tier 1)** — I have a general question about permit requirements, fees, inspections, or city codes that does not require a technical consultation.
- Technical Consultation Request (Tier 2)** — I have a project-specific technical question and would like to schedule a consultation with the Building Inspector or Building Official regarding code interpretation, construction methods, or project requirements.
- Pre-Permit Plan Review** — I would like a pre-application review of my plans before formally submitting a permit application. I understand this is a preliminary, non-binding review and that a formal permit application will still be required.

YOUR QUESTION OR REQUEST

Please describe your question or the specific information you are seeking as clearly as possible. The more detail you provide, the better our staff can assist you.

Type your question or request here. Include as much detail as possible — specific dimensions, materials, code sections you have questions about, what you've already researched, etc.

SUPPORTING DOCUMENTS & ATTACHMENTS

Please include copies of any documents that may help staff understand your project or question.

Relevant attachments may include:

- Site plan or plot plan
- Survey or elevation certificate
- Contractor estimates or proposals
- Product specifications / data sheets
- Floor plans or blueprints
- Photographs of existing conditions
- Prior permit documentation
- Structural or engineering drawings

Other:

How to submit attachments: You may email documents to cityhall@cedarkeyfl.us with your name and property address in the subject line, or deliver copies in person to City Hall at 490 2nd Street, Cedar Key, FL 32625.

SCHEDULING PREFERENCE (FOR TIER 2 CONSULTATIONS AND PLAN REVIEWS)

Preferred Date(s):

e.g., any Tuesday or Wednesday afternoon

Preferred Time:

- Morning Afternoon No preference

Consultation Format:

In person at City Hall response is fine Phone call Email

NOTICE: Any information provided by Building Department staff in response to this inquiry is for general guidance purposes only, is preliminary and non-binding, and does not constitute professional design or engineering advice, a guarantee of permit approval, or a final determination of code compliance. A formal permit application and complete plan submittal are required for any final determination. The City of Cedar Key and its employees assume no liability for construction performed based on information provided through this inquiry process. You are encouraged to consult with licensed architects, engineers, and contractors for project-specific advice.

APPLICANT ACKNOWLEDGMENT

By submitting this form, I acknowledge that I have read the notice above and understand that any information provided is preliminary, non-binding, and does not substitute for a formal permit application or consultation with licensed professionals.

Signature of Applicant

Type full legal name as signature

Typed signature

Date

mm/dd/yyyy 

How to Submit This Form

Email: cityhall@cedarkeyfl.us | **In Person:** 490 2nd Street, Cedar Key, FL 32625

Phone: (352) 543-5132 | **Website:** www.cityofcedarkey.org

A staff member will contact you within a reasonable time. Complex technical requests may require scheduling an appointment with the Building Inspector.

CITY OF CEDAR KEY
BUILDING DEPARTMENT

490 2nd Street | Cedar Key, FL 32625 | (352) 543-5132 | cityhall@cedarkeyfl.us

STANDARD WRITTEN DISCLAIMERS

Email and Written Communication Templates – Building Department Staff Reference

PURPOSE: These disclaimer templates shall be used for all written and email communications from the Building Department to the public regarding building codes, permit requirements, or construction-related inquiries. Staff shall select the appropriate tier based on the nature of the inquiry.

EMAIL / LETTER HEADER – ALL COMMUNICATIONS

CITY OF CEDAR KEY

Building Department

490 2nd Street

Cedar Key, FL 32625

Phone: (352) 543-5132

Email: cityhall@cedarkeyfl.us

Website: www.cityofcedarkey.org

• TIER 1 DISCLAIMER – GENERAL INFORMATION INQUIRIES (BRIEF VERSION)

Use for routine inquiries such as permit fees, general code questions, inspection scheduling, and publicly available information.

DISCLAIMER: This information is provided for general guidance purposes only and does not constitute professional design or engineering advice. The City of Cedar Key assumes no liability for construction performed based on this information. Property owners and contractors are responsible for ensuring full compliance with all applicable codes and regulations and should consult with licensed professionals (architects, engineers, contractors) for project-specific advice.

• TIER 1 – SAMPLE EMAIL RESPONSE

Subject: Building Department Information

Dear [Name],

Thank you for contacting the City of Cedar Key Building Department. In response to your inquiry:

[Insert specific information here]

DISCLAIMER: This information is provided for general guidance purposes only and does not constitute professional design or engineering advice. The City of Cedar Key assumes no liability for construction performed based on this information. Property owners and contractors are responsible for ensuring full compliance with all applicable codes and regulations and should consult with licensed professionals (architects, engineers, contractors) for project-specific advice.

If you have additional questions or need to schedule a consultation with our Building Inspector, please contact our office at (352) 543-5132.

Sincerely,

[Staff Name]

[Title]

City of Cedar Key Building Department

• **TIER 2 DISCLAIMER – TECHNICAL / PROJECT-SPECIFIC INQUIRIES (COMPREHENSIVE VERSION)**

Use for inquiries involving code interpretation, project-specific requirements, or any question requiring a technical consultation with a Building Inspector or Building Official.

IMPORTANT DISCLAIMER: The information provided in this correspondence is preliminary, non-binding, and subject to change upon formal plan review. This consultation does not constitute:

- Professional design or engineering advice
- A guarantee of permit approval
- A final determination of code compliance
- A warranty of structural adequacy or safety

Building inspections and permit reviews are performed for code compliance verification purposes only and for the benefit of the general public. No final determination regarding code compliance or permit approval can be made without submission of complete plans and a formal permit application.

Property owners and contractors remain fully responsible for ensuring compliance with all

applicable codes and regulations. You should consult with licensed architects, engineers, and contractors for project-specific design and construction advice. The City of Cedar Key and its employees assume no liability for construction performed based on preliminary information, informal consultations, or permit approvals.

• TIER 2 – SAMPLE EMAIL RESPONSE

Subject: Building Department Technical Consultation – [Project Description]

Dear [Name],

Thank you for contacting the City of Cedar Key Building Department regarding your inquiry. The following information is provided in response to your request:

[Insert specific information here. Do not include project-specific design recommendations, structural calculations, or statements that could be construed as project approval.]

IMPORTANT DISCLAIMER: The information provided in this correspondence is preliminary, non-binding, and subject to change upon formal plan review. This consultation does not constitute professional design or engineering advice, a guarantee of permit approval, a final determination of code compliance, or a warranty of structural adequacy or safety. No final determination regarding code compliance or permit approval can be made without submission of complete plans and a formal permit application. Property owners and contractors remain fully responsible for ensuring compliance with all applicable codes and regulations. The City of Cedar Key and its employees assume no liability for construction performed based on preliminary information, informal consultations, or permit approvals.

To obtain a formal determination, please submit a complete permit application and plans to the Building Department. If you have further questions, please contact our office at (352) 543-5132 to schedule an appointment.

Sincerely,

[Staff Name]

[Title]

City of Cedar Key Building Department

• STANDARD EMAIL SIGNATURE BLOCK – ALL STAFF

All Building Department staff shall use the following email signature on all correspondence:

[Staff Name]

[Title]

City of Cedar Key Building Department

490 2nd Street, Cedar Key, FL 32625

Phone: (352) 543-5132

Email: cityhall@cedarkeyfl.us

Website: www.cityofcedarkey.org

NOTICE: Building Department information is for general guidance only. All information provided is preliminary, non-binding, and subject to change upon formal plan review. Consult a licensed professional for project-specific advice.

CITY OF CEDAR KEY
BUILDING DEPARTMENT

490 2nd Street | Cedar Key, FL 32625 | (352) 543-5132 | cityhall@cedarkeyfl.us

TECHNICAL INQUIRY DISCLAIMER AND ACKNOWLEDGMENT

IMPORTANT: This form must be completed and signed before any technical consultation with Building Department staff regarding code interpretation, project-specific requirements, or construction-related advice.

APPLICANT / PROPERTY OWNER INFORMATION

Applicant / Property Owner:	<input type="text"/>
Mailing Address:	<input type="text"/>
Phone Number:	<input type="text"/>
Email Address:	<input type="text"/>
Property Address (if applicable):	<input type="text"/>
Brief Project Description:	<input type="text"/>

DISCLAIMER AND ACKNOWLEDGMENT

By signing this form, I acknowledge and understand the following:

PRELIMINARY NATURE: Any information, guidance, or opinions provided during this consultation are preliminary, non-binding, and subject to change during formal plan review.

NO APPROVAL GUARANTEE: This consultation does not constitute permit approval, pre-approval, or any guarantee that my project will be approved as discussed.

NOT PROFESSIONAL ADVICE: The information provided does not constitute professional design, engineering, or construction advice. Building Department staff are not serving as my architect, engineer, or construction consultant.

MY RESPONSIBILITY: I remain fully responsible for ensuring that my project complies with all applicable codes, laws, and regulations, regardless of any information provided during this consultation.

PROFESSIONAL CONSULTATION REQUIRED: I understand that I should consult with licensed architects, engineers, and contractors for project-specific design, structural calculations, and construction advice.

FORMAL APPLICATION REQUIRED: I understand that no final determination regarding code compliance or permit approval can be made without submission of complete plans and a formal permit application.

NO WARRANTY: Permit issuance (if granted) does not constitute a warranty or guarantee that construction complies with all codes, is free from defects, or is suitable for its intended purpose.

NO LIABILITY: I acknowledge that the City of Cedar Key and its employees assume no liability for construction performed based on this consultation, informal advice, or permit approval.

IMPORTANT: If you proceed with construction based on information provided during this consultation without obtaining proper permits and professional design services, you do so at your own risk and may be subject to code violations, stop work orders, and requirements to remove or modify non-compliant construction.

I have read and understand the above disclaimer and acknowledgment.

Signature of Applicant/Property Owner

Type full legal name as signature

Typed signature

Date

mm/dd/yyyy 

Print Name

FOR OFFICE USE ONLY

Date of Consultation:

mm/dd/yyyy 

Staff Member:

Consultation Summary Completed:

Yes No Not Required

CITY OF CEDAR KEY
BUILDING DEPARTMENT

490 2nd Street | Cedar Key, FL 32625 | (352) 543-5132 | cityhall@cedarkeyfl.us

TECHNICAL CONSULTATION SUMMARY

PURPOSE: This form documents all Tier 2 technical consultations with the public. Complete immediately following consultation.

CONSULTATION INFORMATION

Consultation Date:	<input type="text" value="mm/dd/yyyy"/>	
Start Time:	<input type="text" value="--:-- --"/>	
	<input type="text" value="--:-- --"/>	
End Time:		
Building Inspector / Official:	<input type="text"/>	
Consultation Type:	<input type="checkbox"/> Scheduled Appointment <input type="checkbox"/> Walk-In	

INQUIRER INFORMATION

Name:	<input type="text"/>
Phone:	<input type="text"/>
Email:	<input type="text"/>
Property Address:	<input type="text"/>
Parcel Number (if known):	<input type="text"/>

PROJECT DESCRIPTION

Brief description of proposed project or work:

NATURE OF INQUIRY

What specific questions or issues did the inquirer want addressed?

CODE SECTIONS REFERENCED

List applicable Florida Building Code sections, City ordinances, or other regulations discussed:

INFORMATION PROVIDED

Summarize general information provided:

DO NOT include specific design recommendations or calculations.

PROFESSIONAL REFERRALS

- Recommended consultation with licensed architect
- Recommended consultation with licensed engineer
- Recommended consultation with licensed contractor
- Recommended consultation with surveyor
- Other:

DOCUMENTATION AND DISCLAIMERS

- Technical Inquiry Disclaimer signed by inquirer
- Verbal disclaimer provided to inquirer
- Copy of this summary provided to inquirer
- Directed inquirer to submit formal permit application
- Plans or drawings reviewed (attach copies if applicable)

ADDITIONAL NOTES

Signature of Building Inspector / Official

Type full legal name as signature

Typed signature

Date

mm/dd/yyyy

REMINDER: *This form is a public record. Do not include specific design solutions, calculations, or statements that could be construed as project approval or professional engineering/architectural advice.*

City of Cedar Key Building Department | 490 2nd Street, Cedar Key, FL 32625 | (352) 543-5132 | www.cityofcedarkey.org

CITY OF CEDAR KEY
BUILDING DEPARTMENT





































490 2nd Street | Cedar Key, FL 32625 | (352) 543-5132 | cityhall@cedarkeyfl.us

BUILDING DEPARTMENT INQUIRY LOG


Tier 1 Inquiries

Instructions: Log ALL Tier 1 inquiries. One row per inquiry. Retain completed logs for 2 years.

Log Period – From: mm/dd/yyyy  **To:** mm/dd/yyyy  **Page:** _____

#	Date	Time	Inquirer Name	Nature of Inquiry	Information Provided / Source	Staff Member	Disclaimer Given?	Method
1	01/15/2026 	09:30 AM 	J. Smith	Permit fee	Fee schedule	A. Jones	Yes 	Phone 
2	mm/dd/yyyy 	--:-- -- 						
3	mm/dd/yyyy 	--:-- -- 						
4	mm/dd/yyyy 	--:-- -- 						
5	mm/dd/yyyy 	--:-- -- 						
6	mm/dd/yyyy 	--:-- -- 						
7	mm/dd/yyyy 	--:-- -- 						
8	mm/dd/yyyy 	--:-- -- 						
9	mm/dd/yyyy 	--:-- -- 						

SUPERVISOR REVIEW

<p>Reviewed by (Supervisor Signature) <i>Type full legal name as signature</i></p>	<p>Date Reviewed mm/dd/yyyy </p>
--	---

CITY OF CEDAR KEY
BUILDING DEPARTMENT

490 2nd Street | Cedar Key, FL 32625 | (352) 543-5132 | cityhall@cedarkeyfl.us

TRAINING CERTIFICATION

Information and Advisory Services Policy

Information and Advisory Services Policy

I, , certify that I have received comprehensive training on the City of Cedar Key Building Department Information and Advisory Services Policy and understand my responsibilities under this policy.

I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING

1. Legal Foundation

I understand the legal basis for this policy, including Florida sovereign immunity principles, the "no duty" rule for building inspections, and the potential liability that may arise from providing incorrect or incomplete information to the public.

2. Two-Tier Classification System

I can accurately distinguish between Tier 1 (general information) and Tier 2 (technical/project-specific) inquiries. I will use the decision tree provided when uncertain about classification, and will default to Tier 2 when in doubt.

3. Tier 1 Procedures

For Tier 1 inquiries, I will:

- Provide direct, factual answers based on approved reference materials
- Include appropriate disclaimer language (verbal or written)
- Document all inquiries in the Building Department Inquiry Log

4. Tier 2 Procedures

For Tier 2 inquiries, I will:

- Schedule a consultation with a certified Building Inspector or Building Official (if I am not qualified to respond)
- Ensure the Technical Inquiry Disclaimer is signed before any technical discussion occurs
- NOT provide project-specific design advice or calculations

5. Disclaimer Requirements

I will provide appropriate disclaimer language for all inquiries, both verbal and written. I understand that failure to provide disclaimers may expose the City and myself to liability.

6. Prohibited Conduct

I will NOT:

- Make statements such as "This will be approved," "You should be fine," or "I don't see any problems"
- Provide specific design solutions, measurements, or calculations
- Attempt to answer Tier 2 inquiries if I am not qualified to do so
- Create special relationships or reasonable reliance through informal assurances

7. Documentation Requirements

I will properly complete and maintain all required forms and logs, including Inquiry Logs, Technical Consultation Summaries, and signed disclaimer forms. I understand these are public records.

8. Professional Referrals

I will consistently recommend that inquirers consult with licensed professionals (architects, engineers, contractors) for project-specific design and construction advice.

9. Safety Hazards

If I observe or become aware of imminent safety hazards, I will follow the procedures outlined in Section VII.A of the policy, including documentation, written notification, and reporting to the Building Official and City Attorney.

10. Compliance and Consequences

I understand that failure to comply with this policy may expose the City and myself to liability and may result in disciplinary action. I will report any policy violations I become aware of to the Building Official or City Manager.

CERTIFICATION

I certify that I have read and understand the Building Department Information and Advisory Services Policy in its entirety. I have received training on this policy, including review of case scenarios and approved response scripts. I agree to comply with all requirements of this policy and understand that doing so is a condition of my continued employment with the City of Cedar Key.

Employee Signature

Typed signature

Date

Print Name and Title

FOR SUPERVISOR USE ONLY

Training Date:

Trainer Name:

Training Type:

Initial Annual Refresher

File in employee personnel file. Retain for duration of employment plus 5 years.