

City of Cedar Key
Commission Meeting Agenda
809 6th Street
March 21, 2024, 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. Persons with disabilities requiring accommodation to participate in the meeting should contact the City Clerk at (352) 543-5132 at least 48 hours in advance to request accommodation.

1. Call to Order
2. Roll Call:
 Sue Colson, Mayor
 Nancy Sera, Vice Mayor
 Jim Wortham
3. Pledge of Allegiance
4. Public Comment
5. **Action Item:** Consent Agenda:
 - Old City Hall – Mittauer Proposal
 - Commission Meeting Minutes: October 17, 2023, November 07, 2023, Febr. 20, 2024
 - Cemetery Plot Buy-Back
6. Hearings, Special Request:
7. Chamber of Commerce:
 Update to be provided by Doug Lindhout
8. Cedar Key Aquaculture Assoc.:
9. Nature Coast Biological Station/NCBS:
 Update on various projects to be provided by Savanna Barry.
10. Cedar Key Non-Profit Organizations:
11. Cedar Key Water & Sewer District:
 CKWSD General Manager Report
12. Attorney Items
 - **Action Item:** Transfer Kiosk Lease request (Tidewater Tours) – Mr. Paul Florence
13. Public Works
 - **Action Item:** Inner Marina Dredging – Review/Approve Proposal(s)
 - **Action Item:** Cemetery Director Position
14. Public Safety
 Fire Department -



City of Cedar Key
Commission Meeting Agenda
809 6th Street
March 21, 2024, 5:00 pm

Police Department –

- **Action Item:** Take Home Vehicle – Final review of proposed policy

15. Clerk's Office and Administration

- **Action Item:** Resolution No. 478/City Budget Amendment No. 2022-2023:
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA
AMENDING THE 2022-2023 BUDGET**

16. Commissioners Concerns/Information

- Comm. Jim Wortham: Appointment to Commissioner Vacancies

Meeting Adjourned _____PM



Task Order for the old City Hall building feasibility Project No. 0605-00-0

Greg Lang <GLang@mittauer.com>

Fri 3/8/2024 8:51 AM

To: Norm Fugate <norm@normdfugatepa.com>

Cc: Jennifer Sylvester <jsylvester@cedarkeyfl.us>

📎 1 attachments (2 MB)

Contract - Cedar Key Community Center Renovation Feasibility Ltr Report - Signed.pdf;

Mr. Attorney,

Per your request, attached is a proposed Task Order for comparing the following alternatives for cost, complexity, and feasibility:

- a. Repair the old City Hall at its existing elevation utilizing flood resilient materials.
- b. Raise the old City Hall building above the Hurricane Idalia flood elevation.

If the Task Order is approved, we will schedule the engineering field work that will be led by our lead structural engineer, Mike Tibble, P.E., to assess the damage, collect the data, dimensions, photographs, and other information we will need for determining the feasibility, complexity and a preliminary opinion of probable cost for the two alternatives above.

Please contact us with any questions,

GREG LANG
VP COMMUNITY DEVELOPMENT
MITTAUER & ASSOCIATES, INC.
580-1 Wells Road
Orange Park, FL 32073
Office: (904) 278-0030
Cell: (352) 222-8372
Email: glang@mittauer.com





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ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

March 7, 2024

Honorable Sue Colson, Mayor
City of Cedar Key
809 6th Street
Cedar Key, FL 32625

RE: Engineering Services Agreement
Cedar Key Community Center Renovation
City of Cedar Key, Florida
Mittauer & Associates Project No. 0605-00-0

Honorable Mayor Colson,

We are pleased to present the following proposal for Engineering Services for the preparation of a report outlining the scope of work, preliminary construction costs, and alternatives involved in converting the old City Hall located at 490 2nd Street, Cedar Key, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Cedar Key, the Client, for the fees stipulated hereafter.

In 2023, the City Hall building, a listed historical structure, was heavily damaged by Hurricane Idalia. Water levels inside the building reached approximately 3' above finish floor. The City has since permanently relocated it's City Hall to the existing Community Center. The City has performed preliminary demolition on portions of the old damaged City Hall but has held off permanent repairs pending the feasibility of converting the structure to a Community Center.

SCOPE OF SERVICES

The Engineer shall prepare a letter report which will analyze the alternative ways the Client may improve the old City Hall. More specifically, this work shall include the following:

ITEM A - FEASIBILITY LETTER REPORT

1. Compare the following alternatives for cost, complexity, and feasibility:
 - a. Repair old City Hall at existing grade utilizing flood resilient materials;
 - b. Raise old City Hall above the Hurricane Idalia flood elevation;

2. All comparisons shall assume conversion of the old City Hall to the new Community Center.
3. Preliminary opinions of probable cost for repair and conversion shall be on a square foot basis. Preliminary opinions of probable costs shall not consider specific detailed take offs for the work.
4. Field work to assess damage shall include taking gross dimensional properties of the structure.
5. Preparation of the report shall include one (1) meeting with staff to discuss report findings and presentation before council, if necessary.

EXCLUSIONS

The following items are excluded from the defined scope of work:

- Engineering design;
- Architectural design;
- Boundary surveys;
- Topographic surveys;
- Permitting;
- Detailed measured drawings;
- Detailed opinion of probable cost;
- Destructive or non-destructive testing;
- Geotechnical investigations;
- Bidding Services, Construction Administration, and Resident Observation;
- Compatibility with Cedar Key historic standards.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

The Engineer shall be paid the following:

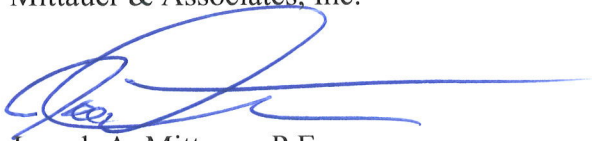
Item A - Feasibility Letter Report..... \$8,000

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.
President

JAM/MPT/GDL/aem

Accepted by:
City of Cedar Key

By: _____

Date: _____

City of Cedar Key
Commission Meeting
October 17, 2023, 5:00 p.m.

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

Call to order by Mayor Heath Davis.

Start time: 5:00 p.m.

Pledge of Allegiance

Commissioners Present: Heath Davis, Nancy Sera, Sue Colson, Susan Rosenthal, and Jim Wortham

Mary Prescott provided an update on Tree City Recertification and discussed Arborists.

Jason Whistler, Levy County Property Appraiser, provided information for assistance on property tax relief for those affected by Hurricane Idalia.

Brian Gore, Candidate for the Clerk of Court's Office, introduced himself and let everyone know he was available if anyone wanted to talk to him.

Joseph Cannon, vice-chair of the Cedar Key Aquaculture Association, discussed addressing the working waterfront parking issue and will create a parking plan and bring it back before the Commission.

Fisher Collins and Eladio Lamberson, students from Cedar Key School, appeared on behalf of DECA to request a City Proclamation declaring November 2023 as a month dedicated to DECA. The Commission signed the proclamation.

Doug Lindhout, Chamber of Commerce, updated the Chamber's activities.

Commissioner Rosenthal said the Lions Club will provide a fold-out map of the festival.

Commissioner Colson said the Food Pantry has a Division of Disaster Assistance for workers and people affected in our town.

Jennifer Sylvester provided an update on the Clerk's Office, Building Department, Permits, Substantial Assessments, and Inspectors. She also reminded us that Inspectors have the right of access to commercial properties because they are open to the public. The permits are necessary from a FEMA standpoint and for the National Flood Insurance Program we participate in. FEMA will be reviewing all of our substantial damage records.

Commissioner Sera said she had a FEMA representative coming to see her, and if you have issues or questions, they will be at the Chamber of Commerce on Thursday.

Commissioner Wortham reiterated the importance of having permits, as they are critical to maintaining the CRS Rating so the island can keep the flood insurance. He asked for clarification on temporarily living in RVs. You can if you have an active work permit and are connected to your utilities.

City Attorney Norm Fugate discussed the six vacant lots for sale by the Carmen Project. **Commissioner Colson Motioned to Move Forward with the Purchase of the Property Contingent on Obtaining an Appraisal and Bringing that Back to the Commission for a Final Decision. Commissioner Davis Seconded. The Motion Passes 3-2, with Commissioner Wortham and Rosenthal Opposing the Motion.** The Commission discussed acquiring the land to provide more space, preservation of 2nd Street, additional parking, procuring an appraisal, and listened to public input. City Attorney Norm Fugate discussed obtaining an appraisal.

Public Works Supervisor Jamie McCain updated the Commission on some of his ongoing projects. The Inner Marina floating docks were severely damaged in Idalia and were removed by DebrisTech for \$7,200. The quotes previously received to do the same removal prior to Idalia were at \$150,000. They are working to fix the electricity and water for the kiosks. They are going to talk with FEMA about dredging options. **Commissioner Colson made a Motion to Waive the Fees for Rent, Electricity, and Water at the Kiosks until the Towers are Back and then Reassess at that Time. Seconded by Commissioner Wortham. Motion Passes Unanimously.**

Public Works Supervisor Jamie McCain provided an update on the 4-way stop at D and 2nd Street. **The Commission approved Supervisor Jamie McCain to move forward with the Request for Bid for the 4-way Stop and return to the Commission with the entire package. Supervisor McCain discussed the storm damage to the Streets. The Commission approved Supervisor McCain to get a list of the issues with the streets, obtain bids for the needed repairs, and bring that back to the Commission.**

Fire Chief Robert Robinson asked for clarification on the outside docks and whether we technically own them and discussed obtaining information on that. Chief Robinson discussed the Library and insurance. He asked about installing a subfloor in the old City Hall; the cost would be just under \$12,000.00. The Commission discussed options for the old city hall with public input. **Commissioner Sera Made a Motion to Install the Subfloor for \$12,000.00 in the**

Old City Hall. Commissioner Rosenthal Seconded. The Motion Passed 3-2, with Commissioner Davis and Commissioner Colson Opposing the Motion.

Chief Robinson discussed the volunteer hours and the costs for repairs and possible reimbursements and said there were two items to complete the buildout of the new City Hall, which is roughly \$30,000.00, and putting the flooring in is \$24,00000 – continuing this topic to the CRA Meeting.

Once the work starts on the Library we will get a timeline on when it will be ready.

The Commission announced they were working on gathering the community resources with meeting places and creating a list.

Fire Chief Robinson said the RFP to do the Fire House was pulled; the bid was higher than expected, and they will put that project on hold at this time. The 1.2 million dollar appropriations we received for the new Fire Truck are moving forward to the pre-planning stage. **Commissioner Colson Motioned to Approve the Final Okay and Sign the Funding Agreement for the Fire Truck. Commissioner Rosenthal Seconded. The Motion Passed Unanimously.**

Chief of Police Edwin Jenkins discussed the parking plan and overnight parking. The Commission listened to the recommendations and discussed options. Chief Jenkins discussed grants. The Commission asked Public Works Supervisor Jamie McCain to help paint the parking lines. With the Commission's approval, the police will switch out the Dodge Chargers for SUVs. **Commissioner Colson Made a Motion to Dispose of the Dodge Chargers by Selling them on GovDeals. Commissioner Rosenthal Seconded. The Motion Passed Unanimously.**

Commissioner Rosenthal asked if the streets were going to be blocked off on Halloween. Police Chief Jenkins said yes, they would be.

Adjourned at 7:49 p.m.

Mayor Colson/Commissioner

Attest, Prepared by Heather Lang

City of Cedar Key
Commission Meeting
November 7, 2023, 5:00 p.m.

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

Call to order by Mayor Heath Davis.

Start time: 7:49 p.m.

Pledge of Allegiance

Commissioners Present: Heath Davis, Nancy Sera, Sue Colson, Susan Rosenthal, and Jim Wortham

Mayor Davis presented George Oakley with a Member Service Appreciation for his many years of Service on the Historic Board.

Mike Allen presented the request for a letter for project support for the Cedar Key Oystermen's Association. **Commissioner Colson Motioned to Send the Letter of Support for the Grant Project - Enhancing the REEF. Seconded by Commissioner Sera. Motion Passes Unanimously.**

Request for Variance Application: Impervious Coverage in the Historic District. City Attorney Norm Fugate swore in anyone interested in providing testimony. Applicant Jim Wilcox discussed the variance application. Building Clerk Jennifer Sylvester provided information on the project. The commissioners asked questions, discussed the application, and listened to public comments. **Commissioner Davis Made a Motion to Approve the Request for Variance Application. The Motion Did Not Pass. Commissioners Davis and Rosenthal Voted Yes. Commissioners Colson, Sera, and Wortham Voted No.**

Mayor Davis presented George Sresovich with a Member Service Appreciation for his many years of Service on the Historic Board.

Request for Annexation for 13850 SW Airport Road. **Commissioner Rosenthal Motioned to Approve the Request for Annexation for 13850 SW Airport Road. Seconded by Commissioner Sera. Motion Passed Unanimously.**

Request for Annexation for 16830 SW 136 Place. **Commissioner Rosenthal Motioned to Approve the Request for Annexation for Seconded by Commissioner Wortham. Motion Passed Unanimously.**

Cedar Key Aquaculture announced they were awarded \$700,000.00, which will be distributed to the Aq card holders.

Nature Coast Biological Station: Savanna Berry updated the commission on grants. The commission discussed their efforts and grants.

The City Attorney discussed Resolution 474 to Participate in FRS. **Commissioner Rosenthal Motioned to Approve the Request to Participate in the State Retirement System (FRS). Seconded by Commissioner Wortham. The Motion Passed Unanimously.**

Public Works Supervisor Jamie McCain is away on a Fire Rescue call and is not present. The Commission discussed the 4-way stop at D and 2nd Street. **Commissioner Colson Motioned to Proceed with the 4-way Stop with the Vendor Supervisor Jamie McCain chose. Seconded by Commissioner Sera. The Motion Passed Unanimously.** The Commission discussed the Dock Street Sign. **Commissioner Colson Motioned to Proceed with the Dock Street Project Using the Same Vendor to Get a Package Deal. Seconded by Commissioner Sera. The Motion Passed Unanimously.**

The Commission discussed Fire Chief Robert Robinson's email on how to proceed with the Old City Hall. The Commissioners discussed the Old City Hall's status and options and listened to public input. **Commissioner Sera Motioned to Make the Old City Hall the New Community Center, Install Flooring, and Raise the Building. Seconded by Commissioner Rosenthal. The Vote Died 4-1 with Commissioner Rosenthal for the Motion. Commissioner Wortham Motioned to Table the Decision on the Old City Hall—no Second.** Fire Chief Robert Robinson is to hold off right now until the Commission makes a decision.

Police Chief Edwin Jenkins said he received the SUV's and the Dodge Chargers would be disposed of.

The Commission discussed marine debris clean-up.

Adjourned at 6:05 p.m.

Mayor Colson/Commissioner

Attest, Prepared by Heather Lang

City of Cedar Key
Commission Meeting
February 20, 2024, 5:00 p.m.

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

Call to order by Mayor Sue Colson.

Start time: 5:00 p.m.

Pledge of Allegiance

Commissioners Present: Sue Colson, Nancy Sera, and Jim Wortham

Public Comment: Zach Bullock, Levy County Commissioner District 5 Candidate, introduced himself to everyone.

Chamber of Commerce: Doug Lindhout discussed his concern about safety with the damage that has remained unfixed from Hurricane Idalia damage. The Levy County Pier's handicapped ramp is not functional. Duncan's and the Dockside Motel have significant damage. The Chamber asks that action be taken to move these repairs forward.

The Commission announced that the Nature Coast Biological Station has a handout with the agenda at the door. Public Works Supervisor Jamie McCain coordinated with Savanna Barry to place Storm Drain filters to catch debris, so it does not enter the ocean.

City Attorney Norm Fugate read Ordinance No. 554 to Annex Property into the City of Cedar Key. **Commissioner Wortham made a Motion to Adopt Ordinance No. 554. Commissioner Sera Seconded. The Motion Passed Unanimously.**

City Attorney Norm Fugate discussed the Seacoast Bank Account Changes to restructure some bank accounts to receive 4.25% interest. The fiscal revenue is estimated to bring in \$50,000.00 in the next year. The Commission listened to public comments and questions. **Commissioner Sera Motioned to Approve the 3 (Three) Banking Resolutions. Commissioner Wortham Seconded. The Motion Passed Unanimously.**

City Attorney Fugate read Resolution No. 477, amending article 304 of the City of Cedar Key Policy Manual and providing an effective date to add 1 (one) Cedar Key Fire Rescue Firefighter

to the FRS Retirement Plan. **Commissioner Wortham Motioned to Approve Resolution 477. Commissioner Sera Seconded. The Motion Passed Unanimously.**

Public Works Supervisor Jamie McCain discussed the Inner Marina Floating Dock's status and requested that the Live Flyer Inc. bid be approved and funds from the Marina Account be used. **Commissioner Wortham Motioned to Move Forward with Live Flyer Inc. for the Floating Docks. Commissioner Sera Seconded.** The Commission listened to public comments and questions. **The Motion Passed Unanimously.**

Fire Rescue Chief Robert Robinson and Public Works Supervisor Jamie McCain discussed the RFP (Request for Proposals) and the Bid we received from DebrisTech, LLC., and asked for approval of the contract. **Commissioner Sera Made a Motion to Accept the DebrisTech, LLC Agreement, which was seconded by Commissioner Colson. The Motion Passed Unanimously.**

Fire Chief Robinson announced he was invited to speak at the National Tropical Weather Conference in San Padre Island this April. Everything is paid for, and the conference provides an opportunity to discuss Cedar Key. He will coordinate with IFAS on the information for his presentation.

Fire Chief Robinson discussed that there may be money available to raise houses. If we have a workshop, the homeowner will need to complete the paperwork. It's a reimbursement program with a 25% portion paid by the homeowner. The projects take, on average, 3-5 years to complete, and the approval and reimbursement are not guaranteed. **The Commission agreed to move forward with holding the workshop on raising houses.**

Police Chief Edwin Jenkins requested \$89,767.30 for a new Lieutenant position. City Attorney Norm Fugate said a formal budget amendment and an advertisement would need to be posted. **Commissioner Sera Motioned to Approve the Amendment for the Lieutenant Position. Seconded by Commissioner Wortham.** The Commission heard comments and questions from the public. **The Motion Passed Unanimously.**

Police Chief Edwin Jenkins brought the Take Home Vehicle Policy before the Commission. The Commission asked questions, listened to public questions and comments, discussed the policy, and agreed to continue the matter at next month's Commission Meeting.

Building Official/Code Enforcement Positions: The Commission discussed the city's current building official who moved out of state and the concerns about the current situation. The commission heard public comments and questions. **Commissioner Sera Motioned to Eliminate the Current Building Inspector Position. Commissioner Wortham Seconded. The Motion Passed Unanimously.** The Commission discussed transitioning to JPI for Building Inspectors and Code Enforcement, Plan Review, and Floodplain Compliance. The Commission discussed and heard public comments and questions. **Commissioner Colson Motioned to Move Forward with JPI. Commissioner Wortham Seconded. The Motion passed Unanimously.**

The Commission reviewed the Tentative Budget Hearing and Solid Waste Assessment Minutes from 09/13/2023, the Final Budget Meeting Minutes from 09/27/2023, and the Commission Meeting Minutes from 09/27/2023. The CRA Meeting Minutes from 09/27/2023 will be held over until the CRA Meeting. **Commissioner Sera Motioned to Accept the Minutes. Commissioner Wortham Seconded. The Motion Passed Unanimously.**

The regular Commission Meeting scheduled for March 19 will be moved to March 21 because the voting in the primary election will be held here on March 19

March 5 is the workshop on rising sea levels and the UF presentation on resiliency.

February 22 is the City Hall Open House from 2-4 p.m.

Arbor Day at the City Park is March 2, and Magnolia, Crepe Myrtle, and Oak Trees will be given away.

The Commission discussed compiling a list of items that need to be addressed at future meetings and scheduling workshops to bring these items forward.

Fire Chief Robert Robinson provided an overview, discussed the options for the old City Hall, and said to remember that parking will be an issue.

Commissioner Sera went through her presentation on restoring the old City Hall. The Commission discussed the insurance and the building options and listened to public comments and questions. The Commission discussed putting the building back where it was to get it sealed and look at raising it. City Attorney Norm Fugate said we would need to get an RFQ per the statutes. Architectural and engineering work will need to be completed. Fire Chief Robert Robinson said he has been trying to get the numbers and will contact them again. **Motion by Commissioner Colson to Move Forward with Filing a Claim and Obtaining the Insurance Money for the Old City Hall Building. Commissioner Wortham Seconded the Motion. The Motion Passed Unanimously. Commissioner Wortham made a Motion for an RFQ – Request for Qualifications. Commissioner Colson Seconded. The Motion Passed Unanimously.**

Susan Rosenthal welcomed the new commissioners, and there was some discussion about when the two new commissioners would be starting their duties.

Adjourned at 7:18 p.m.

Mayor Colson/Commissioner

Attest, Prepared by Heather Lang

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

Submitted By: *Kim Smith*

Meeting Date: *3-13-24*

Subject: *Cemetery Plot Buy Back*

Discussion:

Fiscal Impact: *\$ 400.00*

Attachments:

Possible Commission Action: *Buy Back of Plot*

Cedar Key Water and Sewer District General Manager's Report 03/11/24

Dewberry Damage Assessment Tour 02/13/24 & 02/14/24

Phase II Lift Station Application Submitted to Florida Commerce 02/19/24

Dewberry Engineering - FEMA Site Assessment 02/20/24

Justin Graham – FEMA

Marcy Cook – Dewberry

Ann Compson – FDEM

Amanda Howe – FDEM

Jacob Patterson – Florida Mitigation

Andrew Greene – Florida Rural Water Association (FRWA) 02/21/24

Waccasassa Water & Wastewater Cooperative Board Meeting 02/21/24

Cedar Key City Hall Open House 02/22/24

PSI Technologies Meeting (Pumps) 02/22/24

Signal Restoration back onsite since 02/22/24

Governor DeSantis Check Presentation 02/23/24

Greg Lang with Mittauer 02/23/24

Lift Station Rehabilitation Prebid Meeting w/ Baskerville-Donovan 02/26/24

Barney's Pumps – Lakeland, FL

Gaudette Electric Service – Homosassa Springs, FL

Florida Protective Coatings TNEMEC – Davie, FL

CKWSD visited pump stations with those in attendance

Bidders had until Thursday 02/29/24 to submit questions

All questions were answered by 03/08/24

Bid Date Monday 03/18/24

FRWA Lead Service Pipe Inventory Contract 02/28/24

Meeting with the Mayor about Cedar Key Sewer Plant Relocation & Outhouse Project 02/30/24

Review of CKWSD Local Mitigation Strategy (Levy County) Adoption Application 02/30/24

Contacted EGIS Insurance Adjuster about CKWSD Exterior Building Rehabilitation 03/04/24

Dewberry Engineering - FEMA Damage Assessment Meeting 03/07/24

CKWSD Building Rehabilitation Walk Through with Signal Restoration 03/08/24

CKWSD has had productive onsite meetings with FEMA – Assessment is ongoing

City of Cedar Key
Commission Meeting
Agenda Item

RECEIVED

MAR 6 2024 PM 3:47

Submitted By: Paul Florence
Tidewater Tours

Meeting Date: March 21 Thursday

Subject: Transfer Kiosk dock

Discussion: Transfer of Kiosk dock

Fiscal Impact: N/A

Attachments:

Possible Commission Action:

CITY OF CEDAR KEY LEASE APPLICATION

Date: 3-8-24

Legal Name of Lessee: Paul & Holly Florence

Business Name (if different): Tidewater Tours

Type of Entity: ☐ Individual ☐ Sole Proprietorship
☒ Corporation ☐ Partnership
☐ Other: _____

Address: 302 Dock St
Cedar Key, FL

Phone #: 352-745-9090
paul@FlorenceRecycling.com

Fax #: _____
Cell # Holly 352-258-0829

Social Security or Tax ID #: 99-1313680

Names, addresses & SS # of all owners, officers, shareholders, etc:

<u>Paul Florence</u>	<u>11841 SR 24, Cedar Key, FL</u>
<u>Joni Florence</u>	<u>SAME</u>
<u>Michael Nicolosi</u>	<u>10309 SW 138th St, Archer, FL</u>
<u>Holly Florence</u>	_____

Bank References: (name, telephone and account number)

Name: Renasant Bank, Larry Finkel, 352-224-1900
Name: _____


Credit References: (name, telephone and account number)

Name: Tim Deegan CPA, 352-337-0020

Name: _____

Name: _____

I hereby authorize the City of Cedar Key to request credit information on the above named applicant and individual(s). I hereby authorize the City of Cedar Key to request a criminal background check on the above named applicant and individual(s). I understand that certain records pertaining to this lease are considered public records under the laws of the State of Florida and may be open to public inspection. The following records are exempt from public inspection: social security numbers; bank account, debit, charge and credit card account numbers; and contents of credit reports. I certify that the above information and any other information provided in connection with this application is complete, true and correct, and that if this certification is found to be false, then I will be deemed in default of the lease.

Signature:  Date: 3-8-24

(Please also include lease information worksheet, hazardous material questionnaire, corporation papers and full legal description)

Business License Tax _____

Application Fee _____

Date Received _____

March 13, 2024

To the city of Cedar Key,

I Philip R. Collins owner of Island Adventures of Cedar Key DBA Tidewater Tours CK respectfully ask that my kiosk lease be transferred to the new owners, Paul or Holly Florence. I will transfer the gofund me money donated towards the rebuilding of the new kiosk to the new owners as they look to rebuild that space in the new future.

Sincerely,

A handwritten signature in dark ink, appearing to read "Philip R. Collins", with a long horizontal flourish extending to the right.

Philip R. Collins



COMMERCIAL LEASE AGREEMENT

THIS LEASE is made as of the 1st day of October, 2022, by and between the **City of Cedar Key, Florida**, (hereinafter "Lessor"), whose mailing address is Post Office Box 339, Cedar Key, Florida 32625 and **Island Adventures of Cedar Key, Inc.**, (hereinafter "Lessee"), whose mailing address is Post Office 633, Cedar Key, Florida 32625.

SECTION 1: PREMISES

- A. Lessor agrees to lease to Lessee the premises consisting of approximately 288 square feet as indicated in Attachment A of this Lease as Outside Dock 4 (hereinafter "Leased Premises").
- B. No activities of Lessee shall extend beyond the boundaries of the Leased Premises, including, but not limited to, posting signs, storing materials, parking business vehicles, and erection of tents or other temporary structures.

SECTION 2. VESSELS AND VEHICLES

- A. Lessee shall moor all vessels in a manner that does not interfere with access of vessels to adjacent docks.
- B. Lessee may moor the following vessel(s) on the leased premises: 32' Beach Cat Princess Annie and 27' Carolina Skiff FL5667NY.
- C. Within the Marina area, Lessee shall park all vehicles and trailers in a location so as to ensure that they do not obscure the visibility of signs from the public right-of-way to any of the outside docks. Lessee may not park any vehicle or trailer within the Marina area in any parking space longer than Lessee's normal hours of operation.
- D. Lessor will not reserve any parking spaces for Lessee.

SECTION 3. USE OF PREMISES

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

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

SECTION 4. TERM

The term of this lease shall be for a one-year period commencing at signing and ending at midnight on September 30, 2023.

SECTION 5. RENT

- A. Lessee agrees that it will pay to Lessor rent for the use of the Leased Premises the sum of \$250.00 per month.
- B. The monthly rent is payable in advance on the first day of each month during the term of the Lease and shall be payable at City Hall, City of Cedar Key, Florida. A late fee in the amount of \$20.00 shall be added to any rent payment received by the City after the 10th day of the month. If Lessor does not receive Lessee's payment within thirty (30) days of the due date, Lessee shall be in default. In the event of such default, Lessor shall provide Lessee with written notice of default by certified mail, return receipt requested, and inform Lessee that payment must be made within fifteen (15) days of the receipt of notice. Such default may be handled as provided for in paragraph 23.
- C. Lessee shall pay any tax now or hereafter levied on said rent.

SECTION 6. SECURITY DEPOSIT

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

SECTION 7. TERMINATION

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

SECTION 8. COMPLIANCE WITH LAWS

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

SECTION 9. USE OF CEDAR KEY MARINA - INSIDE

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

SECTION 10. UTILITIES; GARBAGE SERVICE

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

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

SECTION 11. PETS

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

SECTION 12. SIGNS

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

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

SECTION 13. ALTERATIONS, ADDITIONS AND REPAIRS

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

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

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

SECTION 14. MARINA EVACUATIONS

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

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

SECTION 15. DEBRIS REMOVAL AND DISPOSAL

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

SECTION 16. LIABILITY FOR DEFECTS

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

SECTION 17. INSURANCE

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

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

SECTION 18. TRANSFER OR PLEDGE OF LEASEHOLD INTEREST OR VESSELS

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

SECTION 19. SURRENDER OF PREMISES

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

SECTION 20. INDEMNIFICATION OF LESSOR

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

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

SECTION 21. LESSOR'S RIGHT OF INSPECTION

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

SECTION 22. DEFAULT

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

SECTION 23. HOLDING OVER

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

SECTION 24. WAIVER

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

SECTION 25. TIME OF THE ESSENCE

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

SECTION 26. COSTS AND ATTORNEY'S FEES

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

SECTION 27. HEADINGS FOR CONVENIENCE ONLY

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

SECTION 28. AMENDMENTS TO BE IN WRITING

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

SECTION 29. NOTICES

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

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

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

SECTION 30. RECORDING

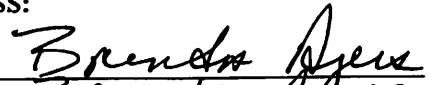
This lease will not be recorded in the Public Records of any county in Florida.

Executed on this 20 day of October, 2022.

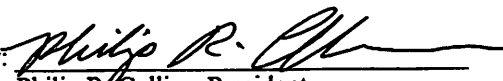
LESSOR: CITY OF CEDAR KEY, FLORIDA

By: 
Heath Davis, Mayor

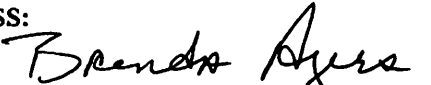
WITNESS:

Signed: 
Printed: BRENDA AYERS

LESSEE: Island Adventures of Cedar Key, Inc.

By: 
Philip R. Collins, President

WITNESS:

Signed: 
Printed: BRENDA AYERS


GUARANTY:

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

GUARANTORS:

Signed: 
Philip R. Collins

Signed: 
Doug Maple

Signed: 
Misti C. Collins

Insurance Company: **Great American Insurance Group**
Administered by: Gallagher Charter Lakes

Policy Number: **GIV0000887**

This policy will take effect on: 2/25/2022 and will end on: 2/25/2023
beginning and ending at 12:01 am EST.



COMMERCIAL MARINE INSURANCE – Policy Declarations Page

Renewal:

Named Insured Under This Policy:

Agency Name & Address:

Island Adventures of Cedar Key
dba Tidewater Tours
357 2nd St
Cedar Key, FL 32625

GALLAGHER CHARTER LAKES
3940 Peninsular Drive SE, Ste 100
Grand Rapids, MI 49546-6107

Insured Property:

Unit Number: #1

Name	Year	Length	Make	Model	Hull ID #
Princess Annie	2007	32	Beach Cat	Tour Catamaran	MXB32597A707

Insured Dinghy(s):

Year	Length	Make	Serial #

Insured Trailer(s):

Year	Make	Serial #
2007	Tapon	Please Provide

This declarations page and any endorsements are to be inserted in and form part of your policy. If a change effective date appears at the top of the declarations, then this declarations page replaces any previous declarations on that date. This policy provides only the insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below, in your policy, or as indicated by endorsement.

Parts	Coverages	Amount of Insurance	Elected Deductible	Premium	Endorsements
A	Physical Damage-Agreed Value	75,000	5,000	\$1,860.00	Additional Insured Captain & Crew Limitation (2) Financed Premium Named Storm Haul-Out Warranty
B	Liability Coverage	300,000	1,000	\$1,098.00	
C	Medical Payments	25,000	0	Included	
B	Pollution Liability	1,000,000	1,000	Included	
F	Personal Property	2,500	250	Included	
D	Uninsured Boater	300,000	1,000	Included	
E	Trailer	3,500	250	\$53.00	
A	Towing	2,500	0	Included	
	Endorsements/Charges	0	0	\$1,000.00	
Unit Premium:				\$4,011.00	
Total Policy Premium:				\$6,469.00	

Loss Payee: We will make payment for part A physical damage to the Insured and:

FIF-First Insurance Funding Corp (Total Loss Only), 450 Skokie Blvd, Suite 1000, Northbrook, IL 60062

Navigation Limits:

Navigation and Passenger Capacity to be determined by the vessel's Coast Guard Certificate of Inspection

Layup Warranty: 12 Month Navigation

The insured vessel will be principally moored or berthed at:

City of Cedar Key, Dock Street, CEDAR KEY, FL 32625

Countersigned 1/24/2022, at Grand Rapids, MI by:

, Agent.

Insurance Company: Great American Insurance Group
Administered by: Gallagher Charter Lakes

Policy Number: GIV0000887

This policy will take effect on: 2/25/2022 and will end on: 2/25/2023
beginning and ending at 12:01 am EST.



COMMERCIAL MARINE INSURANCE – Policy Declarations Page

Renewal:

Named Insured Under This Policy:

Agency Name & Address:

Island Adventures of Cedar Key dba Tidewater Tours 357 2nd St Cedar Key, FL 32625	GALLAGHER CHARTER LAKES 3940 Peninsular Drive SE, Ste 100 Grand Rapids, MI 49546-6107
--	---

Insured Property:

Unit Number: #2

Name	Year	Length	Make	Model	Hull ID #
Megan June	2009	27	Carolina Skiff		FKHM0407H909

Insured Dinghy(s):

Year	Length	Make	Serial #

Insured Trailer(s):

Year	Make	Serial #
2009	Magic Tilt	Please Provide

This declarations page and any endorsements are to be inserted in and form part of your policy. If a change effective date appears at the top of the declarations, then this declarations page replaces any previous declarations on that date. This policy provides only the insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below, in your policy, or as indicated by endorsement.

Parts	Coverages	Amount of Insurance	Elected Deductible	Premium	Endorsements
A	Physical Damage-Agreed Value	30,000	2,500	\$898.00	Additional Insured Captain & Crew Limitation (2) Financed Premium Named Storm Haul-Out Warranty
B	Liability Coverage	300,000	1,000	\$485.00	
C	Medical Payments	25,000	0	Included	
B	Pollution Liability	1,000,000	1,000	Included	
F	Personal Property	2,500	250	Included	
D	Uninsured Boater	300,000	1,000	Included	
E	Trailer	5,000	250	\$75.00	
A	Towing	2,500	0	Included	
	Endorsements/Charges	0	0	\$1,000.00	
Unit Premium:				\$2,458.00	
Total Policy Premium:				\$6,469.00	

Loss Payee: We will make payment for part A physical damage to the Insured and:

FIF-First Insurance Funding Corp (Total Loss Only), 450 Skokie Blvd, Suite 1000, Northbrook, IL 60062

Navigation Limits:

Navigation and Passenger Capacity to be determined by the vessel's Coast Guard Certificate of Inspection

Layup Warranty: 12 Month Navigation

The insured vessel will be principally moored or berthed at:

City of Cedar Key, Dock Street, CEDAR KEY, FL 32625

Countersigned 1/24/2022, at Grand Rapids, MI by:

, Agent.

Great American Insurance Group

ADDITIONAL INSURED

This endorsement forms a part of:

Policy Sym. and No.:	GIV0000887
Issued To:	Island Adventures of Cedar Key
Effective on and after:	2/25/2022 to 2/25/2023
Agent:	Gallagher Charter Lakes

Liability Limit: \$ 300,000

It is hereby mutually understood and agreed that under **PART B: LIABILITY COVERAGE** of this policy,

City of Cedar Key, PO Box 339 , Cedar Key, FL 32625

is an additional insured on this policy, but only as their interest may appear in the vessel described herein and for the liability arising out of the negligence of the insured, per the terms and conditions of the policy. It is further agreed that the additional insured is named as such for the purpose of bodily injury and property damage liability in connection with the insured's ownership, operation and maintenance of the Insured Vessel(s).

By issuance of this endorsement, the company does not waive its right of subrogation. The coverage afforded by this endorsement shall arise out of liability that rests solely with the insured. In the event of non-renewal or cancellation of this policy, the additional insured shown above shall receive ten (10) days written notice or per state statutes as required, whichever is longer, prior to any such termination from the company.

Additional Premium: \$0

All other terms and conditions remain unchanged.

GALLAGHER CHARTER LAKES
3940 Peninsular Drive SE, Ste 100
Grand Rapids, MI 49546-6107

Form CL-7: Rev 8/19

Great American Insurance Group

CAPTAIN AND CREW LIMITATION ENDORSEMENT

Attached to and forming part of:

Policy Sum. and No.:	GIV0000887
Issued To:	Island Adventures of Cedar Key
Effective on and after:	2/25/2022 to 2/25/2023
Agent:	Gallagher Charter Lakes

In consideration of the premium charged, it is hereby understood and agreed that the above policy is amended as follows:

Under **PART B: LIABILITY COVERAGE, EXCLUSIONS**, exclusion b. and c. is deleted. All other **PART B: LIABILITY COVERAGE, EXCLUSIONS**, apply to this endorsement.

PART B: LIABILITY COVERAGE EXTENSION TO INCLUDE CREW LIABILITY

We will pay sums which you or a covered person under this policy become legally obligated to pay as a result of the ownership, operation or maintenance of the insured watercraft because of liability to crew as defined in the Jones Act or under general Maritime Law. This coverage, however, shall not apply to an owner, stockholder, officer, partner, lessee or any other person with an ownership interest, legal or equitable, in the insured watercraft.

The limit of liability provided for under this endorsement is included in the liability coverage limit shown on the declaration page at **\$300,000**. This is the maximum amount we will pay for all losses, legal fees and expenses as described above, resulting from any one accident or occurrence. This is the most we will pay regardless of the number of crew involved or claims submitted.

It is further agreed that the coverage afforded by this endorsement is included in the liability limit shown on the declaration page, and is NOT in addition to the policy limit of liability.

A deductible of **\$1,000** shall apply to each occurrence covered by this endorsement.

It is hereby warranted that there shall not be more than **TWO (2)** crew member(s) employed aboard the insured vessel(s) at any one time.

It is further agreed that in the event additional crew are to be employed, the Assured shall give prior notice in writing to this company or its representative and pay such additional premium, as it required.

All other terms and conditions of this policy remain unchanged.

GALLAGHER CHARTER LAKES
3940 Peninsular Drive SE, Ste 100
Grand Rapids, MI 49546-6107

Great American Insurance Group

NAMED STORM HAULOUT WARRANTY ENDORSEMENT

Attached to and forming part of:

Policy Sum. and No.:	GIV0000887
Issued To:	Island Adventures of Cedar Key
Effective on and after:	2/25/2022 to 2/25/2023
Agent:	Gallagher Charter Lakes

This is your amended Coverage Data Page. It is understood and agreed that the following changes shall become a part of this Policy:

The following warranty is added to PART H: GENERAL CONDITIONS

NAMED STORM HAUL-OUT WARRANTY

It is warranted that if the mooring location of the insured vessel is in the watch or warning area of a Named Storm issued by the National Oceanic and Atmospheric Administration (NOAA) or the National Weather Service, the vessel is to be loaded on its trailer prior to projected landfall and 1. transported to a storage location inland from the coastal warning area in compliance with the Severe Storm Plan you submitted with your insurance application; or 2. transported not less than 25 miles inland and away from the projected path of the storm.

All other terms and conditions of the policy remain unchanged.



Authorized Signature

GALLAGHER CHARTER LAKES
3940 Peninsular Drive SE, Ste 100
Grand Rapids, MI 49546-6107

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

Submitted By: Jamie McCain

Meeting Date: 3/21/24

Subject: Bids- Inner Marina Dredge

Discussion: Discuss bids received

Fiscal Impact: Pay for dredging out of the marina account.

Attachments: Bids Received

Possible Commission Action: Approve to move forward with Bayside Dredging LLC.

CITY OF CEDAR KEY, FLORIDA

2024

BID FORM

Bid submitted by:

Company: Bayside Dredging LLC

Address: 5035 Ulmerton Road

City & State: Clearwater, Fl

Zip Code: 33760

Telephone: 727-798-0238

Fax: 727-436-5003

Number of Years in Business: 2 years but spilt off of Gator Dredging after working their for 17 years

E-Mail: bret@baysidedredging.com

Total Bid Price:

\$ 315,000.00

Previous experience (minimum four projects):

See attached SOQ 2024 for previous project experience, licensing, and resumes. We are a turn key residential and commercial dredging contractor. We do all the permitting, surveying, and engineering in house. We don't have to wait for another engineering firm to get permits. All of our permits are top priority so they all get expedited. We also do the dredging and hauling in house as well. We own 5 water tight bed dump trucks. This allows us to hydraulically pump or mechanically load directly into them and they dont leak a drop of water or mud. We can haul wet material down the road without making a mess so avoid local complaints and meet DOT standards. The dredge spoils can be taken to the final disposal location without additional dewatering so that saves time and money.

Current work commitments:

Permits will take at least 3-6 months. An ACOE and FDEP permit are required at the minimum.

Assuming award around the end of March or April, start date will between July and November. We will have a crew and equipment ready when the permits are issued.

Evidence of proper licensing to perform required services in the State, County, and City (attach)

Evidence of Required Insurance (attach).

Witnesses:

Name: John Schamp

Name: [Signature]
Vice President

BIDDER:

Name: _____

Bayside Dredging LLC

By: _____

Title: _____

President

CITY OF CEDAR KEY, FLORIDA

2024

BID FORM

Bid submitted by:

Company: Waterfront Property Services, LLC dba Gator Dredging

Address: 13630 50th Way N.

City & State: Clearwater, FL

Zip Code: 33760

Telephone: 727-527-1300

Fax: 727-527-1303

Number of Years in Business: 18.5yrs

E-Mail: c.clausen@gatordredging.com or bill@gatordredging.com

Total Bid Price:

\$ 419,000.00

Previous experience (minimum four projects):

See attached Cutsheets

Current work commitments:

USACE - Folly Beach South Carolina

USACE - Manatee Harbor DMMA

Pinellas County - Grand Canal Dredging

Evidence of proper licensing to perform required services in the State, County, and City (attach)

Evidence of Required Insurance (attach).

Witnesses:

[Signature]
Name: STEPHAN C. CLAUSEN

[Signature]
Name: DAVID CIZEK

BIDDER:

Name: Waterfront Property Services, LLC dba Gator Dredging

[Signature]
By: William Coughlin, III

Title: President

CITY OF CEDAR KEY, FLORIDA

2024

BID FORM

Bid submitted by:

Company: Civil Engineered Maintenance
Address: 1911 Blue River Rd.
City & State: Holiday, FL Zip Code: 34691
Telephone: 727-320-7313 Fax: 727-261-5134
Number of Years in Business: 5 years
E-Mail: office@cemaintenancefl.com

Total Bid Price: \$ 359,000.00

Previous experience (minimum four projects):

FDOT Contract E5V52
FDOT Contract E7N28-R0
FDOT Contract E7P18-R0
FDOT Contract E7P56-R0

Current work commitments:

FDOT Contract E7P56-R1

Evidence of proper licensing to perform required services in the State, County, and City (attach)

Evidence of Required Insurance (attach).

Witnesses:

Shelby VogelSang
Name: _____

Name: _____

BIDDER:

Name: Kenneth Wood

By: _____

Title: PRESIDENT



SHELBY L. VOGELSANG
Commission # KH 433782
Expires May 25, 2026

Restoration of slip access to a depth of -5MLW

Contact: Robert Matthes 513-295-5697

11180 9th St. E. Treasure Island, FL 33706

Restoration of slip access to a depth of -5MLW

Contact: Javier Rodriguez (727) 992 – 5980

Current work commitments:

Mariners Cove Marina-Restore Basin to -3MLW, Project estimated to start in 2025

Evidence of proper licensing to perform required services in the State, County, and City (attach)

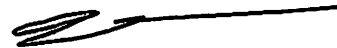
Evidence of Required Insurance (attach).

BIDDER: Name: Gulf and Bay Dredging,
LLC

By: Jake Wood

Title: Proprietor

Date: 3/6/2024

A handwritten signature in black ink, consisting of a stylized 'J' followed by a horizontal line.

CITY OF CEDAR KEY, FLORIDA

2024

BID FORM

Bid submitted by:

Company: Gulf and Bay Dredging, LLC

Address: 1510 51st St S

City & State: Gulfport, FL

Zip Code: 33707

Telephone: 727-252-9915 x3

Fax:

Number of Years in Business: Four

E-Mail: office@gulfandbaydredging.com

Total Bid Price: \$248,000

Previous experience (minimum four projects):

Salt Creek Marina, 107 15th Ave SE, St. Petersburg, FL 33701

Restoration of required depths for wet dockage areas.

Contact: Brian Ford (813)-294-9661

7025 Boca Ciega Dr. and 238 71st Ave. St Pete Beach, FL 33706

Restoration of depths to -5MLW from Municipality storm water erosion

Contact: Richard Massengale 813 - 765 – 3300

3455 Bayshore BLVD NE, St. Petersburg, FL 33703

Restoration of depths to -5MLW required for boat dockage

Contact: Steve Koch 727-365-0422

6715 Port Hudson Blvd Hudson, Florida 34667

Restoration of channel access for a Hudson Canal

Contact: Naibel Fernandez 727-967-6782

6111 PASADENA POINT BLVD, Gulfport, FL 33707

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

Submitted By: Jamie McCain/ Ron Smith

Meeting Date: 3/21/24

Subject: Cemetery Director Position

Discussion: Discuss making this a paid position.

Fiscal Impact: Paid out of Cemetery Budget

Attachments: Cemetery Directors Letter and Cemetery Budget

Possible Commission Action: Approve to move forward with Cemetery Director Position.

March 11, 2024

Dear Commissioner and Madame Mayor,

It has been nine months since I began overseeing the cemetery as the Cemetery Director. I would like to share with you what I've been doing and plans for ongoing and future projects.

Completed Projects

With the help and input from Miss Telicia, Miss Heather and Miss Jennifer we have updated and streamlined the permit process.

We have created a Cemetery Work Procedure Guideline for all work and functions within the cemetery.

I have met with the Funeral Homes and Monument Companies to go over the procedures for burials and for work within the cemetery.

I have divided the cemetery into eleven sections using natural boundaries.

All known veterans have been catalogued alphabetically and mapped by section.

I have made 204 flag holders for each veterans grave so the flags will not blow away.

Since hurrican Idalia last August I have been working with Mr Jamie in regards to tree and stump removal.

Trees have been flagged for removal. Eighty one stumps photographed with GPS coordinates and tranfered to a flash drive for Mr. Jamie and FEMA.

Ongoing Projects

Cemetery Cleanup.

Raise and lower the flag each day.

Catalogue all graves by alphabetical order.

Map all graves and vacant spaces by sections.

Meet with all parties involved with burials and oversee that the Cedar Key Cemetery Work Procedures are followed.

Present and Future Projects

Install solar light on flag pole so the flag may be flown twenty four hours a day

Install approximately twenty post at Cemetery Point Park entrance to control visitor parking.

Install speed limit and informational signs at cemetery entrance.

Extend water system to remainder of cemetery for irrigating new trees.

Replace trees that are being removed.

Repair old headstones and slabs.

Seal cracks in asphalt pavement.

Cemetery Budget

See attached budget

Administrative Fee	Monthly	\$ 520.00
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City of Cedar Key
2023 - 2024 Profit & Loss Budget vs. Actual

October 2023 through September 2024

	Oct '23 - Sep 24	Budget	\$ Over Budget	% of Budget
Income				
001 · GENERAL FUND REVENUE				
340 · Charges for Services				
343.800 · Cemetery Income				
343.820 · Burial Permits & Plots	4,275.00	9,000.00	-4,725.00	47.5%
Total 343.800 · Cemetery Income	4,275.00	9,000.00	-4,725.00	47.5%
Total 340 · Charges for Services	4,275.00	9,000.00	-4,725.00	47.5%
Total 001 · GENERAL FUND REVENUE	4,275.00	9,000.00	-4,725.00	47.5%
Total Income	4,275.00	9,000.00	-4,725.00	47.5%
Gross Profit	4,275.00	9,000.00	-4,725.00	47.5%
Expense				
GENERAL FUND EXPENSES				
530 · Physical Environment				
539.000 · Cemetery Expenses				
539.431 · Cemetery-Water	643.82	1,200.00	-556.18	53.7%
539.460 · Cemetery-Repair/Maint of Equip	285.24	1,000.00	-714.76	28.5%
539.520 · Cemetery-Operating Supplies	6,274.80	6,800.00	-525.20	92.3%
Total 539.000 · Cemetery Expenses	7,203.86	9,000.00	-1,796.14	80.0%
Total 530 · Physical Environment	7,203.86	9,000.00	-1,796.14	80.0%
Total GENERAL FUND EXPENSES	7,203.86	9,000.00	-1,796.14	80.0%
Total Expense	7,203.86	9,000.00	-1,796.14	80.0%
Net Income	-2,928.86	0.00	-2,928.86	100.0%

2:57 PM

03/12/24

City of Cedar Key
Transaction Detail By Account

Accrual Basis

October 2023 through September 2024

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
GENERAL FUND EXPENSES									
530 - Physical Environment									
539,000 - Cemetery Expenses									
539,520 - Cemetery-Operating Supplies									
Check	11/09/2023	14560	The Trophy Factory Plus Frami...	56168 10/31 up charge for Cast Plaques Prior to order c...	101.101	Oper...		25.90	25.90
Check	12/19/2023	14840	A & J Tree Service, Inc.	12/14 2 days clean up in cemetery I #235	101.101	Oper...		4,000.00	4,025.90
Check	01/08/2024	14855	Amazon Capital Services	Invoice # 13PX-DLTG-VQNL	101.101	Oper...		248.90	4,274.80
Check	01/18/2024	14864	A & J Tree Service, Inc.	Cut Down & Haul Away in Cemetery Invoice # 1205 Dat...	101.101	Oper...		2,000.00	6,274.80
Total 539,520 - Cemetery-Operating Supplies								6,274.80	6,274.80
Total 539,000 - Cemetery Expenses								6,274.80	6,274.80
Total 530 - Physical Environment								6,274.80	6,274.80
Total GENERAL FUND EXPENSES								6,274.80	6,274.80
TOTAL								6,274.80	6,274.80

The two A&J Tree Service payments are to be moved to Emergency Management therefor reducing the expenses to date. Revised total: \$274.80

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

Submitted By: Chief Edwin Jenkins

Meeting Date: 03/21/2024

Subject: CKPD Standard Operating Procedure (Agency Owned Vehicle Utilization) following subparagraph 151-3(E) as new subparagraph 151-3 (F).

Discussion: Adherence to policy & Insurance

Fiscal Impact: None

Attachments: New Policy 151-3 (F)

Possible Commission Action: Approval of new policy.

Explanation: This policy includes requirements of the CK City Insurance Policy for coverage of owned vehicles used by officers to commute home. Conditions to coverage of Take Home Vehicles are the existence of an official take home vehicle "policy," and an official record of each officer and the VIN of the vehicle assigned to him/her. Deviations or personal errands are not covered nor are acts done in bad faith, with malicious intent, or with wanton or willful disregard of human rights, safety or property..." We have included a requirement mandating personal auto insurance coverage to protect and limit the City from "some" exposure from liability falling outside the scope of the City's insurance coverage. The City Clerk is verifying that Cedar Key's current policy includes the take home vehicle endorsement.

Information to be added to this policy: the distance Take Home Vehicles can be taken, and the minimum required insurance coverage in officer should carry in their personal policy.

Location of Policy: This new sub-paragraph shall be added to the end of section 151-3 (Cedar Key Police Department Standard Operating Procedure – Agency Owned Vehicle Utilization) following subparagraph 151-3 (E) as new subparagraph 151-3(F).

New Policy: 151-3 (F): Take Home Vehicle Policy

Notwithstanding Paragraph 151-3(E) above, in the sole discretion of the Chief of Police and dependent upon the availability of vehicles, officers may be granted permission to drive their assigned vehicles ("Take Home Vehicle") home, or to another commute location approved by the Chief of Police, provided the commute is no farther than _____ miles one way from Cedar Key. Said permission must be granted in a writing signed by the Chief of Policy and acknowledged by the officer ("Authorization") on a calendar year basis, unless or until permission is terminated as set forth herein. Said Authorization shall also include the vehicle identification number (VIN) of the Take Home Vehicle assigned to the officer. If the officer changes or is assigned a new Take Home Vehicle, a new Authorization must be completed and signed before the vehicle is driven out of City limits. Except in true emergency situations, officers shall not use their Take Home Vehicles for personal use when outside City limits other than for a direct commute home and back. Prohibited activities include but are not limited to running errands, making other stops on the way home, or allowing passengers in the vehicle, etc. In addition, officers must comply with all other Cedar Key Police Department policies and procedures while operating the Take Home Vehicle during their commute, and while it is parked outside City limits. The assignment of a Take Home Vehicle is not a right, but a discretionary privilege that can be terminated at any time, with or without cause, in the sole discretion of the Chief of Police. Any officer granted a Take Home Vehicle pursuant to this paragraph shall maintain personal auto insurance coverage in the amounts of [specify minimum coverage amount]_____. Proof of such coverage shall be provided to the City and automatically kept current by the officer.

SAMPLE/DRAFT ATHORIZATION:

TAKE HOME VEHICLE AUTHORIZATION AND ACKNOWLEDGEMENT FORM

CITY OF CEDAR KEY POLICE DEPARTMENT

CALENDAR YEAR: _____

NAME AND BADGE NUMBER OF OFFICER: _____

VEHICLE IDENTIFICATION NUMBER OF TAKE HOME VEHICLE: _____

PERMISSION GRANTED:

UNLESS OR UNTIL TERMINATED BY CHIEF: _____

ONE-TIME OR LIMITED USE: _____ EXPIRATION DATE OF LIMITED USE: _____

DESCRIPTION OF PURPOSE FOR LIMITED USE: _____

PROOF OF VALID PERSONAL INSURANCE RECEIVED BY CITY AND CURRENT: _____

DATE OF INSURANCE RENEWAL: _____

I HAVE READ, UNDERSTAND AND AGREE TO STRICTLY ABIDE BY POLICY 151-3(F), SET FORTH IN ITS ENTIRETY BELOW, AND ALL OTHER CITY OF CEDAR KEY POLICIES AND PROCEDURES AT ALL TIMES.

OFFICER'S SIGNATURE

DATE:

AUTHORIZATION GRANTED AND APPROVED BY:

CHIEF OF POLICY, CITY OF CEDAR KEY

DATE

COPY OF POLICY PARAGRAPH SHOULD BE ADDED AT END OF FORM.

RESOLUTION NO. 478
CITY BUDGET AMENDMENT NO. 2023-02

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF CEDAR KEY, FLORIDA AMENDING THE 2022-
2023 BUDGET**

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

WHEREAS, Fla. Stat. 166.241(4) allows a municipal governing body to amend its budget in a manner which does not change the total budgeted appropriations of a fund;

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

1. The budget for the City for the fiscal year 2022-2023 is hereby amended as set forth in Exhibit "A", attached.

2. The City Clerk shall post this adopted amendment on the City's official website within 5 days after its adoption, as required by Fla. Stat. §166.241(5).

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

ATTEST:

CITY OF CEDAR KEY, FLORIDA,

Jennifer Sylvester, Acting City Clerk

Sue Colson, Mayor

LEGAL REVIEW:

Norm D. Fugate, City Attorney

Budget Transfer

Account	Budget	Amendment	Final Budget
314.800 · Utility Service Tax - Propane	-	10,840.00	10,840.00
314.900 · Utility Services Other	7,688.09	(7,688.09)	-
316.100 · Collected Business Tax Receipt	7,000.00	646.00	7,646.00
322.100 · Building Permits	35,000.00	15,732.00	50,732.00
322.101 · Sign Permits	200.00	40.00	240.00
322.102 · Dog Dining Permits	100.00	(100.00)	-
322.103 · Tree Permits	6,500.00	1,781.00	8,281.00
322.104 · Business Permits	1,000.00	(750.00)	250.00
322.105 · Fire Inspection Fee	1,575.00	(1,125.00)	450.00
322.107 · Other (Fence/Driveway)	1,000.00	(1,000.00)	-
322.108 · Passenger Transportation Permit	-	100.00	100.00
323.100 · Franchise Fees Electricity	55,000.00	4,550.00	59,550.00
331.500 · Fed Grant FEMA	-	494,734.00	494,734.00
331.712 · FRDAP-5 Cem. Pt. Park	50,000.00	(50,000.00)	-
331.713 · Resilient Grant	185,000.00	(185,000.00)	-
331.714 · DOF Grant - Police Vest	4,470.00	(4,470.00)	-
334.202 · VFA Fire Grant FL Dept of Ag	-	23,283.56	23,283.56
343.401 · Garbage/WD	114,554.88	14,672.74	129,227.62
343.820 · Burial Permits & Plots	9,575.00	2,561.78	12,136.78
347.205 · Events- Community Center	5,000.00	5,590.00	10,590.00
347.507 · Marina Credit Cards	75,000.00	15,835.00	90,835.00
347.520 · Marina Kiosk/ Beach Rental	14,000.00	787.74	14,787.74
347.521 · Marina Slip Rental	9,000.00	1,267.26	10,267.26
347.522 · Marina Sales Tax	9,000.00	1,506.83	10,506.83
347.540 · Marina Passes- Annual	15,500.00	(3,788.16)	11,711.84
347.545 · Marina Passes Resident	6,000.00	1,840.79	7,840.79
347.546 · Marina Meter	15,000.00	(578.85)	14,421.15
347.547 · Marina Passes- Commercial	500.00	(500.00)	-
347.548 · Marina- Kiosk/ Beach Water Fee	600.00	45.72	645.72
347.549 · Marina- Kiosk/ Beach Electric	400.00	71.32	471.32
354.000 · City Parking Fines-Local Ord	12,000.00	14,621.50	26,621.50
361.100 · Interest	500.00	(348.25)	151.75
362.000 · Chamber Rent	3,000.00	(3,000.00)	-
365.000 · Sale of Surplus Property	500.00	(500.00)	-
366.150 · Fire Rescue Donations	-	17,500.00	17,500.00
366.200 · Children's Holiday Donations	-	300.00	300.00
369.900 · Refund School Crossing Guard	2,662.16	927.49	3,589.65
369.910 · Insurance Refunds & Credits	-	1,122.90	1,122.90
369.920 · Other Misc Revenue	-	692.14	692.14
369.950 · Discounts Earned	-	418.53	418.53
369.960 · Capital Credit Refund	-	985.29	985.29
381.911 · Into GF from CRA	-	26,552.00	26,552.00
389.001 · Covid-19 Relief Funds Rollover	271,114.00	(255,114.00)	16,000.00

389.000 · Budget Carry Over - Other	315,828.77	(145,043.25)	170,785.52
Revenue Totals	1,234,267.90	0.00	1,234,267.90
511.210 · Commission-FICA Taxes	1,845.18	210.50	2,055.68
511.240 · Commission-W/C Insurance	400.00	113.47	513.47
511.310 · Elections	3,300.00	(3,156.04)	143.96
513.110 · Clerk-Salary	52,500.00	(16,630.00)	35,870.00
513.121 · Clerk-Reception Salary	39,000.00	1,830.00	40,830.00
513.240 · Clerk-W/C Insurance	1,500.00	(159.20)	1,340.80
513.320 · Auditing & Accounting	30,000.00	5,000.00	35,000.00
513.325 · Outside Accounting Services	18,000.00	2,860.00	20,860.00
513.341 · Clerk-IT Services	13,000.00	5,025.00	18,025.00
513.410 · City Hall-Phone	6,500.00	(3,420.00)	3,080.00
513.420 · Clerk-Postage	8,500.00	(7,546.00)	954.00
513.430 · City Hall-Electric	2,000.00	230.00	2,230.00
513.431 · City Hall-Water	400.00	615.00	1,015.00
513.440 · Clerk-Computer/Printing/Equip	1,500.00	7,785.00	9,285.00
513.455 · City Hall-Property Insurance	3,300.00	850.00	4,150.00
513.460 · City Hall-Repair & Maint.	2,500.00	(1,568.00)	932.00
513.461 · City Hall-Bldg Repair	7,500.00	(7,500.00)	-
513.492 · City Hall-Holiday Expenses	5,000.00	(3,078.00)	1,922.00
513.494 · City Hall-UV Lighting	1,200.00	(1,200.00)	-
513.495 · City Hall-Merchant Fees	100.00	75.00	175.00
513.510 · Clerk-Office Supplies	7,911.34	(1,187.00)	6,724.34
513.512 · Clerk-Bank Fees	-	30.00	30.00
514.332 · Hearing Officer & Exp	1,000.00	(1,000.00)	-
515.480 · CRS - Public Outreach	5,000.00	(5,000.00)	-
519.220 · PWD-Retirement	13,090.00	130.00	13,220.00
519.410 · PWD- Phone	750.00	361.75	1,111.75
519.460 · PWD-Equip & Maintenance	10,000.00	244.62	10,244.62
521.121 · Police Salary #3	40,500.00	1,170.00	41,670.00
521.122 · Police Salary #4	36,500.00	15,865.00	52,365.00
521.123 · Extra Police Salary	32,000.00	(26,100.00)	5,900.00
521.124 · Extra Police-No FRS	7,500.00	13,525.00	21,025.00
521.125 · Police-Crossing Guard	3,000.00	540.00	3,540.00
521.211 · Police- Cross Guard-FICA Taxes	230.00	65.00	295.00
521.231 · Police-Life Insurance	360.00	33.17	393.17
521.456 · Police-AD+D Police Insurance	540.00	11.98	551.98
521.490 · Police-Miscellaneous	3,000.00	1,441.19	4,441.19
521.495 · Police-Merchant Fees	-	166.07	166.07
521.567 · Police-Police Crime Insurance	4,300.00	904.79	5,204.79
524.140 · Bldg Dept- Admin Overtime	1,500.00	270.00	1,770.00
524.220 · Bldg Dept-Retirement	4,465.60	205.00	4,670.60
524.233 · Bldg Dept-Dental	78.60	170.00	248.60

524.312 · Bldg Dept-Fire Inspection	300.00	825.00	1,125.00
524.313 · Bldg Dept-Bldg Insp Contract	-	7,750.00	7,750.00
524.491 · Bldg Dept- Radon Surcharge	-	705.00	705.00
524.495 · Bldg Dept-Merchant Fees	200.00	280.00	480.00
524.525 · Bldg Dept-Software	27,000.00	(18,750.00)	8,250.00
525.462 · Emergency Mgmt Repairs Mnt	10,000.00	1,880.00	11,880.00
534.420 · Garbage Billing Svcs	5,000.00	(2,500.00)	2,500.00
534.430 · Garbage Monthly Collection	236,924.60	(48,000.00)	188,924.60
534.432 · Yard Debris Monthly	22,066.20	5,100.00	27,166.20
534.435 · Storm Debris Removal	-	455,000.00	455,000.00
534.491 · Bad Debt Expense	-	-	-
534.495 · Garbage Merchant Fees	-	74.71	74.71
539.431 · Cemetery-Water	1,000.00	225.00	1,225.00
539.634 · Cemetery Park - FRDAP Grant	50,000.00	(50,000.00)	-
541.460 · Streets-ROW Maintenance	10,000.00	3,800.00	13,800.00
541.461 · PWD-Storm Pipe Cleaning	-	27,500.00	27,500.00
541.630 · Streets-Capital Outlay (Infras)	-	26,552.00	26,552.00
571.340 · Library Cleaning	190.00	30.00	220.00
571.430 · Library Electric	3,000.00	775.00	3,775.00
571.455 · Library-Property Insurance	4,000.00	2,160.00	6,160.00
572.495 · CCP-Merchant Fees	-	10.00	10.00
572.630 · Cemetery Capital Outlay	-	7,529.00	7,529.00
573.410 · CC-Phone & Internet	2,800.00	3,025.00	5,825.00
573.432 · CC-Gas	150.00	325.00	475.00
573.455 · CC-Property Insurance	4,500.00	1,750.00	6,250.00
575.210 · Marina FICA Taxes	2,008.74	275.00	2,283.74
575.430 · Marina Electric	500.00	35.00	535.00
575.432 · Park Electric Fuel Tank	200.00	250.00	450.00
575.433 · Marina- Electric Bathrooms	650.00	100.00	750.00
575.435 · Marina-Water	2,500.00	3,500.00	6,000.00
575.450 · Marina Insurance	6,000.00	550.00	6,550.00
575.455 · Park-Playground Property Ins.	500.00	50.00	550.00
575.456 · Park-Pavil & Rest Property Ins.	2,300.00	200.00	2,500.00
575.460 · Marina Equipment Repair	2,000.00	2,800.00	4,800.00
575.463 · Coastal Cleanup	300.00	50.00	350.00
575.464 · Park-Repair & Maint	2,000.00	15,000.00	17,000.00
575.491 · Marina Sales Tax	9,500.00	1,600.00	11,100.00
575.495 · Marina Merchant Fees	3,400.00	1,000.00	4,400.00
575.526 · Heritage Trees	6,500.00	2,650.00	9,150.00
575.528 · Park-Operating Supplies	6,500.00	600.00	7,100.00
575.632 · FRDAP- 3 Expense	50,000.00	(50,000.00)	-
575.633 · FRDAP-4 Exp - City Park A22020	-	50,000.00	50,000.00
576.490 · Event Refunds	5,500.00	3,000.00	8,500.00
576.492 · Event - Community Visioning	-	200.00	200.00

579.455 · Creswell-Property Insurance	1,200.00	25.00	1,225.00
590.990 · Resilient Grant Project	185,000.00	(185,000.00)	-
590.991 · ARPA Expenditures (22-23 Funds)	180,307.00	(164,307.00)	16,000.00
590.992 · ARPA Expenditures (21-22 Funds)	90,807.00	(90,807.00)	-
Expense Totals	1,304,574.26	(0.00)	1,304,574.26

CRA Budget Transfer

Account	Budget	Amendment	Final Budget
581.910 - CRA to General Fund	-	26,552.00	26,552.00
517.719 - Bond Payments Principal	578,963.78	500.00	579,463.78
517.729 - Bond Payments Interest	189,710.72	500.00	190,210.72
Contingency For Future Projects	228,002.50	(27,552.00)	200,450.50
Totals	996,677.00	-	996,677.00

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
001 · GENERAL FUND REVENUE				
310 · Taxes				
311.000 · Ad Valorem Taxes	857,468.70	886,006.00	-28,537.30	96.78%
311.100 · Ad Val Tax Delinquent/Int	251.65	600.00	-348.35	41.94%
311.101 · Non Ad Valorem-Solid Waste	136,605.34	144,435.92	-7,830.58	94.58%
312.410 · Local Option Fuel Tax	9,645.30	9,046.00	599.30	106.63%
312.600 · Local Gvt Infra Surtax	93,646.11	63,968.00	29,678.11	146.4%
314.100 · Utility Services Electricity	105,087.68	84,000.00	21,087.68	125.1%
314.800 · Utility Service Tax - Propane	10,837.90			
314.900 · Utility Services Other	0.00	7,688.09	-7,688.09	0.0%
315.100 · Communications Service Tax	14,105.18	10,801.00	3,304.18	130.59%
316.000 · Business Tax Receipts				
316.100 · Collected Business Tax Receipt	7,645.44	7,000.00	645.44	109.22%
Total 316.000 · Business Tax Receipts	<u>7,645.44</u>	<u>7,000.00</u>	<u>645.44</u>	<u>109.22%</u>
Total 310 · Taxes	<u>1,235,293.30</u>	<u>1,213,545.01</u>	<u>21,748.29</u>	<u>101.79%</u>
322 · Building Dept. Permits				
322.100 · Building Permits	50,731.37	35,000.00	15,731.37	144.95%
322.101 · Sign Permits	240.00	200.00	40.00	120.0%
322.102 · Dog Dining Permits	0.00	100.00	-100.00	0.0%
322.103 · Tree Permits	8,281.00	6,500.00	1,781.00	127.4%
322.104 · Business Permits	250.00	1,000.00	-750.00	25.0%
322.105 · Fire Inspection Fee	450.00	1,575.00	-1,125.00	28.57%
322.107 · Other (Fence/Driveway)	0.00	1,000.00	-1,000.00	0.0%
322.108 · Passenger Transportation Permit	100.00	0.00	100.00	100.0%
Total 322 · Building Dept. Permits	<u>60,052.37</u>	<u>45,375.00</u>	<u>14,677.37</u>	<u>132.35%</u>
323 · Franchise Fees				
323.100 · Franchise Fees Electricity	59,548.20	55,000.00	4,548.20	108.27%
Total 323 · Franchise Fees	<u>59,548.20</u>	<u>55,000.00</u>	<u>4,548.20</u>	<u>108.27%</u>
330 · Intergovernmental Revenues				

City of Cedar Key
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October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
331.500 · Fed Grant FEMA	494,736.51			
331.711 · FRDAP-4 City Park A22020	50,000.00	50,000.00	0.00	100.0%
331.712 · FRDAP-5 Cem. Pt. Park	0.00	50,000.00	-50,000.00	0.0%
331.713 · Resilient Grant	0.00	185,000.00	-185,000.00	0.0%
331.714 · DOF Grant - Police Vest	-4,470.00	4,470.00	-8,940.00	-100.0%
334.202 · VFA Fire Grant FL Dept of Ag	23,284.56	0.00	23,284.56	100.0%
335.120 · State Revenue Sharing Proceeds	28,761.65	28,102.00	659.65	102.35%
335.140 · State Rev Mobile Home License	235.25	175.00	60.25	134.43%
335.150 · State Rev Alcohol Bev License	4,188.03	1,500.00	2,688.03	279.2%
335.180 · State Rev 1/2 Cents Sales Tax	46,784.82	39,828.00	6,956.82	117.47%
Total 330 · Intergovernmental Revenues	643,520.82	359,075.00	284,445.82	179.22%
340 · Charges for Services				
341.900 · Charges & Fees				
341.910 · Special Actions Other Charges	5,013.90	5,000.00	13.90	100.28%
341.920 · Copies Other Charges	117.85	200.00	-82.15	58.93%
341.930 · Fax Other Charges	173.00	75.00	98.00	230.67%
341.940 · Filing Fees Other Charges	1,375.51	800.00	575.51	171.94%
341.950 · Fees- Late and Double Permit	1,162.00	1,400.00	-238.00	83.0%
341.900 · Charges & Fees - Other	467.59	1,000.00	-532.41	46.76%
Total 341.900 · Charges & Fees	8,309.85	8,475.00	-165.15	98.05%
342.200 · Fire Protection Services	131,429.00	131,429.00	0.00	100.0%
343.400 · Garbage Services				
343.401 · Garbage/WD	129,228.75	114,554.88	14,673.87	112.81%
343.420 · Garbage Orange Bags	140.00	295.18	-155.18	47.43%
343.430 · in Garbage from Other Accounts	0.00	2,700.00	-2,700.00	0.0%
Total 343.400 · Garbage Services	129,368.75	117,550.06	11,818.69	110.05%
343.800 · Cemetery Income				
343.820 · Burial Permits & Plots	12,138.05	9,575.00	2,563.05	126.77%
Total 343.800 · Cemetery Income	12,138.05	9,575.00	2,563.05	126.77%
347.200 · Events Revenue				

City of Cedar Key
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October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
347.202 · Event Permit Deposits	4,550.00	5,000.00	-450.00	91.0%
347.203 · Events- Library Income	200.00	150.00	50.00	133.33%
347.204 · Events- Parks	1,440.00	1,800.00	-360.00	80.0%
347.205 · Events- Community Center	10,589.00	5,000.00	5,589.00	211.78%
347.206 · Events- Festival Parking	1,000.00	200.00	800.00	500.0%
347.207 · Events- Taxes	582.00	500.00	82.00	116.4%
347.208 · Events- Marina	0.00	50.00	-50.00	0.0%
Total 347.200 · Events Revenue	18,361.00	12,700.00	5,661.00	144.58%
347.500 · Marina Income				
347.507 · Marina Credit Cards	90,833.98	75,000.00	15,833.98	121.11%
347.520 · Marina Kiosk/ Beach Rental	14,788.80	14,000.00	788.80	105.63%
347.521 · Marina Slip Rental	10,268.40	9,000.00	1,268.40	114.09%
347.522 · Marina Sales Tax	10,508.00	9,000.00	1,508.00	116.76%
347.540 · Marina Passes- Annual	11,712.60	15,500.00	-3,787.40	75.57%
347.545 · Marina Passes Resident	7,842.10	6,000.00	1,842.10	130.7%
347.546 · Marina Meter	14,422.11	15,000.00	-577.89	96.15%
347.547 · Marina Passes- Commercial	0.00	500.00	-500.00	0.0%
347.548 · Marina- Kiosk/ Beach Water Fee	646.80	600.00	46.80	107.8%
347.549 · Marina- Kiosk/ Beach Electric	472.50	400.00	72.50	118.13%
Total 347.500 · Marina Income	161,495.29	145,000.00	16,495.29	111.38%
Total 340 · Charges for Services	461,101.94	424,729.06	36,372.88	108.56%
350 · Fines and Forfeitures				
351.900 · County Fines & Forfeitures	758.37	800.00	-41.63	94.8%
354.000 · City Parking Fines-Local Ord	26,621.50	12,000.00	14,621.50	221.85%
Total 350 · Fines and Forfeitures	27,379.87	12,800.00	14,579.87	213.91%
360 · Other Miscellaneous Revenues				
361.100 · Interest	152.05	500.00	-347.95	30.41%
362.000 · Chamber Rent	0.00	3,000.00	-3,000.00	0.0%
362.100 · Cell Tower Lease	24,629.85	16,984.00	7,645.85	145.02%
365.000 · Sale of Surplus Property	0.00	500.00	-500.00	0.0%

City of Cedar Key
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October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
366.000 · Donations				
366.150 · Fire Rescue Donations	17,500.00	0.00	17,500.00	100.0%
366.200 · Children's Holiday Donations	300.00	0.00	300.00	100.0%
366.300 · Summer Youth Sponsorships	1,268.48	0.00	1,268.48	100.0%
366.400 · Summer Youth Donations	4,115.00	1,000.00	3,115.00	411.5%
Total 366.000 · Donations	23,183.48	1,000.00	22,183.48	2,318.35%
369.900 · Refund School Crossing Guard	3,591.00	2,662.16	928.84	134.89%
369.910 · Insurance Refunds & Credits	1,123.90	0.00	1,123.90	100.0%
369.920 · Other Misc Revenue	693.14	0.00	693.14	100.0%
369.950 · Discounts Earned	419.53	0.00	419.53	100.0%
369.960 · Capital Credit Refund	985.29			
Total 360 · Other Miscellaneous Revenues	54,778.24	24,646.16	30,132.08	222.26%
380 · Non-Operating Revenues				
381.911 · Into GF from CRA	26,552.00			
Total 380 · Non-Operating Revenues	26,552.00	0.00	26,552.00	100.0%
389 · Budget Carry Over				
389.001 · Covid-19 Relief Funds Rollover	0.00	271,114.00	-271,114.00	0.0%
389.002 · Fire Budget Rollover	0.00	60,000.00	-60,000.00	0.0%
389.003 · Capital Outlay Carryover	0.00	20,000.00	-20,000.00	0.0%
389 · Budget Carry Over - Other	0.00	315,828.77	-315,828.77	0.0%
Total 389 · Budget Carry Over	0.00	666,942.77	-666,942.77	0.0%
Total 001 · GENERAL FUND REVENUE	2,568,226.74	2,802,113.00	-233,886.26	91.65%
101 · CRA FUND REVENUE				
311.200 · CRA Ad Valorem Taxes				
311.201 · CRA-Taxes Levy	920,098.69	0.00	920,098.69	100.0%
Total 311.200 · CRA Ad Valorem Taxes	920,098.69	0.00	920,098.69	100.0%
361.102 · CRA Misc & Interest	481.24			
381.919 · CRA-Taxes City (Transfers In)	76,578.00			
Total 101 · CRA FUND REVENUE	997,157.93	0.00	997,157.93	100.0%
Total Income	3,565,384.67	2,802,113.00	763,271.67	127.24%

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
Gross Profit	3,565,384.67	2,802,113.00	763,271.67	127.24%
Expense				
GENERAL FUND EXPENSES				
510 · General Government				
511.000 · Legislative				
511.110 · Commission-Salary	24,119.99	24,120.00	-0.01	100.0%
511.210 · Commission-FICA Taxes	2,056.79	1,845.18	211.61	111.47%
511.240 · Commission-W/C Insurance	514.76	400.00	114.76	128.69%
511.310 · Elections	144.00	3,300.00	-3,156.00	4.36%
Total 511.000 · Legislative	26,835.54	29,665.18	-2,829.64	90.46%
513.000 · Executive (Fin & Admin)				
513.110 · Clerk-Salary	35,867.46	52,500.00	-16,632.54	68.32%
513.120 · Clerk- Office/Billing Ck	41,943.64	42,500.00	-556.36	98.69%
513.121 · Clerk-Reception Salary	40,826.88	39,000.00	1,826.88	104.68%
513.141 · Clerk-Off/Bill Clerk OT	4,653.81	5,000.00	-346.19	93.08%
513.210 · Clerk-FICA Taxes	9,939.82	10,442.25	-502.43	95.19%
513.214 · Clerk-Training	45.00	1,000.00	-955.00	4.5%
513.215 · Clerk-Records Management	1,766.00	2,500.00	-734.00	70.64%
513.220 · Clerk-Retirement	5,261.82	8,317.00	-3,055.18	63.27%
513.231 · Clerk-Life Insurance	299.80	360.00	-60.20	83.28%
513.232 · Clerk-Health Insurance	18,715.62	20,073.60	-1,357.98	93.24%
513.233 · Clerk-Dental Insurance	494.34	839.76	-345.42	58.87%
513.234 · Clerk - Vision Insurance	109.78	157.20	-47.42	69.84%
513.240 · Clerk-W/C Insurance	545.06	1,500.00	-954.94	36.34%
513.250 · City Unemployment Fee	719.43	900.00	-180.57	79.94%
513.310 · Clerk-Physicals/Drug Tests	33.25	100.00	-66.75	33.25%
513.320 · Auditing & Accounting	34,995.00	30,000.00	4,995.00	116.65%
513.325 · Outside Accounting Services	20,859.47	18,000.00	2,859.47	115.89%
513.340 · City Hall-Cleaning	140.00	280.00	-140.00	50.0%
513.341 · Clerk-IT Services	18,012.61	13,000.00	5,012.61	138.56%

City of Cedar Key
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October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
513.410 · City Hall-Phone	3,083.82	6,500.00	-3,416.18	47.44%
513.420 · Clerk-Postage	953.45	8,500.00	-7,546.55	11.22%
513.430 · City Hall-Electric	2,229.13	2,000.00	229.13	111.46%
513.431 · City Hall-Water	1,013.09	400.00	613.09	253.27%
513.440 · Clerk-Computer/Printing/Equip	9,281.03	1,500.00	7,781.03	618.74%
513.450 · City-Hall-General Liability	17,423.44	18,000.00	-576.56	96.8%
513.451 · City Hall-Public Off. Liability	9,036.72	10,000.00	-963.28	90.37%
513.455 · City Hall-Property Insurance	4,146.20	3,300.00	846.20	125.64%
513.460 · City Hall-Repair & Maint.	931.41	2,500.00	-1,568.59	37.26%
513.461 · City Hall-Bldg Repair	0.00	7,500.00	-7,500.00	0.0%
513.470 · City Hall-Copier	1,584.78	2,000.00	-415.22	79.24%
513.480 · Clerk-Advertising	1,442.12	2,000.00	-557.88	72.11%
513.490 · City Hall-Misc Expense	1,434.34	2,000.00	-565.66	71.72%
513.492 · City Hall-Holiday Expenses	1,921.64	5,000.00	-3,078.36	38.43%
513.494 · City Hall-UV Lighting	0.00	1,200.00	-1,200.00	0.0%
513.495 · City Hall-Merchant Fees	171.54	100.00	71.54	171.54%
513.510 · Clerk-Office Supplies	6,724.28	7,911.34	-1,187.06	85.0%
513.512 · Clerk-Bank Fees	28.00	0.00	28.00	100.0%
513.540 · Clerk-Education & Dues	1,982.89	2,500.00	-517.11	79.32%
513.630 · City Hall- Capital Outlay	26,481.55	26,481.55	0.00	100.0%
Total 513.000 · Executive (Fin & Admin)	325,098.22	355,862.70	-30,764.48	91.36%
514.000 · Legal Counsel				
514.310 · City Attorney Fees	60,000.00	60,000.00	0.00	100.0%
514.332 · Hearing Officer & Exp	0.00	1,000.00	-1,000.00	0.0%
Total 514.000 · Legal Counsel	60,000.00	61,000.00	-1,000.00	98.36%
515.000 · CRS - Public Outreach				
515.480 · CRS - Public Outreach	0.00	5,000.00	-5,000.00	0.0%
Total 515.000 · CRS - Public Outreach	0.00	5,000.00	-5,000.00	0.0%
519.000 · Public Works Department				
519.110 · PWD-Director	52,000.00	52,000.00	0.00	100.0%

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	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
519.120 · PWD-Crew Chief	47,840.00	47,840.00	0.00	100.0%
519.121 · PWD-Crewman 1	40,500.00	40,500.00	0.00	100.0%
519.140 · Overtime-Public Works	2,979.15	3,000.00	-20.85	99.31%
519.210 · PWD-FICA Taxes	10,845.71	10,786.50	59.21	100.55%
519.220 · PWD-Retirement	13,219.44	13,090.00	129.44	100.99%
519.231 · PWD-Life Insurance	265.00	300.00	-35.00	88.33%
519.232 · PWD-Health Insurance	28,437.60	30,110.10	-1,672.50	94.45%
519.233 · PWD-Dental Insurance	741.51	1,259.64	-518.13	58.87%
519.234 · PWD - Vision Insurance	164.67	235.80	-71.13	69.84%
519.240 · PWD-W/C Insurance	9,790.53	10,000.00	-209.47	97.91%
519.310 · PWD-Physicals/Drug Tests	0.00	100.00	-100.00	0.0%
519.410 · PWD- Phone	1,113.23	750.00	363.23	148.43%
519.455 · PWD-Prop. Ins. Maint Bld & Shed	996.60	900.00	96.60	110.73%
519.459 · PWD-Vehicle Insurance	722.24	2,000.00	-1,277.76	36.11%
519.460 · PWD-Equip & Maintenance	10,245.64	10,000.00	245.64	102.46%
519.465 · PWD-Vehicle Maintenance	3,945.07	5,000.00	-1,054.93	78.9%
519.520 · PWD-Operating Supplies & Equip	8,708.21	10,000.00	-1,291.79	87.08%
519.521 · PWD - Fuel	5,893.65	6,000.00	-106.35	98.23%
519.523 · PWD-Uniforms	262.50	1,500.00	-1,237.50	17.5%
519.525 · PWD - Computer Software	0.00	3,000.00	-3,000.00	0.0%
Total 519.000 · Public Works Department	238,670.75	248,372.04	-9,701.29	96.09%
Total 510 · General Government	650,604.51	699,899.92	-49,295.41	92.96%
520 · Public Safety				
521.000 · Police Department				
521.110 · Police Chief Salary	65,000.00	65,000.00	0.00	100.0%
521.120 · Police Salary #2	20,898.90	45,000.00	-24,101.10	46.44%
521.121 · Police Salary #3	41,669.87	40,500.00	1,169.87	102.89%
521.122 · Police Salary #4	52,363.46	36,500.00	15,863.46	143.46%
521.123 · Extra Police Salary	5,877.20	32,000.00	-26,122.80	18.37%
521.124 · Extra Police-No FRS	21,012.10	7,500.00	13,512.10	280.16%

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	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
521.125 · Police-Crossing Guard	3,536.90	3,000.00	536.90	117.9%
521.140 · Police-Overtime	6,553.53	10,000.00	-3,446.47	65.54%
521.150 · Police-Special Pay				
521.151 · Police- Incentive Pay	1,066.14	4,200.00	-3,133.86	25.38%
Total 521.150 · Police-Special Pay	1,066.14	4,200.00	-3,133.86	25.38%
521.210 · Police-FICA Taxes	16,605.06	18,413.55	-1,808.49	90.18%
521.211 · Police- Cross Guard-FICA Taxes	292.16	230.00	62.16	127.03%
521.220 · Police-Retirement	51,559.50	64,899.56	-13,340.06	79.45%
521.230 · Police -Life & Health Insurance				
521.231 · Police-Life Insurance	394.27	360.00	34.27	109.52%
521.232 · Police-Health Insurance	26,458.12	40,147.20	-13,689.08	65.9%
521.233 · Police-Dental Insurance	730.09	1,259.64	-529.55	57.96%
521.234 · Police - Vision Insurance	158.02	360.00	-201.98	43.89%
Total 521.230 · Police -Life & Health Insurance	27,740.50	42,126.84	-14,386.34	65.85%
521.240 · Police-W/C Insurance	5,910.62	7,000.00	-1,089.38	84.44%
521.310 · Police-Phys/DrugTest/Bkground	579.62	2,000.00	-1,420.38	28.98%
521.410 · Police- Phone	3,711.28	4,000.00	-288.72	92.78%
521.450 · Police-Liability Insurance	14,458.80			
521.456 · Police-AD+D Police Insurance	553.00	540.00	13.00	102.41%
521.459 · Police-Vehicle Insurance	1,242.16	2,200.00	-957.84	56.46%
521.460 · Police-Equip Repair	2,791.77	0.00	2,791.77	100.0%
521.465 · Police-Vehicle Maintenance	5,643.06	11,000.00	-5,356.94	51.3%
521.490 · Police-Miscellaneous	4,442.67	3,000.00	1,442.67	148.09%
521.495 · Police-Merchant Fees	167.07	0.00	167.07	100.0%
521.520 · Police-Operating Supplies	278.88	3,000.00	-2,721.12	9.3%
521.521 · Police-Fuel	18,312.38	20,000.00	-1,687.62	91.56%
521.525 · Police-Uniforms	7,028.14	10,000.00	-2,971.86	70.28%
521.550 · Police-Education & Training	5,792.93	8,000.00	-2,207.07	72.41%
521.567 · Police-Police Crime Insurance	5,206.00	4,300.00	906.00	121.07%
521.630 · Police-Capital Outlay-Equipment	7,050.00	21,520.00	-14,470.00	32.76%

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	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
Total 521.000 · Police Department	397,343.70	465,929.95	-68,586.25	85.28%
522.000 · Fire Department				
522.110 · Fire Chief Salary	68,037.75	68,200.00	-162.25	99.76%
522.120 · Fire Fighter II Salary	14,925.05	42,500.00	-27,574.95	35.12%
522.130 · Fire-Shift Work Salary	128.00	2,000.00	-1,872.00	6.4%
522.150 · Fire-Call Out Fees Bonus	12,340.00	12,000.00	340.00	102.83%
522.210 · Fire-FICA Taxes	6,972.15	9,539.55	-2,567.40	73.09%
522.220 · Fire Retirement	17,735.35	16,605.00	1,130.35	106.81%
522.230 · Fire- Life & Health Insurance				
522.231 · Fire-Life Insurance	132.00	240.00	-108.00	55.0%
522.232 · Fire-Health Insurance	9,739.50	20,073.60	-10,334.10	48.52%
522.233 · Fire-Dental Insurance	264.27	839.76	-575.49	31.47%
522.234 · Fire - Vision Insurance	55.71	157.20	-101.49	35.44%
Total 522.230 · Fire- Life & Health Insurance	10,191.48	21,310.56	-11,119.08	47.82%
522.240 · Fire-W/C Insurance	3,639.25	3,500.00	139.25	103.98%
522.310 · Fire-Physical/Drug Tests	396.05	1,000.00	-603.95	39.61%
522.410 · Fire-Phone	1,919.68	1,436.00	483.68	133.68%
522.411 · Fire-Radio Rep User Fee	524.91	500.00	24.91	104.98%
522.430 · Fire- Electric	2,961.76	2,000.00	961.76	148.09%
522.431 · Fire-Water	647.40	600.00	47.40	107.9%
522.455 · Fire-Property Liability Insur	4,788.00	6,200.00	-1,412.00	77.23%
522.456 · Fire-Accident Sick Ins AD&D	1,385.00	1,550.00	-165.00	89.36%
522.459 · Fire-Vehicle Insurance	8,619.08	6,900.00	1,719.08	124.91%
522.461 · Fire-Bldg Repair	5,953.37	1,000.00	4,953.37	595.34%
522.465 · Fire-Vehicle Mainenance	17,303.35	10,000.00	7,303.35	173.03%
522.492 · Fire - Donation Expenses	11,422.25	0.00	11,422.25	100.0%
522.500 · Fire-Supplies/Equip/Other Rep	5,994.42	4,500.00	1,494.42	133.21%
522.510 · Fire-Office Supplies	619.77	800.00	-180.23	77.47%
522.520 · Fire-Operating Supplies& Equip	10,870.88	13,000.00	-2,129.12	83.62%
522.521 · Fire-Fuel	4,645.70	3,200.00	1,445.70	145.18%

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
522.550 · Fire-Education & Training	494.99	2,000.00	-1,505.01	24.75%
522.590 · Fire-Grant Expenditures	2,371.19	0.00	2,371.19	100.0%
522.620 · Fire-Capital Outlay	1,323.19	10,000.00	-8,676.81	13.23%
522.621 · Fire-Capital Outlay Fire Engine	3,150.50	0.00	3,150.50	100.0%
522.990 · Fire-Carryforward-Capt. Outlay	0.00	50,000.00	-50,000.00	0.0%
Total 522.000 · Fire Department	219,360.52	290,341.11	-70,980.59	75.55%
524.000 · Building Department				
524.120 · Bldg Dept-Admin Salary	43,156.00	43,156.00	0.00	100.0%
524.122 · Bldg Dept - Inspector	78,204.75	81,000.00	-2,795.25	96.55%
524.140 · Bldg Dept- Admin Overtime	1,766.52	1,500.00	266.52	117.77%
524.210 · Bldg Dept -FICA Taxes	9,580.24	9,612.68	-32.44	99.66%
524.220 · Bldg Dept-Retirement	4,666.30	4,465.60	200.70	104.49%
524.231 · Bldg Dept-Life	132.00	500.00	-368.00	26.4%
524.232 · Bldg Dept-Health	8,364.00	10,036.80	-1,672.80	83.33%
524.233 · Bldg Dept-Dental	247.17	78.60	168.57	314.47%
524.234 · Bldg Dept - Vision Insurance	54.89	120.00	-65.11	45.74%
524.312 · Bldg Dept-Fire Inspection	1,110.00	300.00	810.00	370.0%
524.313 · Bldg Dept-Bldg Insp Contract	7,749.98	0.00	7,749.98	100.0%
524.480 · Bldg Dept-Advertising	72.68	1,200.00	-1,127.32	6.06%
524.491 · Bldg Dept- Radon Surcharge	700.28	0.00	700.28	100.0%
524.495 · Bldg Dept-Merchant Fees	477.91	200.00	277.91	238.96%
524.525 · Bldg Dept-Software	8,250.00	27,000.00	-18,750.00	30.56%
524.550 · Bldg Dept-Education & Training	210.00	5,000.00	-4,790.00	4.2%
Total 524.000 · Building Department	164,742.72	184,169.68	-19,426.96	89.45%
525.000 · Emergency Management				
525.462 · Emergency Mgmt Repairs Mnt	11,875.75	10,000.00	1,875.75	118.76%
525.463 · Emergency Mgmt Equip	282.26	1,000.00	-717.74	28.23%
Total 525.000 · Emergency Management	12,158.01	11,000.00	1,158.01	110.53%
Total 520 · Public Safety	793,604.95	951,440.74	-157,835.79	83.41%
530 · Physical Environment				

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
534.000 · Solid Waste Control				
534.420 · Garbage Billing Svcs	2,500.00	5,000.00	-2,500.00	50.0%
534.430 · Garbage Monthly Collection	188,169.53	236,924.60	-48,755.07	79.42%
534.432 · Yard Debris Monthly	27,100.00	22,066.20	5,033.80	122.81%
534.433 · Hazardous Waste	4,683.60	5,000.00	-316.40	93.67%
534.435 · Storm Debris Removal	453,798.87			
534.490 · Garbage Overpayment Refunds	7,596.80	0.00	7,596.80	100.0%
534.491 · Bad Debt Expense	736.66			
534.495 · Garbage Merchant Fees	75.71	0.00	75.71	100.0%
534.520 · Garbage Operating Supplies	0.00	50.00	-50.00	0.0%
534.525 · Garbage - Software	846.00	1,692.00	-846.00	50.0%
534.550 · Garbage - Software Training	0.00	1,330.00	-1,330.00	0.0%
Total 534.000 · Solid Waste Control	685,507.17	272,062.80	413,444.37	251.97%
539.000 · Cemetery Expenses				
539.431 · Cemetery-Water	1,211.52	1,000.00	211.52	121.15%
539.460 · Cemetery-Repair/Maint of Equip	625.00	2,000.00	-1,375.00	31.25%
539.520 · Cemetery-Operating Supplies	2,907.00	7,500.00	-4,593.00	38.76%
539.634 · Cemetery Park - FRDAP Grant	0.00	50,000.00	-50,000.00	0.0%
Total 539.000 · Cemetery Expenses	4,743.52	60,500.00	-55,756.48	7.84%
Total 530 · Physical Environment	690,250.69	332,562.80	357,687.89	207.56%
540 · Transportation				
541.100 · Street Department				
541.430 · Streets-Electric	19,937.21	20,000.00	-62.79	99.69%
541.460 · Streets-ROW Maintenance	13,725.58	10,000.00	3,725.58	137.26%
541.461 · PWD-Storm Pipe Cleaning	27,057.37	0.00	27,057.37	100.0%
541.520 · Street Dept.-Operating Supplies	3,878.31	0.00	3,878.31	100.0%
541.630 · Streets-Capital Outlay (Infras)	26,552.00			
Total 541.100 · Street Department	91,150.47	30,000.00	61,150.47	303.84%
Total 540 · Transportation	91,150.47	30,000.00	61,150.47	303.84%
570 · Culture/Recreation				

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
571.000 · Library				
571.340 · Library Cleaning	220.00	190.00	30.00	115.79%
571.390 · Library Miscellaneous	3,268.81	3,500.00	-231.19	93.4%
571.410 · Library Elevator Phone	0.00	500.00	-500.00	0.0%
571.430 · Library Electric	3,771.75	3,000.00	771.75	125.73%
571.431 · Library Water	686.18	700.00	-13.82	98.03%
571.455 · Library-Property Insurance	6,154.64	4,000.00	2,154.64	153.87%
571.460 · Library-Elevator Inspet/Repair	2,650.50	2,700.00	-49.50	98.17%
Total 571.000 · Library	16,751.88	14,590.00	2,161.88	114.82%
572.000 · Cemetery Pt. Park				
572.455 · CCP-Property Insurance	676.76	1,000.00	-323.24	67.68%
572.460 · CCP-Repairs & Maint	3,202.73	6,000.00	-2,797.27	53.38%
572.495 · CCP-Merchant Fees	5.27	0.00	5.27	100.0%
572.520 · CCP-Operating Supplies	500.49	1,000.00	-499.51	50.05%
572.630 · Cemetery Capital Outlay	7,530.00	0.00	7,530.00	100.0%
Total 572.000 · Cemetery Pt. Park	11,915.25	8,000.00	3,915.25	148.94%
573.000 · Community Center				
573.340 · CC-Cleaning	2,625.00	3,000.00	-375.00	87.5%
573.410 · CC-Phone & Internet	5,823.58	2,800.00	3,023.58	207.99%
573.430 · CC-Electric	1,314.38	1,400.00	-85.62	93.88%
573.431 · CC-Water	697.81	840.00	-142.19	83.07%
573.432 · CC-Gas	471.04	150.00	321.04	314.03%
573.455 · CC-Property Insurance	6,242.68	4,500.00	1,742.68	138.73%
573.460 · CC-Maint & Repairs	2,145.20	3,000.00	-854.80	71.51%
573.490 · CC-Other Operating Expenses	689.63	1,000.00	-310.37	68.96%
573.495 · CC Merchant Fees	56.04	0.00	56.04	100.0%
573.520 · CC-Operating Supplies	136.52	700.00	-563.48	19.5%
Total 573.000 · Community Center	20,201.88	17,390.00	2,811.88	116.17%
574.000 · Summer Youth				
574.120 · Summer Youth-Salary	3,268.80	7,200.00	-3,931.20	45.4%

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
574.210 · Summer Youth-FICA	0.00	550.80	-550.80	0.0%
574.240 · Summer Youth-W/C Insurance	0.00	300.00	-300.00	0.0%
574.450 · Summer Youth-General Liability	281.00	300.00	-19.00	93.67%
574.520 · Summer Youth-Operating Expenses	2,304.22	4,000.00	-1,695.78	57.61%
574.521 · Summer Youth-Expenses	5,236.96	9,000.00	-3,763.04	58.19%
Total 574.000 · Summer Youth	11,090.98	21,350.80	-10,259.82	51.95%
575.000 · Marina/Park Expenses				
575.120 · Marina/Park Labor	29,234.30	31,842.00	-2,607.70	91.81%
575.210 · Marina FICA Taxes	2,274.99	2,008.74	266.25	113.26%
575.240 · Marina W/C Ins	269.30	200.00	69.30	134.65%
575.430 · Marina Electric	526.37	500.00	26.37	105.27%
575.431 · Marina- Electric Pump Station	443.64	500.00	-56.36	88.73%
575.432 · Park Electric Fuel Tank	436.91	200.00	236.91	218.46%
575.433 · Marina- Electric Bathrooms	739.48	650.00	89.48	113.77%
575.434 · Marina- Electric Concession	482.88	500.00	-17.12	96.58%
575.435 · Marina-Water	5,980.15	2,500.00	3,480.15	239.21%
575.436 · Park-Electric	982.11	1,200.00	-217.89	81.84%
575.438 · Park-Water	4,366.65	4,500.00	-133.35	97.04%
575.439 · Park- Water Sprinklers/ Kiosk	741.01	1,000.00	-258.99	74.1%
575.450 · Marina Insurance	6,541.12	6,000.00	541.12	109.02%
575.453 · Marina- Rest Room Insurance	0.00	536.00	-536.00	0.0%
575.455 · Park-Playground Property Ins.	542.24	500.00	42.24	108.45%
575.456 · Park-Pavil & Rest Property Ins.	2,458.28	2,300.00	158.28	106.88%
575.460 · Marina Equipment Repair	4,735.00	2,000.00	2,735.00	236.75%
575.461 · Marina Repairs & Maintenance	4,420.44	5,500.00	-1,079.56	80.37%
575.463 · Coastal Cleanup	334.91	300.00	34.91	111.64%
575.464 · Park-Repair & Maint	16,863.43	2,000.00	14,863.43	843.17%
575.491 · Marina Sales Tax	11,092.66	9,500.00	1,592.66	116.77%
575.495 · Marina Merchant Fees	4,390.49	200.00	4,190.49	2,195.25%
575.520 · Marina-Operating Supplies	4,679.14	5,000.00	-320.86	93.58%

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
575.524 · Marina-Beach Sand	0.00	1,000.00	-1,000.00	0.0%
575.525 · Park/Rec-Tree Expenses	2,600.00	5,500.00	-2,900.00	47.27%
575.526 · Heritage Trees	9,102.17	6,500.00	2,602.17	140.03%
575.527 · Park/Rec Nonqualified Tree Exp	0.00	200.00	-200.00	0.0%
575.528 · Park-Operating Supplies	7,094.41	6,500.00	594.41	109.15%
575.632 · FRDAP- 3 Expense	0.00	50,000.00	-50,000.00	0.0%
575.633 · FRDAP-4 Exp - City Park A22020	50,000.00			
Total 575.000 · Marina/Park Expenses	171,332.08	149,136.74	22,195.34	114.88%
576.000 · Events				
576.490 · Event Refunds	7,947.17	5,500.00	2,447.17	144.49%
576.491 · Event Sales Tax	155.75	400.00	-244.25	38.94%
576.492 · Event - Community Visioning	174.47	0.00	174.47	100.0%
576.495 · Event Merchant Fees	42.23	50.00	-7.77	84.46%
Total 576.000 · Events	8,319.62	5,950.00	2,369.62	139.83%
579.000 · Creswell House				
579.455 · Creswell-Property Insurance	1,212.52	1,200.00	12.52	101.04%
579.460 · Creswell Maint & Repair	0.00	6,500.00	-6,500.00	0.0%
Total 579.000 · Creswell House	1,212.52	7,700.00	-6,487.48	15.75%
Total 570 · Culture/Recreation	240,824.21	224,117.54	16,706.67	107.45%
580 · Other Uses				
581.000 · Transfers				
581.911 · GF to CRA	76,578.00	0.00	76,578.00	100.0%
Total 581.000 · Transfers	76,578.00	0.00	76,578.00	100.0%
Total 580 · Other Uses	76,578.00	0.00	76,578.00	100.0%
590 · Other NonOperating				
590.990 · Resilient Grant Project	0.00	185,000.00	-185,000.00	0.0%
590.991 · ARPA Expenditures (22-23 Funds)	16,000.00	180,307.00	-164,307.00	8.87%
590.992 · ARPA Expenditures (21-22 Funds)	0.00	90,807.00	-90,807.00	0.0%
Total 590 · Other NonOperating	16,000.00	456,114.00	-440,114.00	3.51%
Total GENERAL FUND EXPENSES	2,559,012.83	2,694,135.00	-135,122.17	94.99%

City of Cedar Key
2022 - 2023 Profit & Loss Budget vs. Actual
October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
CRA FUND EXPENSES				
920.000 · Community Developement Agency				
517.719 · Bond Payments Principal	579,338.31			
517.729 · Bond Payments Interest	189,971.32	0.00	189,971.32	100.0%
581.910 · CRA TO GF	26,552.00			
Total 920.000 · Community Developement Agency	<u>795,861.63</u>	<u>0.00</u>	<u>795,861.63</u>	<u>100.0%</u>
Total CRA FUND EXPENSES	<u>795,861.63</u>	<u>0.00</u>	<u>795,861.63</u>	<u>100.0%</u>
Total Expense	<u>3,354,874.46</u>	<u>2,694,135.00</u>	<u>660,739.46</u>	<u>124.53%</u>
Net Income	<u><u>210,510.21</u></u>	<u><u>107,978.00</u></u>	<u><u>102,532.21</u></u>	<u><u>194.96%</u></u>

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

Submitted By: Jim Wortham

Meeting Date: 19 March, 2024

Subject: Appointment of Commissioners Elect

Discussion: I've received conflicting legal opinions as to whether our Charter allows for appointments to Commissioner vacancies within 90 days of an election cycle. However if able, I propose moving forward on immediately appointing Jolie Davis and Jeffrey Webb to vacant Commission seats.

Fiscal Impact: N/A

Attachments: 2.06.00. COMMISSION TERMS AND VACANCIES

A. The city commission members shall be elected for a term of 2 years or until their successors have been elected and take office.

B. If a vacancy occurs in the city commission from any cause 90 days or more prior to a general election, the vacancy may be filled by the city commission appointing a qualified person to fill such vacancy until the following general election which follows said vacancy. In case of a vacancy, such appointment shall be only until the next general election of the city and the election shall be for the unexpired term.

Possible Commission Action: Vote to Appoint or wait until scheduled seating.