

**CITY OF CEDAR KEY
COMMISSION MEETING AGENDA
August 20, 2026
5:00 PM
809 6th Street, Cedar Key, Florida**

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

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

ACTION ITEM: Approval of the Meeting Agenda

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

DISCUSSION ITEM: Market in the Park

Public Comment

Reports by Cedar Key Entities:

Cedar Key Water & Sewer District: General Managers Report

Lions Club

Cedar Key Woman's Club

Chamber of Commerce

Cedar Key Aquaculture Association

Nature Coast Biological Station/NCBS

Cedar Key Arts Center

Cedar Key Non-Profit Organizations

Important Dates

Clerk's Office and Administration:

- **ACTION ITEM:** Approve Resolution 502 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, RATIFYING AND FORMALLY ADOPTING AMENDED EVENT AND FACILITY USE FEES, DEPOSITS, STAFFING

CHARGES, INSURANCE REQUIREMENTS, AND DISCOUNTS; APPROVING THE EVENT AND FACILITY USE FEE SCHEDULE ATTACHED AS EXHIBIT "A"; SUPERSEDING INCONSISTENT PRIOR FEES; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, AND AN EFFECTIVE DATE.

- **ACTION ITEM:** Approve Resolution 503 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, AUTHORIZING PARTICIPATION IN THE FLORIDA MAIN STREET PROGRAM; ENDORSING THE CITY'S APPLICATION FOR DESIGNATION AS A FLORIDA MAIN STREET COMMUNITY; PROVIDING FOR A COMMITMENT TO SUPPORT THE PROGRAM SUBJECT TO ANNUAL BUDGET APPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Works:

- **ACTION ITEM:** Draft an RFP for the Inner Marina Dredge Project to submit to the RESTORE Act Advisory Committee and Levy County Board of County Commissioners for RESTORE Act Funding, Pot 1

Fire Department/Emergency Management:

- **ACTION ITEM:** Approval to Draft an RFP for a Fire Assessment Study

Police Department:

Attorney Items:

- **ACTION ITEM:** ORDINANCE NO. 568 Run Off Election
- **DISCUSSION ITEM:** Update to the Cedar Key Police Union and Collective Bargaining Agreement

DISCUSSION ITEM: Purchase of Beachfront Motel

DISCUSSION ITEM: Old City Hall

DISCUSSION ITEM: Grocery Store RFP

Commissioner Discussion Items, Focus Areas, and Concerns

Adjournment at _____ p.m.

City of Cedar Key - General Fund
Budget vs. Actuals__Budget_FY26_P&L__Report
October 1, 2025-July 30, 2026

	Actual	Budget	Money remaining	Percent remaining
Income				
Taxes	1,267,341	1,386,703	119,362	9%
Building Dept. Permits	70,831	109,400	38,569	35%
Franchise Fees	51,050	60,000	8,950	15%
Intergovernmental Revenues	2,703,106	1,308,338	(1,394,768)	-107%
Charges for Services	435,337	518,122	82,785	16%
Fines and Forfeitures	25,457	19,000	(6,457)	-34%
Other Miscellaneous Revenues	220,052	80,124	(139,928)	-175%
Uncategorized Income	866	-	(866)	
Other Income	10,000	105,363	95,363	91%
Total Income	\$4,784,041	\$3,587,050	\$ (1,196,991)	-33%
Expenditures				
Legislative	28,568	32,715	4,147	13%
Administrative (Executive)	1,000	-	(1,000)	
Executive (Fin & Admin)	401,252	409,156	7,904	2%
Legal Counsel	36,000	60,000	24,000	40%
Public Works Department	202,157	274,515	72,358	26%
Police Department	368,873	497,445	128,572	26%
Fire Department	1,455,178	1,507,763	52,585	3%
Building Department	49,906	195,584	145,677	74%
Emergency Management	790,010	1,000	(789,010)	-78901%
Solid Waste Control	167,080	269,151	102,071	38%
Cemetery Expenses	8,881	10,408	1,526	15%
Street Department	28,769	33,000	4,231	13%
Library	9,644	42,142	32,498	77%
Cemetery Pt. Park	16,037	6,585	(9,452)	-144%
Community Center/OLD CITY HALL	210	30,515	30,305	99%
Summer Youth	5,650	13,322	7,672	58%
Marina/Park Expenses	119,247	109,396	(9,852)	-9%
Events	1,762	2,860	1,098	38%
Creswell House	643	6,495	5,852	90%
Transfer Out	771	85,000	84,229	99%
Uncategorized Expense	30,824	-	(30,824)	
ETIPP Grant	10,000	-	(10,000)	
CPTA Grant	71,250	-	(71,250)	
Total Expenditures	\$3,803,712	\$3,587,050	\$ (216,662)	-6%
Excess / (Deficiency) of Revenues over Expenditures	<u>\$ 980,329</u>			



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

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

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

ACTION ITEM: Approval of the Meeting Agenda, as Updated

Motion: Commissioner Davis. Second: Commissioner Weible. Vote; Unanimous.

ACTION ITEM: Consent Agenda for Minutes-Commission Meeting June 16th, 2026, and Special Commission Meeting July 16, 2026

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

ACTION ITEM: Approve Cedar Key Paddling, Daniel Smith's Request for a Concrete Slab and a Moveable Vending Trailer at Beach Kayak Lease - TABLED

ACTION ITEM: Designate a Liaison for RESTORE Act Advisory Committee. Jim Wortham Designated. Motion: Commissioner Davis. Second: Commissioner Sera. Vote: Unanimous.

ACTION ITEM: Approve a memorandum of understanding (MOU) for the NCFRHA
Motion: Commissioner Davis. Second; Commissioner Weible. Vote; Unanimous.

DISCUSSION ITEM: DRMP-WADS Offshore Wave Attenuation Project-To Apply for a Resilient Florida Implementation Grant to Match Appropriation.

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

ACTION ITEM: Establishment of a Preliminary Millage Rate-4.7684 from First Budget Meeting

Public Comment

Reports by Cedar Key Entities:

Cedar Key Water & Sewer District: General Managers Report

Lions Club
Cedar Key Woman's Club
Chamber of Commerce
Cedar Key Aquaculture Association
Nature Coast Biological Station/NCBS
Cedar Key Arts Center
Cedar Key Non-Profit Organizations

Important Dates

Clerk's Office and Administration:

- **DISCUSSION ITEM:** Receive a Presentation by Purvis and Gray for the FY2025 Audit – Postponed to August
- **ACTION ITEM:** Approve Proposed Event and Facility Use Fee Schedule-Will need a formal Resolution
Motion: Commissioner Davis. Second: Commissioner Sear. Vote: Unanimous
- **ACTION ITEM:** Approve Permit Fee Schedule to Meet New Legislation and Approve Building Contractor Proposal with JPI
Motion: Commissioner Davis. Second; Commissioner Sera. Vote: Unanimous.
- **ACTION ITEM:** Approve a Workshop Date for Boat Ramp Study Presentation and Alternative Designs-Inner and Outer Feasibility Studies-Date 08/11 at 10 AM
- **ACTION ITEM:** Approve a new date for the August commission meeting due to the election on August 18th - Date 08/20 at 5 PM
- **ACTION ITEM:** Approve the city clerk to attend the FACC 2026 Annual Conference on August 13-15-Removed
- **ACTION ITEM:** Approve a date for the Second Budget Meeting- Date 08/06 at 3 PM

Public Works:

Fire Department/Emergency Management:

- **DISCUSSION ITEM:** Fire Department's Quarterly Report

Police Department:

Attorney Items:

- ORDINANCE NO. 565 FINAL READ- AN ORDINANCE OF THE CITY OF CEDAR KEY, FLORIDA, ESTABLISHING A TEMPORARY SIX (6) MONTH MORATORIUM ON THE

ACCEPTANCE, PROCESSING, REVIEW, SCHEDULING, AND APPROVAL OF APPLICATIONS FOR NEW RECREATIONAL VEHICLE (RV) PARKS; PROVIDING LEGISLATIVE FINDINGS; PROVIDING FOR A PLANNING REVIEW OF SECTION 4-6.08.02 OF THE CITY OF CEDAR KEY LAND DEVELOPMENT CODE; PROVIDING FOR EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING THAT THIS ORDINANCE SHALL NOT BE CODIFIED; AND PROVIDING AN EFFECTIVE DATE.

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

- **ACTION ITEM:** Draft a Resolution to Nominate to the Levy County Economic Board

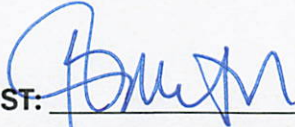
Motion: Commissioner Davis. Second: Commissioner Sera. Vote: Unanimous

Commissioner Discussion Items, Focus Areas, and Concerns

Adjournment at 6:17 p.m.

James Wortham, Mayor

ATTEST:


Prepared by: Brooke Smith, City Clerk

CKWSD General Manager's Report 08.10.26

CDBG-DR Engineering RFQ Oral Presentations: As you requested, CPH Engineers (formerly Mittauer) and Donovan Hill Group (formerly Baskerville-Donovan) will make Oral Presentations in support of the Request for Qualifications. Each presenter is allowed 10 minutes of speaking time and 10 minutes for Board questions. I will flip a coin to set the order of the presentations.

Florida Commerce CDBG-DR Grant Agreements: We are in the process of putting together a contract for Grant Administration with Fred Fox Inc.

FDEP Lift Station Rehabilitation Phase: We had a preconstruction meeting this week and I expect the electrical contractor to begin their portion of the project next week. A leak has developed inside of Lift Station #1 from the Phase I project. We are working with our Engineer and the Contractor to get this warranty repair scheduled.

Fiscal Year 2025 Audit: I have attached a letter in response to the Florida Auditor General. I talked with James Moore and Company and advised them we were not happy with the language and the timing. Moore reissued language which removed any insinuation the District is holding up the Audit.

FY 2027 Draft Budget Proposal: I have attached a copy of our current budget spreadsheet. You will notice the Water and Sewer revenues incorporate the recommendations for the Florida Rural Water Association rate study. You will also see the Ad Valorem revenue list two options; the Roll-Back Rate and the 2/3 Majority Vote Rate. We will need to set the rate at Monday's meeting so we will have a firmer budget to work with at our August 24th meeting.

Florida Special Districts Ethics Training: I have signed up all Commission members to take Ethics Training through the Florida Association of Special Districts this year. I have not received a link for the training, so I have a call into FASD for further guidance.

CKWSD Charter Amendment: Evan will present a draft of the Charter Amendment to the Board. There remain issues to be addressed by the Board in relation to Ad Valorem collection, bonding capacity, and District boundaries.

Financial Reports: July is the 83% point of the fiscal year. Water and sewer revenues are at 86%. You will see Ad Valorem revenue for FY26 is now 100.6% of budget. Total traditional revenue (non-grant) is at 88.3% of budget. Total traditional expenses (non-grant) are 63% of budget.

Bill Adjustment Requests: As this time, we have one Bill Adjustment Request for the Board's consideration. This request meets the Board's adjustment criteria.

**CITY OF CEDAR KEY
CITY COMMISSION MEETING
AGENDA SUMMARY COVER SHEET**

Agenda Item: Resolution No. 502 – Amendment to Event and Facility-Use Fees

Department: City Clerk's Office

Prepared By: Brooke Beck-Smith, City Clerk

Requested Action

Approve Resolution No. 502, amending the City of Cedar Key's event and facility-use fee schedule.

Background and Summary

The City Commission previously reviewed and approved revisions to the fees associated with special events and the use of City-owned facilities. Resolution No. 502 formally adopts the amended fee schedule and establishes the applicable rates, deposits, and charges.

The amendments are intended to ensure that the City's fees more accurately reflect the administrative, staffing, public safety, facility-use, and other costs associated with events and the use of City property. The revised schedule will also provide applicants, City staff, and the public with a clear and consistent fee structure.

Fiscal Impact

The amended fee schedule is expected to improve the City's recovery of costs associated with processing, supporting, and providing City services for special events and facility rentals. The specific fiscal impact will depend on the number and type of applications received.

Staff Recommendation

Staff recommend approval of Resolution No. 502.

Attachment

Resolution No. 502 and the amended event and facility-use fee schedule.

CITY OF CEDAR KEY, FLORIDA
RESOLUTION NO. 502

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, RATIFYING AND FORMALLY ADOPTING AMENDED EVENT AND FACILITY USE FEES, DEPOSITS, STAFFING CHARGES, INSURANCE REQUIREMENTS, AND DISCOUNTS; APPROVING THE EVENT AND FACILITY USE FEE SCHEDULE ATTACHED AS EXHIBIT "A"; SUPERSEDING INCONSISTENT PRIOR FEES; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cedar Key owns and administers public facilities and rights-of-way that may be made available for festivals, community events, meetings, fishing tournaments, and other authorized uses; and

WHEREAS, the City incurs administrative, maintenance, public-safety, cleanup, and operational costs associated with private and organized use of City facilities and public spaces; and

WHEREAS, the City reviewed its event and facility use fees and determined that amendments were appropriate to reflect cumulative inflation and current operating costs, while maintaining fair and consistent charges; and

WHEREAS, the proposed fees were calculated using an approximate twenty-nine percent (29%) cumulative inflation adjustment from 2017 through 2024 based on the Consumer Price Index for All Urban Consumers (CPI-U); and

WHEREAS, at its duly noticed meeting held on July 21, 2026, the City Commission approved the amended event and facility use fees and deposit requirements and recognized the need to memorialize that action by formal resolution; and

WHEREAS, the City Commission finds that formal adoption of the amended schedule attached as Exhibit "A" serves the public interest and supports consistent administration and cost recovery.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated into this Resolution.

SECTION 2. RATIFICATION AND ADOPTION. The City Commission ratifies and confirms its approval on July 21, 2026, of the amended event and facility use fees and deposit requirements. The Event and Facility Use Fee Schedule attached as Exhibit "A" is hereby formally adopted.

SECTION 3. ADMINISTRATION. The City Clerk and other appropriate City personnel are authorized and directed to implement and administer the adopted fee schedule, update City forms and public information, collect the applicable deposits and fees, and take all actions reasonably necessary to carry out this Resolution.

SECTION 4. APPLICATION OF FEES. The fees, deposits, staffing charges, insurance requirements, duration rules, and discounts contained in Exhibit "A" shall apply to event and facility use applications governed by the adopted schedule. Discounts may not be stacked or transferred, and only one discount may be applied to an event.

SECTION 5. SUPERSEDING PRIOR FEES. All prior resolutions, fee schedules, policies, or portions thereof that are inconsistent with this Resolution are superseded to the extent of the inconsistency. All provisions not amended by this Resolution remain in effect.

SECTION 6. SEVERABILITY. If any section, sentence, clause, or provision of this Resolution is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption. The fee schedule adopted herein confirms and memorializes the City Commission's action taken on July 21, 2026.

PASSED AND ADOPTED by the City Commission of the City of Cedar Key, Florida, this ____ day of _____, 2026.

ATTEST:

CITY OF CEDAR KEY, FLORIDA

Brooke Beck-Smith, City Clerk

James Wortham, Mayor

EXHIBIT "A"

EVENT AND FACILITY USE FEE SCHEDULE

Adopted by Resolution No. 502

The fees below reflect an approximate 29% increase based on cumulative inflation from 2017 through 2024 using CPI-U. Fees are intended to maintain cost recovery and purchasing power while supporting consistent administration of City facilities and events.

1. Duration Categories

Duration	Definition
Half-Day	Up to 4 hours
Full Day	Over 4 hours
Multi-Day	Two or more consecutive days

2. Multi-Day Rate Structure

Duration	Rate Structure
1 Day	Standard daily rate
2 Days	2 x daily rate
3 Days (Weekend/Event Block)	2.5 x daily rate
4+ Days	2.5 x daily rate, plus each additional day at the standard rate

3. Facility Use Fees

Facility / Use	Deposit	Half-Day	Full Day	Community-Based Fee*
Festivals / Right-of-Way	\$160	\$90	\$175	\$65
Library	\$160	\$70	\$140	N/A
City Park	\$160	\$90	\$175	\$65
Marina / Fishing Tournament	\$160	\$90	\$175	\$65
City Hall	\$160	\$70	\$140	N/A

**Community-Based Fee applies to qualifying non-fundraising use.*

4. Police and Public Works Staffing Charges

Service	Fee
First 4 hours per police officer	\$50
Each additional hour per police officer	\$25
First 4 hours per Public Works staff member	\$35
Each additional hour per Public Works staff member	\$25

5. Event Liability Insurance

Item	Requirement
Insurance	Event renters must provide general liability insurance listing the City of Cedar Key as an additional insured before approval of a permit for use of a City facility.
Minimum Coverage	\$1,000,000 per occurrence
Estimated Cost to Renter	Approximately \$75-\$200 per event, depending on event size, duration, and risk level.

6. Discounts

Discounts may not be stacked or transferred. Only one discount may be applied per event.

Category	Discount	Evidence Required
City Resident	25% of standard daily rate	Proof of residency within City limits
Nonprofit / Community Organization	50% off standard daily rate for non-fundraising events only	501(c)(3) designation or recognized local civic-group status
Cedar Key Business	25% of standard daily rate	Valid Business Tax Receipt (BTR)
Levy County Resident	15% of standard daily rate	Proof of residency within Levy County

END OF EXHIBIT "A"

CITY OF CEDAR KEY
CITY COMMISSION AGENDA SUMMARY COVER SHEET

Agenda Item: Resolution No. 503 – Florida Main Street Program Participation

Department: City Clerk's Office

Prepared By: Brooke Beck-Smith, City Clerk

Requested Action

Approve Resolution No. 503, authorizing the City of Cedar Key's participation in the Florida Main Street Program and endorsing the City's application for designation as a Florida Main Street community.

Background and Summary

The Florida Main Street Program, administered through the Florida Department of State, assists communities with revitalizing historic downtowns and traditional commercial districts through the Main Street Approach.

Resolution No. 503 formally endorses the City's application and authorizes participation in the program. Participation would support partnerships among the City, local businesses, property owners, nonprofit organizations, and residents to advance economic development, historic preservation, and downtown revitalization efforts.

The Resolution also expresses the City Commission's intent to financially support participation in the Florida Main Street Program for three years. Any financial commitment beyond the current fiscal year remains subject to annual appropriation and approval by the City Commission through the City's annual budget process. The Resolution does not create a binding multi-year financial obligation or indebtedness.

Fiscal Impact

Funding for participation will be subject to the availability of funds and annual approval by the City Commission through the budget process. Approval of the Resolution does not independently create a binding multi-year financial obligation.

Staff Recommendation

Staff recommends approval of Resolution No. 503.

Attachment

Resolution No. 503

**CITY OF CEDAR KEY, FLORIDA
RESOLUTION NO. 503**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, AUTHORIZING PARTICIPATION IN THE FLORIDA MAIN STREET PROGRAM; ENDORSING THE CITY'S APPLICATION FOR DESIGNATION AS A FLORIDA MAIN STREET COMMUNITY; PROVIDING FOR A COMMITMENT TO SUPPORT THE PROGRAM SUBJECT TO ANNUAL BUDGET APPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Main Street Program has been established by the State of Florida to assist communities in developing public-private partnerships that revitalize historic downtowns and traditional commercial districts through the Main Street Approach; and

WHEREAS, the Secretary of State will select a limited number of Florida communities to participate in the Florida Main Street Program based upon available resources and the merits of submitted applications; and

WHEREAS, the City of Cedar Key recognizes the economic, cultural, historic, and community benefits associated with participation in the Florida Main Street Program; and

WHEREAS, the City Commission desires to support the submission of an application for designation as a Florida Main Street community and to partner with local businesses, property owners, nonprofit organizations, and residents to further downtown revitalization efforts.

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

Section 1. Authorization.

The City Commission hereby endorses and authorizes the submission of the City of Cedar Key's application to participate in the Florida Main Street Program for the purpose of advancing the revitalization of the City's historic downtown through the Main Street Approach.

Section 2. Financial Commitment.

The City Commission agrees to financially support participation in the Florida Main Street Program for a period of three (3) years; however, any financial obligation beyond the current fiscal year shall be expressly subject to annual appropriation and approval by the City Commission through its annual budget process. Nothing in this Resolution shall be construed as creating a binding multi-year financial obligation or indebtedness of the City.

Section 3. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Cedar Key, Florida, this ____ day of _____, 2026.

Commissioner	Vote
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James Wortham, Mayor	_____
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Dell Weible	_____
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Nancy Sera	_____
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Heath Davis	_____
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Mel Beckham	_____
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CITY OF CEDAR KEY, FLORIDA

By:

James Wortham, Mayor

ATTEST:

Brooke Beck-Smith, City Clerk

Approved as to Form and Legal Sufficiency:

City Attorney

CITY OF CEDAR KEY
CITY COMMISSION MEETING
AGENDA SUMMARY COVER SHEET

Agenda Item: Authorization to Draft a RESTORE Act Funding Proposal for the Inner Marina Dredging Project

Department: City Clerk's Office

Prepared By: Brooke Beck-Smith, City Clerk

Requested Action

Authorize City staff to draft and submit for Commission a funding proposal to the Levy County Board of County Commissioners requesting RESTORE Act funding for the Inner Marina Dredging Project.

Background and Summary

The Inner Marina Dredging Project has been identified as an approved, viable project intended to address sediment accumulation and improve the functionality, accessibility, safety, and long-term use of Cedar Key's inner marina.

RESTORE Act funding administered through the Levy County Board of County Commissioners may provide an appropriate funding source for the project. The proposed request would present the project's purpose, documented need, anticipated environmental and community benefits, estimated costs, implementation requirements, and consistency with applicable RESTORE Act funding priorities.

Authorization of this agenda item is limited to directing City staff to prepare the draft funding proposal and coordinate with the appropriate consultants, engineers, regulatory agencies, and Levy County staff. The completed draft and proposed funding request will be returned to the City Commission for review and approval before formal submission to the Levy County Board of County Commissioners.

Fiscal Impact

There is no direct fiscal impact associated with authorizing staff to draft the funding proposal. The proposed project budget requested RESTORE Act funding amount, potential local match, and any anticipated City costs will be identified in the draft proposal and presented to the City Commission before submission.

Staff Recommendation

Staff recommend authorizing the City Clerk's Office to coordinate the preparation of a RESTORE Act funding proposal for the approved Inner Marina Dredging Project and return the completed draft to the City Commission for review and approval.

CITY OF CEDAR KEY
CITY COMMISSION MEETING
AGENDA SUMMARY COVER SHEET

Agenda Item: Authorization to Draft a Request for Proposals for a Fire Assessment Study

Department: City Clerk's Office

Prepared By: Brooke Beck-Smith, City Clerk

Requested Action

Authorize City staff to draft a Request for Proposals (RFP) to solicit qualified firms to conduct a fire assessment study for the City of Cedar Key.

Background and Summary

The City Commission is considering whether a fire assessment may provide an appropriate and sustainable funding mechanism for fire protection services. Before making that determination, the city should obtain professional analysis of its current fire-service operations, funding requirements, service demands, assessable costs, and potential assessment methodology.

The proposed RFP would seek a qualified consultant to conduct a fire assessment study and provide the City with the information necessary to evaluate the feasibility, methodology, legal requirements, and potential financial impact of implementing a fire assessment.

Authorization of this agenda item is limited to the preparation of the RFP. The completed draft will be presented to the City Commission for review and approval before it is advertised or issued.

Fiscal Impact

There is no direct fiscal impact associated with authorizing staff to draft the RFP. The cost of the study will be determined through the competitive proposal process and presented to the City Commission before the selection of a consultant or execution of a contract.

Staff Recommendation

Staff recommend authorizing the City Clerk's Office, in coordination with the City Attorney and appropriate City staff, to prepare a draft RFP for a fire assessment study and return it to the City Commission for review and approval.

CITY OF CEDAR KEY, FLORIDA

REQUEST FOR PROPOSALS
FIRE ASSESSMENT STUDY

RFP NO. _____

RFP Issued	_____
Deadline for Questions	_____
Proposal Due Date and Time	_____
Commission Consideration	_____
Submit Proposals To	City Clerk, City of Cedar Key 809 6th Street Cedar Key, Florida 32625

Late proposals will not be accepted. Proposers are responsible for confirming timely receipt by the City.

1. Invitation and Purpose

The City of Cedar Key, Florida (the "City"), invites proposals from qualified consulting firms to conduct a comprehensive fire assessment study. The purpose of the engagement is to evaluate whether a fire services special assessment may be a legally supportable, equitable, transparent, and administratively feasible funding option for the City's fire protection services.

This solicitation is for professional study and advisory services only. Issuance of this RFP, selection of a consultant, or completion of the study does not obligate the City Commission to adopt or implement a fire assessment. Any future assessment would require separate action by the City Commission and completion of all applicable legal and procedural requirements.

2. Community and Project Background

Cedar Key is a coastal municipality in Levy County, Florida. The City provides fire protection and related emergency-response services to residents, businesses, visitors, public facilities, and properties within its service area. The City is evaluating long-term, sustainable funding options that appropriately allocate the cost of fire protection services while maintaining accountability to the community.

The selected consultant will work with City administration, the Fire Department, finance personnel, the City Attorney, the Property Appraiser and Tax Collector as appropriate, and other relevant stakeholders. The consultant must account for Cedar Key's small-community context, coastal hazards, mix of residential and nonresidential properties, exempt or governmental properties, seasonal activity, and available parcel and financial data.

3. Scope of Services

The selected consultant shall provide, at a minimum, the following services:

Project initiation and data review

- Conduct a kickoff meeting with City staff and identify the information, records, and data needed to complete the study.
- Review the City's organizational structure, fire-service operations, service area, adopted budgets, expenditures, revenues, staffing, apparatus, facilities, call and response data, mutual-aid responsibilities, and other relevant records.
- Identify data limitations and recommend reasonable methods for addressing incomplete or unavailable information.

Assessable-cost analysis

- Identify and calculate the fire protection services and cost components that may be included in a fire assessment program, subject to review by the City Attorney.
- Distinguish assessable fire protection costs from non-assessable services or costs and document all allocation assumptions.
- Develop a clear cost-allocation model that can be updated in future fiscal years.

Parcel and property-use analysis

- Review available parcel, property-use, building-area, exemption, and ownership data relevant to the proposed methodology.
- Develop and document reasonable property-use categories and any rate tiers or classifications recommended for analysis.
- Evaluate treatment of vacant property, governmental property, nonprofit or exempt property, mixed-use property, common areas, and other special classifications, in coordination with the City Attorney.

Methodology development

- Evaluate one or more legally supportable assessment methodologies that reasonably relate the special benefit provided by fire protection services to the allocation of assessable costs.
- Prepare sample rates and revenue scenarios, including sensitivity analysis for different funding levels, credits, exemptions, or policy options requested by the City.
- Describe the advantages, disadvantages, administrative requirements, and expected impacts of each methodology considered.
- Recommend a preferred methodology, if warranted, and provide sufficient documentation for the City Commission and City Attorney to evaluate it.

Implementation and administration

- Prepare an implementation schedule showing required decisions, data tasks, public meetings, notices, resolutions, coordination steps, and statutory or tax-roll deadlines applicable to the recommended approach.
- Describe the annual update and maintenance process, including parcel changes, rate updates, corrections, exemptions, hardship considerations, customer inquiries, and coordination with county constitutional officers.
- Estimate initial and recurring administrative costs and recommend internal controls, recordkeeping practices, and responsibilities.

Public and Commission support

- Attend up to two public meetings or workshops, including a presentation of findings to the City Commission. Proposers shall separately identify pricing for any additional meetings.
- Prepare presentation materials and explain the methodology, assumptions, rate scenarios, and implementation options in clear, nontechnical language.
- Respond to reasonable questions from City staff, the City Attorney, elected officials, and the public concerning the study.

4. Required Deliverables

- Project work plan, data request, schedule, and identification of key decision points.
- Draft technical report describing data sources, assessable-cost calculations, assumptions, classifications, methodology options, rate scenarios, implementation requirements, and administrative considerations.
- Parcel-level or property-category analysis files and calculation models in an editable format usable by the City, subject to applicable public-records and confidentiality requirements.
- Final fire assessment study incorporating City and City Attorney comments.
- Executive summary and Commission presentation suitable for public distribution.

- Implementation calendar and annual administration guide if the City elects to proceed.

5. City Responsibilities

Subject to availability and applicable law, the City anticipates providing:

- Relevant budgets, expenditure records, revenue information, capital information, and organizational documents.
- Fire-service operational, staffing, apparatus, facility, incident, and response data maintained by the City.
- Available parcel or property information and assistance coordinating with county agencies.
- Timely staff input, access to the City Attorney, and consolidated comments on draft deliverables.
- Meeting facilities and reasonable assistance scheduling public presentations.

6. Minimum Qualifications

- Demonstrated experience preparing fire services special assessment studies or comparable local-government assessment methodologies in Florida.
- Knowledge of Florida local-government finance, special assessments, tax-roll administration, public-notice processes, and relevant legal and procedural requirements.
- Experience working with parcel-level datasets, property-use classifications, fire-service cost allocation, and rate modeling.
- Ability to communicate technical findings clearly to elected officials, staff, legal counsel, and the public.
- Availability of qualified personnel to complete the work within the proposed schedule.
- Professional liability and other insurance appropriate to the services, in limits acceptable to the City before contract execution.

7. Proposal Requirements

Proposals should be concise, clearly organized, and include the following in the order listed:

1. Cover letter signed by a person authorized to bind the proposer, including the firm's legal name, address, telephone number, email address, and primary contact.
2. Executive summary describing the proposer's understanding of the engagement and the principal features of its approach.
3. Firm qualifications, including years in business, office location responsible for the work, organizational structure, and relevant Florida experience.
4. Project team, including the project manager, roles, qualifications, licenses or credentials, availability, and resumes. Identify any subcontractors and the work they will perform.
5. Project approach and detailed work plan addressing every element of the Scope of Services.
6. Project schedule showing major tasks, draft and final deliverables, meetings, and anticipated completion date.
7. At least three references for comparable Florida local-government engagements completed within the past five years, including client, contact person, email, telephone number, scope, and completion date.
8. Examples or summaries of comparable fire assessment studies, with confidential or proprietary information removed as necessary.
9. A complete fee proposal identifying a lump-sum not-to-exceed price by task and deliverable; hourly rates; reimbursable expenses; pricing for optional services and additional meetings; and any assumptions or exclusions.

10. Disclosure of actual or potential conflicts of interest, pending claims or litigation material to the engagement, and any contract termination for cause within the past five years.
11. Exceptions to the RFP or proposed contract terms. Silence will be interpreted as acceptance, subject to negotiation and Commission approval.
12. Required forms and certifications, if any, issued by addendum.

8. Submission Instructions

Deadline. Proposals must be received by the City Clerk no later than _____ at _____ .m., Eastern Time. Proposals received after the deadline will not be considered.

Delivery. Submit _____ printed original(s), _____ copy/copies, and one searchable electronic copy on a USB drive in a sealed package marked: "RFP - Fire Assessment Study; RFP No. _____; Do Not Open." Deliver to the City Clerk, City of Cedar Key, 809 6th Street, Cedar Key, Florida 32625. If the City authorizes electronic submission, the final advertisement or addendum will provide the approved email address and file requirements.

Questions. All questions must be submitted in writing to _____ at _____ by the stated question deadline. Oral explanations or instructions are not binding. Material interpretations, corrections, or changes will be issued by written addendum.

Addenda. Proposers are responsible for obtaining and acknowledging all addenda. The City may post addenda through its official procurement notice method and may provide them to known prospective proposers.

Public records. Proposals become public records to the extent provided by Florida law. Proposers shall not mark an entire proposal confidential. Any claimed exemption must be clearly identified and supported by the specific legal basis for the claim.

9. Evaluation and Selection

The City may evaluate proposals using the following criteria. The City reserves the right to adjust the process through a written addendum before the submission deadline.

Criterion	Description	Points
Relevant qualifications and experience	Florida fire assessment, local-government finance, parcel analysis, and comparable engagements	25
Project approach and methodology	Understanding, technical approach, legal coordination, quality controls, and responsiveness to scope	30
Project team and availability	Qualifications, roles, capacity, and continuity of assigned personnel	15
Schedule and deliverables	Ability to meet the City's timeline and provide usable work products	10
References and past performance	Quality, timeliness, responsiveness, and results on comparable work	10
Fee proposal and overall value	Reasonableness, completeness, transparency, and value to the City	10
TOTAL		100

The City may review proposals, verify references, request clarifications, conduct interviews or presentations, negotiate scope and price, and request best and final offers. Selection will be based on the proposal determined

to be in the City's best interest and is subject to approval by the City Commission and execution of a written agreement.

10. Anticipated Schedule

Milestone	Anticipated Date
RFP issued	_____
Deadline for written questions	_____
City responses/addendum	_____
Proposals due	_____
Evaluation/interviews, if needed	_____
Commission selection	_____
Contract execution and notice to proceed	_____
Draft report	_____
Commission presentation and final report	_____

11. General Terms and Conditions

Reservation of rights. The City reserves the right to reject any or all proposals; waive minor irregularities or informalities; request clarification or additional information; cancel, postpone, amend, or reissue the solicitation; negotiate with one or more proposers; and accept the proposal determined to be in the City's best interest, subject to applicable law.

No binding obligation. The City shall not be contractually or otherwise bound to any proposer until a final written agreement has been approved and executed by the City. No proposer shall obtain property, contractual, or other rights by submitting a proposal or by being identified as the preferred or selected proposer.

Proposal costs. All costs of preparing, submitting, presenting, or clarifying a proposal are the proposer's responsibility and will not be reimbursed by the City.

Validity. Proposals shall remain valid for at least 120 days after the submission deadline unless a different period is stated in an addendum.

Contract negotiation. Selection does not guarantee award. The City may negotiate scope, schedule, fees, insurance, indemnification, ownership of work product, records retention, termination, dispute provisions, and other terms. If negotiations are unsuccessful, the City may terminate negotiations and proceed with another proposer or take other action.

Ownership of work product. Unless otherwise approved in the agreement, reports, models, calculations, datasets, presentations, and other materials created specifically for the City under the contract will become City property upon payment, subject to the consultant's rights in pre-existing tools and materials identified in the proposal.

Public records compliance. The selected consultant must comply with applicable Florida public-records requirements and contractual provisions concerning custody, retention, production, and transfer of records.

Equal opportunity and nondiscrimination. The selected consultant shall comply with applicable federal, state, and local nondiscrimination requirements.

Lobbying and communications. After issuance and until award, proposers shall direct solicitation-related communications only through the designated City contact. Improper attempts to influence the evaluation or selection may result in disqualification.

Conflicts and independence. The selected consultant must disclose and avoid conflicts that could impair independent judgment. The City may require mitigation or determine that a conflict is disqualifying.

Legal review. The consultant's analysis must be coordinated with the City Attorney. The consultant will not serve as the City's legal counsel, and no final methodology may be represented as legally sufficient without City Attorney review.

Compliance. The proposer and selected consultant are responsible for compliance with all applicable laws, ordinances, rules, licensing requirements, and City policies. The final contract will include all provisions required by applicable law.

12. Insurance and Contract Requirements

Before contract execution, the selected consultant shall provide evidence of insurance in forms and limits acceptable to the City, which may include commercial general liability, automobile liability, workers' compensation as required by law, and professional liability/errors and omissions coverage. The final agreement may include indemnification, audit, records, termination, and other risk-management provisions approved by the City Attorney. Proposers should identify any requested exceptions in their proposals.

13. City Contact

Contact	Brooke Beck-Smith, City Clerk
City	City of Cedar Key
Address	809 6th Street, Cedar Key, Florida 32625
Telephone	_____
Email	_____

Appendix A - Fee Proposal Form

Proposer: _____

The proposer shall provide a lump-sum not-to-exceed fee by task. Attach additional detail as necessary.

Task	Description	Lump-Sum Fee	Assumptions/Notes
1	Initiation and data review	\$_____	
2	Assessable-cost analysis	\$_____	
3	Parcel/property-use analysis	\$_____	

Task	Description	Lump-Sum Fee	Assumptions/Notes
4	Methodology and rate scenarios	\$_____	
5	Draft report	\$_____	
6	Meetings and final report	\$_____	
7	Implementation/annual administration guidance	\$_____	
	Reimbursable expenses	\$_____	
	TOTAL NOT-TO-EXCEED FEE	\$_____	

Hourly rates for optional/additional services: _____

Price per additional public meeting: \$_____

Proposed completion period after notice to proceed: _____ calendar days

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

**CEDAR KEY CITY COMMISSION
AGENDA ITEM**

Submitted By: Norm D. Fugate, City Attorney

Meeting Date: August 20, 2026

Subject: Legal Representation-Police Union

Discussion: The City has received notice that the officers of the City Police Department have voted to join the Florida Police Benevolent Association. I have spoken with the Union Executive and the Union attorney, who indicate that they will be proceeding with Collective Bargaining negotiations toward a union contract. The City is required to participate in good faith in these negotiations regarding terms and conditions of employment of the officers. The City, of course, needs legal representation in these proceedings.

I have a fair amount of experience in dealing with unions, having represented both the City of Williston and the City of Chiefland in Police Department Union matters and negotiations. My flat monthly rate contract with the City, which has not changed since 2011, excludes legal services for collective bargaining, which I would bill at \$185 per hour. Over the years, the cities that I represented occasionally used an outside labor attorney for representation in the negotiations, usually Attorney Leonard Dietzen or his firm from Tallahassee. Cedar Key has used his firm before, most recently in connection with the termination of the prior Police Chief.

Fiscal Impact: Undetermined. Will depend on the time needed for the collective bargaining negotiations.

Requested Action: Discuss and determine who to use for legal representation.

**CITY OF CEDAR KEY
CITY COMMISSION MEETING
AGENDA SUMMARY COVER SHEET**

Agenda Item: Approval of RFP No. 2026-BGS-01 for a Boutique Grocery Store

Department: City Clerk's Office

Prepared By: Brooke Beck-Smith, City Clerk

Requested Action

Approve RFP No. 2026-BGS-01 and authorize City staff to advertise and solicit proposals for the development and operation of a boutique grocery store in Cedar Key.

Background and Summary

The City Commission has identified the need for a boutique grocery store that will provide residents and visitors with convenient access to groceries, fresh food, household necessities, and other essential products.

RFP No. 2026-BGS-01 seeks proposals from qualified businesses, developers, operators, or teams capable of establishing, maintaining, and operating a boutique grocery store within Cedar Key. Proposals must address the proposed location, property control, financing, design, construction or build-out, regulatory compliance, ongoing maintenance, staffing, inventory, and long-term operation of the business.

Because the City does not currently own property designated for this project, proposers will be responsible for identifying and securing an appropriate location. Any proposed development or build-out must comply with applicable City standards, historic preservation requirements, floodplain and FEMA requirements, building codes, permitting requirements, and other applicable regulations.

Approval of the RFP authorizes staff to advertise the solicitation and receive proposals. Any recommended selection, agreement, incentive, financial commitment, or use of City resources will be presented separately to the City Commission for consideration and approval.

Fiscal Impact

There is no direct fiscal impact associated with approving and advertising the RFP, other than customary advertising and administrative costs. Any proposed City funding, incentive, partnership, property interest, or other financial commitment will require separate review and approval by the City Commission.

Staff Recommendation

Staff recommend approval of RFP No. 2026-BGS-01 and authorization for City staff to advertise the solicitation and receive proposals.

Attachment

RFP No. 2026-BGS-01 – Boutique Grocery Store

CITY OF CEDAR KEY

REQUEST FOR PROPOSALS

Development, Implementation, Operation, and Maintenance
of a Boutique Grocery Store

Solicitation Number	RFP 2026-BGS-01
Issue Date	[INSERT DATE]
Optional/Required Pre-Proposal Meeting	[INSERT DATE, TIME, AND LOCATION OR "NOT APPLICABLE"]
Questions Due	[INSERT DATE AND TIME]
Proposals Due	[INSERT DATE AND TIME]
Delivery Location	City Clerk, City of Cedar Key, 809 6th Street, Cedar Key, Florida 32625
Procurement Contact	City Clerk [INSERT EMAIL] [INSERT PHONE]

The City does not own or offer a project site through this solicitation. Each Proposer must identify and demonstrate control of a suitable property within the municipal limits of Cedar Key.

DRAFT FOR CITY AND LEGAL REVIEW

1. Invitation and Notice

The City of Cedar Key, Florida (the “City”), invites proposals from qualified grocery operators, property owners, developers, businesses, or integrated development teams to establish and continuously operate a boutique grocery store within the municipal limits of Cedar Key. The successful Proposer will identify and secure a privately owned or leased site; complete all due diligence, design, permitting, construction, and resilient build-out; furnish and stock the store; implement the business; and provide ongoing operation and maintenance.

The City seeks a financially sustainable neighborhood market that serves year-round residents while complementing Cedar Key’s historic, coastal, and tourism-based economy. The desired store will provide dependable access to fresh foods, everyday grocery staples, household necessities, and locally sourced products at reasonable prices.

No Proposer shall obtain property, contractual, reimbursement, development, or other rights by submitting a Proposal, participating in negotiations, or being ranked by the City. The City shall not be contractually or otherwise bound until a final written agreement has been approved by the appropriate governing body and fully executed by authorized representatives.

2. Background and Community Need

Cedar Key is an island community in Levy County with a year-round population, seasonal residents, visitors, working waterfront businesses, and recurring exposure to coastal storms and flooding. The City desires a grocery operation that improves local food access, strengthens economic resilience, supports local producers where practical, and can prepare for and recover from severe weather.

The City does not own property designated for this project. Proposers are expected to use their market knowledge and private-sector resources to identify a viable location and assemble a team capable of delivering and operating the complete project.

3. Solicitation Objectives

- Establish a well-managed boutique grocery store within Cedar Key’s municipal limits.
- Provide fresh produce, dairy, meat or protein options, frozen foods, pantry staples, bread, beverages, household necessities, personal-care items, and emergency supplies.
- Incorporate local seafood, produce, prepared foods, and Cedar Key-area products when legally and commercially feasible.
- Complete a context-sensitive build-out that meets all applicable City, state, federal, floodplain, coastal, wind, fire, accessibility, sanitation, and food-safety requirements.
- Create a resilient operation with storm preparation, protected refrigeration, backup power, alternate supply arrangements, and a post-disaster reopening plan.
- Secure substantial private investment and minimize the amount and risk of any public assistance.

- Maintain the property, improvements, equipment, and grocery operation throughout the agreement term.

4. Anticipated Procurement and Agreement Structure

This is a best-value Request for Proposals. The City will evaluate qualifications together with the proposed site, grocery concept, development approach, financial capacity, implementation schedule, requested public assistance, and long-term operating commitments. The City may shortlist, interview, request clarifications from, and negotiate with one or more Proposers.

Any selection is expected to result in negotiation of an economic development, incentive, performance, or similar agreement appropriate to the final project. If a City or Community Redevelopment Agency (“CRA”) contribution is proposed, it will be subject to independent legal eligibility, public-purpose findings, funding availability, the applicable budget and CRA plan, and separate approval by the responsible governing body.

5. Minimum Proposer Requirements

A Proposal may be submitted by an individual entity or a team. At a minimum, the Proposer must:

- Be authorized to conduct business in Florida before contract execution.
- Demonstrate relevant grocery retail, specialty-market, food-service, commercial development, or comparable operating experience.
- Identify the party responsible for property control, development, construction, store operations, and maintenance.
- Demonstrate access to sufficient capital for site control, design, construction, equipment, opening inventory, and operating reserves.
- Be able to obtain all required professional and contractor licenses, permits, insurance, and bonds.
- Disclose any material litigation, bankruptcy, contract default, termination for cause, code enforcement action, or regulatory action during the preceding five years.

6. Site Identification and Control

6.1 Location

The proposed site must be within the municipal limits of Cedar Key and suitable for the proposed use. The City does not guarantee the availability, condition, title, zoning, development capacity, floodplain suitability, utility capacity, or commercial viability of any property.

6.2 Evidence of Site Control

The Proposal must include one or more of the following:

- Recorded ownership documentation;

- An executed lease;
- An enforceable option to purchase or lease;
- A letter of intent or written commitment signed by the property owner; or
- Other evidence acceptable to the City demonstrating a realistic ability to obtain site control.

If binding site control has not been secured by the Proposal due date, the City may condition selection upon the Proposer obtaining acceptable site control within [60/90] days. The City may discontinue negotiations if site control is not timely established.

6.3 Required Site Information

- Street address, parcel identification number, current owner, acreage, and existing building square footage.
- Description and term of the proposed ownership, lease, or development arrangement, including renewal rights.
- Current zoning, future land use, proposed use status, and any anticipated variance, conditional-use, rezoning, or development approval.
- FEMA flood zone, preliminary base flood elevation, available elevation certificate, and any Coastal High Hazard Area or Coastal A Zone considerations.
- Historic district status and anticipated historic preservation approvals, if applicable.
- Existing utilities and anticipated water, sewer/septic, grease, electric, communications, solid waste, and stormwater needs.
- Parking, pedestrian access, ADA access, delivery/loading, emergency access, bicycle access, and waste collection arrangements.
- Photographs, preliminary site plan, floor plan, and summary of known building or site conditions.

7. Scope of Services and Responsibilities

7.1 Due Diligence and Feasibility

The selected Proposer will be responsible for all investigations necessary to confirm feasibility, including title and survey review, zoning, floodplain analysis, elevation data, environmental conditions, structural condition, utility capacity, access, parking, market demand, construction cost, insurance availability, and financing.

7.2 Design and Professional Services

The Proposer will retain appropriately licensed Florida professionals to prepare plans, calculations, specifications, cost estimates, permit applications, and certifications. The design must be compatible with Cedar Key's scale and character and must address customer circulation, storage, deliveries, food safety, accessibility, flood resilience, wind resistance, energy use, and future maintenance.

7.3 Turnkey Build-Out

The Proposer will provide or cause to be provided all labor, supervision, materials, equipment, and services necessary for a complete, operational store, including as applicable:

- Demolition, site work, foundations, structural repairs or improvements, exterior envelope, roofing, openings, and interior construction.
- Electrical, plumbing, HVAC, ventilation, refrigeration, lighting, fire alarm, suppression, and life-safety systems.
- Food-safe flooring, walls, ceilings, counters, sinks, preparation areas, restrooms, storage, receiving, and employee areas.
- Walk-in coolers and freezers, refrigerated and frozen cases, shelving, displays, carts or baskets, checkout counters, point-of-sale, inventory, security, and communications systems.
- ADA-compliant routes, entrances, service areas, restrooms, parking, and signage.
- Parking, loading, delivery, refuse, recycling, grease, stormwater, landscaping, exterior lighting, and signage improvements.
- Generator or other backup-power system sized to protect critical refrigeration, lighting, communications, and safety functions.
- Testing, inspections, commissioning, correction of deficiencies, warranties, closeout documents, and certificate of occupancy or completion.

8. Codes, Permits, FEMA, and Resilience Requirements

All work must comply with the codes, maps, standards, and laws in effect when permits are submitted and work is performed. The Proposer is solely responsible for determining the requirements applicable to the selected site. Applicable requirements may include, without limitation:

- City of Cedar Key Code of Ordinances and Land Development Code, including zoning, historic preservation, floodplain management, signage, parking, and site-development requirements.
- The then-current Florida Building Code, Florida Fire Prevention Code, Florida Accessibility Code, and applicable electrical, plumbing, mechanical, energy, and existing-building provisions.
- FEMA National Flood Insurance Program requirements, effective Flood Insurance Rate Maps, base flood elevations, City-required freeboard, and applicable floodway or coastal construction requirements.
- ASCE 24 flood-resistant design and construction provisions and applicable ASCE 7 wind and structural loading provisions as incorporated by the governing code.
- Elevation, dry floodproofing when legally permitted, flood-damage-resistant materials, flood openings, anchoring, and protection or elevation of utilities and critical equipment.
- Coastal High Hazard Area and free-of-obstruction requirements when applicable.
- Impact protection, windborne-debris protection, wind-resistant roofing and exterior components, and anchoring of exterior and rooftop equipment.
- Federal, state, and local accessibility, environmental, food-safety, sanitation, occupational safety, health, and licensing requirements.

The City's review or approval of a Proposal, concept, plan, incentive, or agreement does not constitute zoning approval, development approval, floodplain approval, a building permit, historic preservation approval, health approval, or any other regulatory authorization. All required approvals must be obtained through the ordinary processes, and no favorable outcome is guaranteed.

9. Grocery Concept and Minimum Service Expectations

9.1 Required Concept Narrative

The Proposal must describe the store's identity, target customers, product mix, pricing approach, staffing, hours, services, sourcing strategy, and relationship to Cedar Key's community and working waterfront.

9.2 Core Grocery Function

The store must remain principally a grocery and neighborhood-market operation. Specialty, prepared-food, beverage, souvenir, or tourism-oriented sales may complement—but may not materially displace—the core grocery function promised in the Proposal and final agreement.

The proposed inventory should address, at minimum:

- Fresh produce; dairy and eggs; meat, seafood, or other protein options; bread; frozen foods; and refrigerated foods.
- Shelf-stable pantry staples, canned goods, cereal, snacks, beverages, basic baking and cooking supplies, and condiments.
- Household cleaning products, paper goods, personal-care items, pet basics, and commonly needed over-the-counter items when properly licensed.
- Storm and emergency items such as water, ice, batteries, shelf-stable foods, sanitation supplies, and basic first-aid products.
- Local seafood, produce, prepared foods, and locally made goods when legally, safely, and commercially feasible.

9.3 Customer Access

The Proposal must state anticipated days and hours of operation; holiday and seasonal schedules; plans for delivery, curbside pickup, or online ordering; accessibility accommodations; and plans to accept SNAP/EBT and pursue WIC authorization if eligible and commercially feasible.

10. Implementation and Opening Plan

Provide a milestone schedule measured from agreement execution, including:

1. Finalize site control and complete due diligence.
2. Complete concept and construction design.
3. Submit and obtain required development and regulatory approvals.

4. Close financing and authorize construction.
5. Complete construction and install equipment.
6. Recruit and train employees; establish suppliers and operating procedures.
7. Obtain food, business, occupancy, and other operating approvals.
8. Receive initial inventory, conduct a soft opening, and begin full operations.

The Proposal must identify a proposed outside opening date, material dependencies, critical risks, and remedies for delay. The final agreement may establish milestone deadlines, notice requirements, cure periods, and termination or repayment rights.

11. Operations, Maintenance, and Asset Management

The selected Proposer will be responsible for all costs and activities necessary for continuous, safe, lawful, clean, and attractive operation, except for any responsibility expressly accepted by another party in the final agreement. Responsibilities include:

- Daily management, staffing, payroll, training, inventory, merchandising, customer service, accounting, and tax compliance.
- Cleaning, sanitation, food safety, pest control, grease management, refuse and recycling, and restroom upkeep.
- Utilities, communications, security, landscaping, parking, loading, signage, and exterior upkeep as assigned by the property agreement.
- Preventive maintenance, inspection, repair, and replacement of refrigeration, freezer, HVAC, electrical, plumbing, generator, point-of-sale, security, fire-safety, and grocery equipment.
- Maintenance of roofs, openings, structural components, floodproofing features, drainage, and other building systems as allocated between owner and operator.
- Maintenance of all licenses, permits, registrations, certifications, insurance, and supplier agreements.
- Prompt correction of code, health, safety, accessibility, and maintenance deficiencies.
- Capital replacement planning and adequate reserves for equipment failure and building maintenance.

If the operator leases the site, the Proposal must include a responsibility matrix identifying the operator's and landlord's maintenance, capital-repair, insurance, casualty, and storm-recovery obligations. The final lease must be consistent with the commitments made to the City.

12. Disaster Preparedness and Continuity of Operations

The Proposal must include a preliminary hurricane and continuity-of-operations plan addressing:

- Pre-storm staffing, inventory, communications, facility protection, shutdown, and evacuation procedures.
- Protection of refrigerated and frozen inventory and critical records.
- Backup power, generator maintenance, fuel supply, safe operation, and testing.

- Alternate suppliers, delivery routes, emergency purchasing, and inventory prioritization.
- Employee accountability and customer communications before and after a closure.
- Post-storm damage inspection, food-safety assessment, cleanup, repairs, and safe reopening.
- Coordination with City emergency-management personnel when requested and legally appropriate.
- Target reopening timeframes based on site access, utilities, safety, and regulatory authorization.

13. Potential City or CRA Assistance

The City may consider a lawful, reasonable, and performance-based form of assistance; however, no assistance is promised. A Proposer requesting assistance must identify the specific amount, form, purpose, timing, public benefit, and minimum assistance necessary for the project to proceed.

Potential forms of assistance, if separately authorized, may include development coordination, letters of support, marketing assistance, an eligible CRA incentive, reimbursement of approved eligible costs, or another lawful economic-development measure. The City will not guarantee financing, profitability, site acquisition, zoning, permits, insurance, utilities, or third-party approvals.

Any financial assistance may be subject to:

- A demonstrated funding gap and verification of private investment and financing.
- Eligibility under applicable law, the City budget, and the CRA plan, if CRA funds are proposed.
- Governing-body approval at a public meeting and execution of a separate agreement.
- Payment only after completion, inspection, and submission of invoices, proof of payment, permits, lien releases, and other documentation.
- A minimum continuous operating term of [FIVE/SEVEN/TEN] years.
- Milestone, minimum-hour, grocery-inventory, maintenance, reporting, and public-benefit requirements.
- Prorated repayment, clawback, lien, mortgage, guaranty, letter of credit, or other security if the project fails to open, closes early, materially changes use, or defaults.

14. Required Proposal Contents

Proposals should be organized in the following order and include sufficient detail for evaluation:

1. Cover Letter and Executive Summary. Identify the Proposer, authorized representative, proposed site, requested City assistance, anticipated private investment, and proposed opening date.
2. Team and Organizational Structure. Identify all owners, partners, affiliates, property owners, developers, operators, consultants, architects, engineers, contractors, and key personnel.
3. Qualifications and Relevant Experience. Provide project examples, dates, costs, size, role, opening status, performance, and client references.
4. Site Proposal and Evidence of Control. Provide all information required by Section 6 and disclose contingencies.

5. Grocery Concept and Community Benefit. Describe product mix, affordability, local sourcing, customer services, hours, staffing, and year-round service.
6. Design, Build-Out, and Resilience Approach. Include preliminary plans, major systems, code and flood strategy, backup power, estimated costs, and professional team.
7. Implementation Schedule. Provide milestones, dependencies, critical path, opening date, and risk-mitigation measures.
8. Operations, Maintenance, and Disaster Plan. Address continuous operations, maintenance allocation, reserves, severe weather, and reopening.
9. Financial Proposal. Provide sources and uses, private equity, debt, requested assistance, operating pro forma, and evidence of capacity.
10. Exceptions and Requested Contract Terms. Clearly identify all exceptions to this RFP and all requested conditions.
11. Required Forms and Certifications. Submit all forms included in or added to the solicitation.

15. Financial Information

The financial submission must include:

- Total estimated project cost and detailed sources-and-uses schedule.
- Acquisition or lease costs, design and permitting, construction, equipment, initial inventory, pre-opening expenses, working capital, and contingency.
- Amount and source of Proposer equity, debt, grants, tax credits, landlord contribution, and other financing.
- Five-year operating pro forma showing sales assumptions, cost of goods, staffing, occupancy, utilities, maintenance, insurance, debt service, and cash flow.
- Evidence of available capital, financing interest, or other financial capacity.
- Specific amount and proposed structure of any requested City or CRA assistance.
- Proposed performance security and repayment or clawback terms.

Confidential or exempt financial information must be separately marked with the specific legal basis asserted. The City cannot guarantee confidentiality and will determine disclosure obligations under Florida law.

16. Evaluation and Selection

An evaluation committee may review responsive Proposals using the following criteria. The City may adjust the final criteria by addendum before the Proposal deadline.

Criterion	Points
Proposed site, suitability, and evidence of site control	20
Grocery concept, affordability, and community benefit	20
Experience, qualifications, references, and project team	15

Criterion	Points
Build-out, code compliance, FEMA/flood resilience, and backup power	15
Financial capacity, private investment, and project feasibility	15
Implementation schedule and readiness to open	10
Reasonableness of requested public assistance and overall value	5
TOTAL	100

16.1 Selection Process

The City may use any combination of written evaluation, clarification requests, interviews, presentations, site visits, reference checks, financial review, due diligence, and negotiations. The City may negotiate with the highest-ranked Proposer, negotiate concurrently with more than one Proposer when permitted, discontinue negotiations, or reject all Proposals.

16.2 Conditions Precedent to Final Award

- Acceptable evidence of site control.
- Verification of financial capacity and project financing.
- Agreement on scope, milestones, operating obligations, maintenance, public benefit, remedies, and any assistance.
- Confirmation of legal eligibility and funding availability for any City or CRA participation.
- Approval by the appropriate governing body and execution of definitive agreements.

17. Proposal Instructions

Submission Deadline	[INSERT DATE AND TIME]
Submission Method	[INSERT SEALED HARD-COPY AND/OR ELECTRONIC REQUIREMENTS]
Copies	[INSERT NUMBER OF ORIGINALS/COPIES AND ELECTRONIC FORMAT]
Envelope/Subject Label	RFP 2026-BGS-01 – Boutique Grocery Store
Questions	Submit in writing to [INSERT CONTACT AND EMAIL] by [INSERT DEADLINE].
Addenda	Proposers are responsible for obtaining and acknowledging all addenda.

Late Proposals may be rejected. Oral explanations or instructions are not binding. Only a written addendum issued by the City may modify this solicitation. Proposers must not contact elected officials or evaluation committee members regarding this solicitation except through the designated process.

18. General Terms and Reservations

- The City may reject any or all Proposals, waive nonmaterial irregularities, cancel or reissue the solicitation, request additional information, or make no award.
- All costs of Proposal preparation, due diligence, negotiation, design, financing, and participation are the Proposer's sole responsibility.
- The City may investigate qualifications, finances, references, ownership, litigation, regulatory history, and any other matter relevant to responsibility and risk.
- Selection, ranking, negotiation, or governing-body authorization does not create a contract or entitlement.
- The Proposer is responsible for verifying all information and may not rely on estimates, concepts, or property information supplied by the City without independent confirmation.
- Any resulting agreement will be governed by Florida law, with venue as provided by law in Levy County, Florida.
- The selected Proposer must comply with applicable public-records requirements, including section 119.0701, Florida Statutes, when applicable.
- The selected Proposer must comply with applicable E-Verify requirements, including section 448.095, Florida Statutes.
- The selected Proposer must disclose conflicts of interest and comply with applicable ethics, lobbying, nondiscrimination, and drug-free workplace requirements.
- The selected Proposer may not assign the award, agreement, site-control arrangement, or controlling interest without prior written City approval where required by the final agreement.

19. Anticipated Agreement Protections

The final agreement is expected to address, as applicable:

- Final project scope, plans, budget, financing, site control, schedule, and opening deadline.
- Minimum operating term, required hours, core grocery categories, and material-change restrictions.
- Private investment and conditions for any public payment or reimbursement.
- Maintenance, capital repair, casualty, insurance, condemnation, and restoration responsibilities.
- Construction contracting, permits, inspections, warranties, bonds, lien releases, and closeout.
- Insurance limits, additional-insured status, indemnification, waiver of claims, and risk allocation.
- Performance reporting, inspections, audit rights, record retention, and public-records compliance.
- Events of default, notice, cure, suspension, termination, recapture, clawback, security, and survival provisions.
- Ownership and disposition of plans, fixtures, equipment, improvements, and publicly funded assets.
- Force majeure and hurricane provisions that distinguish excusable delay from permanent nonperformance.

20. Proposed Project Performance Standards

Proposers should state whether they accept or propose revisions to the following preliminary standards:

Performance Item	Proposed Requirement
Opening deadline	No later than [] months after agreement execution, subject to approved extensions.
Minimum operating term	[FIVE/SEVEN/TEN] continuous years after opening.
Hours	At least [] hours per week over at least [] days, subject to approved seasonal adjustments.
Core inventory	Continuous, commercially reasonable stock across the categories identified in Section 9.
Maintenance response	Immediate response for health/safety/refrigeration failures; other deficiencies corrected within agreed cure periods.
Reporting	Quarterly during development and annually after opening, plus prompt notice of closures or material defaults.
Closure	Advance notice where practicable and immediate notice of unplanned closure exceeding [] consecutive days.

21. Required Forms

The City may attach or issue by addendum its standard forms. At minimum, the final solicitation should include:

- Proposal Signature and Certification Form.
- Acknowledgment of Addenda.
- Conflict of Interest and Non-Collusion Affidavit.
- Public Entity Crimes Statement.
- Drug-Free Workplace Certification.
- E-Verify Certification.
- Public Records Acknowledgment.
- Proposer Reference Form.
- Site Control/Property Owner Authorization Form.
- Financial Proposal and Requested Assistance Form.
- Exceptions to RFP and Proposed Agreement Terms Form.

Appendix A – Proposal Checklist

- ☐ Signed cover letter and executive summary

- ☐ Complete proposer and team identification
- ☐ Qualifications, resumes, project examples, and references
- ☐ Site information and acceptable evidence of site control
- ☐ Property owner authorization when Proposer is not the owner
- ☐ Concept plan, site plan, and preliminary floor plan
- ☐ Code, floodplain, FEMA, resilience, and backup-power approach
- ☐ Implementation schedule and proposed opening date
- ☐ Operations, maintenance, and disaster-continuity plans
- ☐ Sources and uses, five-year pro forma, and evidence of financial capacity
- ☐ Detailed request for City/CRA assistance, if any
- ☐ Exceptions and requested contract terms
- ☐ Required certifications and acknowledged addenda

Appendix B – Site and Property Owner Certification

Proposed Site Address: _____

Parcel Identification Number: _____

Property Owner: _____

Proposer's Current Site-Control Interest: _____

Expiration Date of Option, Letter of Intent, or Lease Contingency: _____

The undersigned property owner acknowledges the proposed grocery store project and authorizes the Proposer to identify the property in its Proposal. This acknowledgment does not obligate the City to approve the site, project, development application, incentive, or agreement.

Property Owner Signature: _____ Date: _____

Printed Name and Title: _____

Appendix C – Financial Proposal Summary

Item	Amount / Description
Property acquisition or lease commitment	\$ _____
Design, permitting, and professional services	\$ _____
Construction and resilient build-out	\$ _____
Fixtures, furnishings, refrigeration, and equipment	\$ _____
Initial inventory and pre-opening expenses	\$ _____

Item	Amount / Description
Working capital and operating reserve	\$ _____
Contingency	\$ _____
Total Project Cost	\$ _____
Proposer equity	\$ _____
Debt and other private financing	\$ _____
Requested City or CRA assistance	\$ _____

Appendix D – References

Reference 1

Organization/Project: _____

Contact Name and Title: _____

Telephone and Email: _____

Project Type, Location, Cost, and Completion/Opening Date: _____

Reference 2

Organization/Project: _____

Contact Name and Title: _____

Telephone and Email: _____

Project Type, Location, Cost, and Completion/Opening Date: _____

Reference 3

Organization/Project: _____

Contact Name and Title: _____

Telephone and Email: _____

Project Type, Location, Cost, and Completion/Opening Date: _____

Appendix E – Drafting Notes Before Issuance

The following items must be completed or confirmed before publication:

- Insert solicitation number, dates, contact information, submission method, and required copies.
- Decide whether a pre-proposal meeting is required and whether property tours will be offered.
- Determine whether the City or CRA intends to identify a maximum incentive amount or invite proposers to request assistance.
- Select the preferred minimum operating term, opening deadline, weekly hours, reporting frequency, and clawback schedule.
- Attach the City's current standard procurement forms, insurance requirements, and protest procedures.
- Confirm advertising, evaluation, negotiation, public-meeting, and award procedures with the City Attorney.
- Confirm the lawful authority, public purpose, CRA eligibility, and security for any proposed public assistance.
- Have the City Attorney, floodplain administrator, building official/contracted provider, fire official, and CRA counsel or administrator review the final document.