CITY OF CEDAR KEY
COMMISSION MEETING AGENDA-UPDATED
November 17, 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 October 20, 2026
ACTION ITEM: Approve Nextower Agreement
ACTION ITEM: Approve Meeting Schedule for FY 2027

Public Comment

Reports by Cedar Key Entities:
Cedar Key Water & Sewer District: General Managers Report
Lions Club
Cedar Key Women's Club
Chamber of Commerce
Cedar Key Aquaculture Association
Nature Coast Biological Station/NCBS
Cedar Key Arts Center
Cedar Key Non-Profit Organizations

Clerk's Office and Administration:

- **ACTION ITEM:** Approval of Resolution 516 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA; AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR GENERAL EMPLOYEES; PROVIDING FOR

EMPLOYER CONTRIBUTIONS AND PARTICIPATION ELIGIBILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

- **ACTION ITEM:** Approval of Resolution 517 – A RESOLUTION OF THE CITY OF CEDAR KEY, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO INCREASE BUDGETED
- **ACTION ITEM:** Approve the CivicPlus/Municode Statement of Work for Full-Service Code Supplementation and Online Code Hosting for the One-Year Term Beginning March 21, 2027, in the Amount of $2,303.38, and Authorize the Mayor to Execute the Agreement on Behalf of the City

Public Works:

- **ACTION ITEM:** Discussion and Possible Approval of the Cedar Key Marina Restoration and Management Legislative Appropriation Request

Fire Department/Emergency Management:

- **ACTION ITEM:** Consideration and possible adoption of Resolution No. 518, amending Sections 601, 602, and 604 of the City of Cedar Key Employee Policy Manual to establish a 24-hours-on, 48-hours-off schedule for full-time shift firefighters, clarify meal-period timekeeping, and establish overtime after 106 hours worked in a fixed 14-day work period for eligible Fire Rescue personnel.

Police Department:

- **ACTION ITEM:** Approval of One Full-Time Police Officer at the Starting Salary of $50,000.00, Plus Benefits and FRS Retirement.
- **ACTION ITEM:** Approval of the Promotion of One Current Officer to Sergeant and Another to Corporal with a Combined Salary Increase of $3,000.00 and Associated FRS Retirement
- **DISCUSSION ITEM:** Discussion and Direction Regarding the Future of the Cedar Key Police Department

Attorney Items:

Commissioner Discussion Items, Focus Areas, and Concerns

Adjournment at _____ p.m.

CITY OF CEDAR KEY
COMMISSION MEETING AGENDA-UPDATED-MINUTES
October 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 (Absent)
- Dell Weible, Commissioner – Seat 4
- Mel Beckham, Commissioner – Seat 5

ACTION ITEM: Approval of the Meeting Agenda
Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous
ACTION ITEM: Consent Agenda for Minutes-Commission Meeting September 15, 2026
Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous
DISCUSSION ITEM: Presentation by Nextower Representative Regarding the Water Tower Lease Agreement (Add to November Agenda)
Motion for Mr. Fugate to Draft Language to Outline Inclusivity Guidelines by Commissioner Weible. Second: Commissioner Sear. Vote: (3-1, No by Commissioner Davis.)
ACTION ITEM: Schedule CRA Meeting
Tuesday, November 10th at 3:00 PM
ACTION ITEM: Schedule RV Park Moratorium Public Workshop
To Follow CRA Meeting: Tuesday, November 10th at 3:00 PM
ACTION ITEM: Consider Blocking Off Dock Street and Waiver of Fee for Dock Street Fest
Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous.
Commissioner Sear recused.

Public Comment

Reports by Cedar Key Entities:
Cedar Key Water & Sewer District: General Managers Report
Lions Club

Cedar Key Women's Club
Chamber of Commerce
Cedar Key Aquaculture Association
Nature Coast Biological Station/NCBS
Cedar Key Arts Center
Cedar Key Non-Profit Organizations
DECA: Consider Waiver of Fee to Use Pavillon for Fishing Tournament
Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous.

Clerk's Office and Administration:

- **ACTION ITEM:** Approval of the Temporary Use of City Right-of-Way Use Form
  Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous

Public Works:

- **ACTION ITEM:** Discussion and Possible Approval of the Cedar Key Marina Restoration and Management Legislative Appropriation Request
  Motion: Commissioner Davis. Second: Commissioner Sera. Vote: Unanimous

Fire Department/Emergency Management:

- RESOLUTION NO. 514 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, ADOPTING THE 2026 LEVY COUNTY LOCAL MITIGATION STRATEGY UPDATE; PROVIDING FOR SUBMITTAL OF THE ADOPTION RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
  Motion: Commissioner Davis. Second: Commissioner Weible. Vote: Unanimous

Police Department:

Attorney Items:

- ORDINANCE NO. 568 – Second Reading of AN ORDINANCE OF THE CITY OF CEDAR KEY, FLORIDA, AMENDING THE CITY'S ELECTION PROVISIONS RELATING TO RUNOFF ELECTIONS; PROVIDING THAT RUNOFF ELECTIOS SHALL BE CONDUCTED SEVEN WEEKS AFTER THE REGULAR ELECTION; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
  Motion: Commissioner Davis. Second: Commissioner Sera. Vote: Unanimous
- RESOLUTION 513 – A RESOLUTION OF THE CITY COMMISSION OF TH CITY OF CEDAR KEY, FLORIDA, AMENDING THE SOLID WASTE CONTRACT TO INCREASE TIPPING FEES

Motion was amended to reflect Mr. Fugate to work with Wastepro to add language to develop a time element for review by Commissioner Davis. Second; Commissioner Sera. Vote: Unanimous

Commissioner Discussion Items, Focus Areas, and Concerns

Advised the City Clerk to bring a proposal regarding charging for notary services in November.

Adjournment at 7:12 p.m.

Mel Beckham, Vice Mayor

ATTEST: _____

Prepared by: Brooke Smith, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Sera, Nancy	City of Cedar Key
MAILING ADDRESS 809 6TH Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Chiefland COUNTY Levy	NAME OF POLITICAL SUBDIVISION: City of Cedar Key
DATE ON WHICH VOTE OCCURRED 10-20-2026	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nancy Sera, hereby disclose that on October 20, 20 26:

(a) A measure came or will come before my agency which (check one)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

10-20-2026
Date Filed

N Sera
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

WATER TOWER MANAGEMENT AGREEMENT
(CEDAR KEY)

THIS WATER TOWER MANAGEMENT AGREEMENT (this "Agreement") is made as of _____, 202___ (the "Effective Date") by and between THE CITY OF CEDAR KEY, a Florida municipal corporation, having an address at 809 6th Street, Cedar Key, FL 32625 ("CITY"), CEDAR KEY WATER AND SEWER DISTRICT, a special district chartered under the Laws of Florida, having an address at P.O. Box 309, Cedar Key, Florida 32625 ("OWNER"), and NEXTOWER DEVELOPMENT GROUP II, LLC, having an address at 905 NW 56th Terrace, Suite A, Gainesville, Florida 32605 ("MANAGER").

RECITALS

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

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

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

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

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

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

agreement to the CITY and/or OWNER, as the case may be, for approval and execution (with MANAGER listed as CITY's and/or OWNERs manager). For any new Lease or Lease modification/extension for which approval by the CITY is required, such new Lease or Lease modification/extension shall be approved by the City Commission and executed by the City's Mayor. Upon execution by all parties, MANAGER shall provide a fully executed copy of the agreement to CITY and OWNER for their files.

D. The nonexclusive right, for the benefit of both MANAGER and Tenants, twenty-four (24) hours per day, seven (7) days per week for pedestrian and vehicular access to and over the Real Property and the Water Tower, from an open and improved public road to the Landlord's Premises, for the management, installation, maintenance, and operation of communications facilities, including any utilities serving the Landlord's Premises. MANAGER has the right to manage such access, and CITY and OWNER will provide MANAGER such approvals, codes, keys, and other instruments or information as may be necessary for such access.

E. The nonexclusive right to collect rent, security deposits, utility charges and any other monies derived from the Leases, which MANAGER shall distribute in accordance with Section 3 hereof; and

F. Any other ancillary/incidental rights and responsibilities related to the foregoing.

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

A. Notwithstanding anything herein to the contrary, the parties agree that CITY and OWNER will retain and continue to be responsible for: (i) obligations relating to the ownership and use of the Real Property and Water Tower; (ii) any covenant or obligation of CITY and OWNER relating to the environmental condition of the Real Property and Water Tower; (iii) providing access for ingress and egress and for utilities to the Real Property and Water Tower to MANAGER and Tenants twenty-four (24) hours per day, three hundred sixty-five (365) days per year; and (iv) executing all final agreements for new Leases, Lease modifications, and Lease extensions presented by MANAGER.

B. Notwithstanding anything herein to the contrary, CITY and OWNER shall have final approval authority over any new Leases, Lease modifications, and Lease extensions presented by MANAGER. Nothing herein shall obligate CITY or OWNER to approve any new Leases, Lease modifications, and Lease extensions presented by MANAGER ,however, CITY's and OWNER's review shall occur within 30 days (30) days from MANAGER's presenting of a new or modified lease to CITY and OWNER.

C. Notwithstanding anything herein to the contrary, CITY and OWNER shall have final approval authority over any proposed structural modifications, alterations, or improvements to the Water Tower and any proposed modifications, alternations, or improvements to the Real Property.

3. **MANAGER FEES.**

A. It is agreed that for all Tenants originated by Manager and all Lease modifications and/or extensions originated by MANAGER, MANAGER shall be entitled to retain on a monthly basis, in arrears, thirty-three and one-third percent (33 1/3%) of the gross proceeds from all rental or license fee payments to be made ("Manager Fees"). The remaining sixty-six and two-thirds percent (66 2/3%) of gross proceeds from all rental or license fee payments to be made shall be divided evenly between CITY and OWNER and promptly forwarded to CITY and OWNER by MANAGER on a monthly basis, in arrears. Notwithstanding anything herein to the contrary, Manager's Fee for any modification or extension of the Verizon Lease shall be limited to 33 1/3% of any increase in the rent paid by lessee under such lease over and above the rent paid by lessee prior to the effective date of the modification or extension.

B. All rental or license fee payments for which MANAGER is the originator shall be made directly to MANAGER. CITY and OWNER shall have the right to have their accountants or other designated representatives examine MANAGER's books and records with regard to this Agreement, upon reasonable prior notice, from time to time.

C. During the term of this Agreement, MANAGER may pay certain expenses on behalf of CITY and/or OWNER as the CITY and/or OWNER shall request in writing or as MANAGER shall request in writing for approval by CITY and/or OWNER, such expenses to be agreed upon in writing by the parties prior to any payment. In such case, MANAGER shall provide to CITY and/or OWNER, as the case may be, a bill setting forth the item(s) for which MANAGER is seeking reimbursement, and CITY and/or OWNER, as the case may be, shall reimburse MANAGER within thirty (30) days of its receipt of said bill.

4. **TERM AND TERMINATION**.

A. Term. The term of this Agreement shall be for thirty (30) years commencing on the Effective Date and subject to termination only as provided in this Agreement (the "Term").

B. Termination. MANAGER may terminate this Agreement for any reason upon no less than thirty (30) days' written notice to OWNER.

C. Termination (OWNER/CITY). OWNER and CITY may jointly terminate this Agreement due to MANAGER'S default and after MANAGER's failure to timely cure per Section 6 herein upon provision of written notice to MANAGER.

D. Upon any termination of this Agreement, all of MANAGER's rights and responsibilities under Section 1 and all of CITY and OWNER's rights and responsibilities under Section 2 shall henceforth terminate. Prior to any termination becoming effective, MANAGER shall cooperate with OWNER and CITY to ensure that all records pertaining to leases managed by MANAGER are transferred to OWNER and/or CITY, and MANAGER shall facilitate the transition of management responsibilities for all such leases to OWNER and/or CITY.

5. **INSURANCE**. MANAGER shall, at its expense, maintain during the Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars ($1,000,000.00) for injury to or death of one or more persons in any one

occurrence, and Five Hundred Thousand Dollars ($500,000.00) for damage to or destruction of property in any one occurrence. CITY and OWNER shall be named as additional insureds, as their interests may appear, and the policies shall contain cross liability endorsements. MANAGER may carry said insurance under a blanket policy. MANAGER shall deliver to CITY and OWNER, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to CITY and OWNER.

6. **DEFAULTS AND REMEDIES**.

A. Notwithstanding anything in this Agreement to the contrary, CITY, OWNER and MANAGER shall not be in default under this Agreement for failure to perform any obligation under this Agreement until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Agreement if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

B. Should MANAGER breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in Section 6(a) above, CITY and/or OWNER may seek specific performance or actual damages, invoke any other remedies available in law or in equity or terminate this Agreement.

C. Should CITY or OWNER breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in Section 6(a) above, MANAGER may terminate this Agreement effective upon receipt of written notice by CITY or OWNER, as the case may be, or, at its option, cure such default. All sums expended by MANAGER in connection therewith shall be paid by CITY or OWNER, as the case may be, to MANAGER upon demand.

D. Notwithstanding anything to the contrary herein, in the event of the termination or expiration of this Agreement, MANAGER shall continue to receive Manager Fees for all Tenants it originates that enter into Leases during the Term and all Lease modifications and/or extensions it originates during the Term until such time as the respective Leases expire or terminate.

7. **TAXES**. Except to the extent all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments regardless of the taxing method pertaining to the Real Property and Water Tower (collectively, "Taxes") are the obligation of Tenants under Leases, CITY and OWNER shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from MANAGER, CITY and OWNER shall furnish to MANAGER a copy of each bill for any such Taxes and evidence of CITY's or OWNER's payment of such bill. In the event that CITY or OWNER fails to pay any Taxes when due, MANAGER shall have the right, but not the obligation, to pay such Taxes on behalf of CITY or OWNER after MANAGER gives CITY or OWNER thirty (30) days' notice. CITY or OWNER shall reimburse MANAGER for the full amount of such

Taxes paid by MANAGER on CITY's or OWNER's behalf within five (5) business days of CITY's or OWNER's receipt of an invoice from MANAGER.

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

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

10. **QUIET POSSESSION; MAINTENANCE OF REAL PROPERTY**. CITY hereby covenants that OWNER has a valid fee interest in the Real Property, and OWNER hereby covenants that OWNER has a valid ownership interest in the Water Tower, and each shall defend title to the Real Property and the Water Tower, respectively, for and on behalf of MANAGER and shall provide such further assurances of title as may be necessary or appropriate. CITY and OWNER further agree to maintain and repair the Real Property and the Water Tower. Without limiting the foregoing, except to the extent maintenance and/or repair is the obligation of Tenants under Leases, CITY and OWNER shall be solely responsible for the maintenance and repair of the Real Property and Water Tower.

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

12. **NOTICES**. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 12.

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

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

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

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

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

18. **INDEMNIFICATION / HOLD HARMLESS.**

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

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

20. **GOVERNING LAW**. The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the State of Florida. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought in the courts of Levy County or Alachua County, Florida and each of the parties consents to the jurisdiction of such courts (and to the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. In the event of litigation arising out of this Agreement, if a court of competent jurisdiction issues a final, non-appealable order, the non-prevailing party in such litigation shall reimburse the prevailing party for its costs and expenses (including reasonable attorney's fees) in obtaining such judgment.

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

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

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

[SIGNATURES FOLLOW]

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

CITY:

CITY OF CEDAR KEY, a Florida municipal corporation

By: _____

_____

WITNESSES:

_____

Print Name: _____

Address Line 1: _____

Address Line 2: _____

_____

Print Name: _____

Address Line 1: _____

Address Line 2: _____

STATE OF FLORIDA

COUNTY OF _____

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

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank)

_____

(Serial number, if any)

OWNER:

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

By: _____
_____

WITNESSES:

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ as _____ of Cedar Key Water and Sewer District, a special district chartered under the Laws of Florida, who is personally known to me or has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

MANAGER:

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

By: _____
David H. Boeff, President/CEO

WITNESSES:

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ as _____ of NexTower Development Group II, LLC, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

Exhibit A

LEGAL DESCRIPTION OF REAL PROPERTY

[To be inserted]

WATER TOWER MANAGEMENT AGREEMENT
(CEDAR KEY)

THIS WATER TOWER MANAGEMENT AGREEMENT (this "Agreement") is made as of _____, 202___ (the "Effective Date") by and between THE CITY OF CEDAR KEY, a Florida municipal corporation, having an address at 809 6th Street, Cedar Key, FL 32625 ("CITY"), CEDAR KEY WATER AND SEWER DISTRICT, a special district chartered under the Laws of Florida, having an address at P.O. Box 309, Cedar Key, Florida 32625 ("OWNER"), and NEXTOWER DEVELOPMENT GROUP II, LLC, having an address at 905 NW 56th Terrace, Suite A, Gainesville, Florida 32605 ("MANAGER").

RECITALS

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

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

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

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

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

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

agreement to the CITY and/or OWNER, as the case may be, for approval and execution (with MANAGER listed as CITY's and/or OWNERs manager). For any new Lease or Lease modification/extension for which approval by the CITY is required, such new Lease or Lease modification/extension shall be approved by the City Commission and executed by the City's Mayor. Upon execution by all parties, MANAGER shall provide a fully executed copy of the agreement to CITY and OWNER for their files.

D. The nonexclusive right, for the benefit of both MANAGER and Tenants, twenty-four (24) hours per day, seven (7) days per week for pedestrian and vehicular access to and over the Real Property and the Water Tower, from an open and improved public road to the Landlord's Premises, for the management, installation, maintenance, and operation of communications facilities, including any utilities serving the Landlord's Premises. MANAGER has the right to manage such access, and CITY and OWNER will provide MANAGER such approvals, codes, keys, and other instruments or information as may be necessary for such access.

E. The nonexclusive right to collect rent, security deposits, utility charges and any other monies derived from the Leases, which MANAGER shall distribute in accordance with Section 3 hereof; and

F. Any other ancillary/incidental rights and responsibilities related to the foregoing.

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

A. Notwithstanding anything herein to the contrary, the parties agree that CITY and OWNER will retain and continue to be responsible for: (i) obligations relating to the ownership and use of the Real Property and Water Tower; (ii) any covenant or obligation of CITY and OWNER relating to the environmental condition of the Real Property and Water Tower; (iii) providing access for ingress and egress and for utilities to the Real Property and Water Tower to MANAGER and Tenants twenty-four (24) hours per day, three hundred sixty-five (365) days per year; and (iv) executing all final agreements for new Leases, Lease modifications, and Lease extensions presented by MANAGER.

B. Notwithstanding anything herein to the contrary, CITY and OWNER shall have final approval authority over any new Leases, Lease modifications, and Lease extensions presented by MANAGER. Nothing herein shall obligate CITY or OWNER to approve any new Leases, Lease modifications, and Lease extensions presented by MANAGER, however, CITY's and OWNER's review shall occur within 30 days (30) days from MANAGER's presenting of a new or modified lease to CITY and OWNER.

C. Notwithstanding anything herein to the contrary, CITY and OWNER shall have final approval authority over any proposed structural modifications, alterations, or improvements to the Water Tower and any proposed modifications, alternations, or improvements to the Real Property.

3. **MANAGER FEES.**

A. It is agreed that for all Tenants originated by Manager and all Lease modifications and/or extensions originated by MANAGER, MANAGER shall be entitled to retain on a monthly basis, in arrears, thirty-three and one-third percent (33 1/3%) of the gross proceeds from all rental or license fee payments to be made ("Manager Fees"). The remaining sixty-six and two-thirds percent (66 2/3%) of gross proceeds from all rental or license fee payments to be made shall be divided evenly between CITY and OWNER and promptly forwarded to CITY and OWNER by MANAGER on a monthly basis, in arrears. Notwithstanding anything herein to the contrary, Manager's Fee for any modification or extension of the Verizon Lease shall be limited to 33 1/3% of any increase in the rent paid by lessee under such lease over and above the rent paid by lessee prior to the effective date of the modification or extension.

B. All rental or license fee payments for which MANAGER is the originator shall be made directly to MANAGER. CITY and OWNER shall have the right to have their accountants or other designated representatives examine MANAGER's books and records with regard to this Agreement, upon reasonable prior notice, from time to time.

C. During the term of this Agreement, MANAGER may pay certain expenses on behalf of CITY and/or OWNER as the CITY and/or OWNER shall request in writing or as MANAGER shall request in writing for approval by CITY and/or OWNER, such expenses to be agreed upon in writing by the parties prior to any payment. In such case, MANAGER shall provide to CITY and/or OWNER, as the case may be, a bill setting forth the item(s) for which MANAGER is seeking reimbursement, and CITY and/or OWNER, as the case may be, shall reimburse MANAGER within thirty (30) days of its receipt of said bill.

4. **TERM AND TERMINATION**.

A. Term. The term of this Agreement shall be for thirty (30) years commencing on the Effective Date and subject to termination only as provided in this Agreement (the "Term").

B. Termination. MANAGER may terminate this Agreement for any reason upon no less than thirty (30) days' written notice to OWNER.

C. Termination (OWNER/CITY). OWNER and CITY may jointly terminate this Agreement due to MANAGER'S default and after MANAGER's failure to timely cure per Section 6 herein upon provision of written notice to MANAGER.

D. Upon any termination of this Agreement, all of MANAGER's rights and responsibilities under Section 1 and all of CITY and OWNER's rights and responsibilities under Section 2 shall henceforth terminate. Prior to any termination becoming effective, MANAGER shall cooperate with OWNER and CITY to ensure that all records pertaining to leases managed by MANAGER are transferred to OWNER and/or CITY, and MANAGER shall facilitate the transition of management responsibilities for all such leases to OWNER and/or CITY.

5. **INSURANCE**. MANAGER shall, at its expense, maintain during the Term, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars ($1,000,000.00) for injury to or death of one or more persons in any one

occurrence, and Five Hundred Thousand Dollars ($500,000.00) for damage to or destruction of property in any one occurrence. CITY and OWNER shall be named as additional insureds, as their interests may appear, and the policies shall contain cross liability endorsements. MANAGER may carry said insurance under a blanket policy. MANAGER shall deliver to CITY and OWNER, upon request, certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after ten (10) days' prior written notice to CITY and OWNER.

6. **DEFAULTS AND REMEDIES**.

A. Notwithstanding anything in this Agreement to the contrary, CITY, OWNER and MANAGER shall not be in default under this Agreement for failure to perform any obligation under this Agreement until thirty (30) days after receipt of written notice of the act or omission constituting the default; provided, however, where any such default cannot reasonably be cured within thirty (30) days, neither party shall be deemed to be in default under this Agreement if such defaulting party commences to cure such default within said thirty (30) day period and thereafter diligently pursues such cure to completion.

B. Should MANAGER breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in Section 6(a) above, CITY and/or OWNER may seek specific performance or actual damages, invoke any other remedies available in law or in equity or terminate this Agreement.

C. Should CITY or OWNER breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach shall continue uncured thirty (30) days following the receipt of written notice, as provided in Section 6(a) above, MANAGER may terminate this Agreement effective upon receipt of written notice by CITY or OWNER, as the case may be, or, at its option, cure such default. All sums expended by MANAGER in connection therewith shall be paid by CITY or OWNER, as the case may be, to MANAGER upon demand.

D. Notwithstanding anything to the contrary herein, in the event of the termination or expiration of this Agreement, MANAGER shall continue to receive Manager Fees for all Tenants it originates that enter into Leases during the Term and all Lease modifications and/or extensions it originates during the Term until such time as the respective Leases expire or terminate.

7. **TAXES**. Except to the extent all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments regardless of the taxing method pertaining to the Real Property and Water Tower (collectively, "Taxes") are the obligation of Tenants under Leases, CITY and OWNER shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from MANAGER, CITY and OWNER shall furnish to MANAGER a copy of each bill for any such Taxes and evidence of CITY's or OWNER's payment of such bill. In the event that CITY or OWNER fails to pay any Taxes when due, MANAGER shall have the right, but not the obligation, to pay such Taxes on behalf of CITY or OWNER after MANAGER gives CITY or OWNER thirty (30) days' notice. CITY or OWNER shall reimburse MANAGER for the full amount of such

Taxes paid by MANAGER on CITY's or OWNER's behalf within five (5) business days of CITY's or OWNER's receipt of an invoice from MANAGER.

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

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

10. **QUIET POSSESSION; MAINTENANCE OF REAL PROPERTY**. CITY hereby covenants that OWNER has a valid fee interest in the Real Property, and OWNER hereby covenants that OWNER has a valid ownership interest in the Water Tower, and each shall defend title to the Real Property and the Water Tower, respectively, for and on behalf of MANAGER and shall provide such further assurances of title as may be necessary or appropriate. CITY and OWNER further agree to maintain and repair the Real Property and the Water Tower. Without limiting the foregoing, except to the extent maintenance and/or repair is the obligation of Tenants under Leases, CITY and OWNER shall be solely responsible for the maintenance and repair of the Real Property and Water Tower.

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

12. **NOTICES**. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth above. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section 12.

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

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

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

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

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

18. **INDEMNIFICATION / HOLD HARMLESS.**

A. MANAGER shall indemnify and hold CITY and OWNER harmless against any claim of liability or loss from bodily injury, property damage, and other personal injury and other damages to the extent caused by MANAGER's breach of this Agreement, including, without limitation, the negligent provision of services pursuant to this Agreement.

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

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

20. **GOVERNING LAW**. The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the State of Florida. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought in the courts of Levy County or Alachua County, Florida and each of the parties consents to the jurisdiction of such courts (and to the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. In the event of litigation arising out of this Agreement, if a court of competent jurisdiction issues a final, non-appealable order, the non-prevailing party in such litigation shall reimburse the prevailing party for its costs and expenses (including reasonable attorney's fees) in obtaining such judgment.

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

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

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

[SIGNATURES FOLLOW]

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

CITY:

CITY OF CEDAR KEY, a Florida municipal corporation

By: _____

_____

WITNESSES:

_____

Print Name: _____

Address Line 1: _____

Address Line 2: _____

_____

Print Name: _____

Address Line 1: _____

Address Line 2: _____

STATE OF FLORIDA

COUNTY OF _____

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

_____

(Signature of person taking acknowledgment)

_____

(Name typed, printed or stamped)

_____

(Title or rank)

_____

(Serial number, if any)

OWNER:

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

By: _____

_____

WITNESSES:

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ as _____ of Cedar Key Water and Sewer District, a special district chartered under the Laws of Florida, who is personally known to me or has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

MANAGER:

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

By: _____
David H. Boeff, President/CEO

WITNESSES:

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

_____
Print Name: _____
Address Line 1: _____
Address Line 2: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202__ by _____ as _____ of NexTower Development Group II, LLC, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

Exhibit A

LEGAL DESCRIPTION OF REAL PROPERTY

[To be inserted]

CITY OF CEDAR KEY

City Commission Agenda Summary

Proposed FY 2027 Meeting Schedule

City Commission and CRA Board

Action item | November 17, 2026
Department Administration / City Clerk

REQUESTED ACTION

Consideration and possible approval of the proposed City Commission and Community Redevelopment Agency (CRA) meeting schedule for December 2026 through September 2027.

BACKGROUND

The proposed schedule establishes recurring meeting dates for the remainder of Fiscal Year 2027 beginning in December 2026. A consistent schedule will support public participation, agenda preparation, and coordination of City and CRA business.

PROPOSED SCHEDULE

City Commission: Third Tuesday of each month at 5:00 p.m.
CRA Board: First Tuesday of each month at 5:00 p.m.
Schedule period: December 2026 through September 2027.
All times are Eastern Time. The attached meeting plan lists the proposed dates. Special meetings, workshops, and budget hearings may be scheduled separately. Any changes to regular dates will be reflected in updated notices and agendas.

FISCAL IMPACT

No additional appropriation is requested with this item. Routine meeting preparation and notice costs are anticipated to be covered within existing operating budgets.

STAFF RECOMMENDATION

Approve the proposed City Commission meeting schedule and endorse the proposed CRA schedule for consideration and approval by the CRA Board. Direct the City Clerk to coordinate publication of the approved dates and preparation of individual meeting notices and agendas.

SUGGESTED MOTION

I move to approve the proposed City Commission meeting schedule for December 2026 through September 2027, with meetings on the third Tuesday of each month at 5:00 p.m.; endorse the proposed CRA schedule of the first Tuesday of each month at 5:00 p.m., subject to CRA Board approval; and direct the City Clerk to publish the approved schedule and coordinate meeting notices.

Supporting material FY 2027 Commission & CRA Meeting Plan (December 2026 - September 2027).

CITY OF CEDAR KEY

FY 2027 Commission & CRA Meeting Plan

Schedule period: December 2026 - September 2027
All meetings begin at 5:00 p.m. (Eastern Time)

MONTH	CRA BOARD First Tuesday	CITY COMMISSION Third Tuesday
December 2026	December 1, 2026	December 15, 2026
January 2027	January 5, 2027	January 19, 2027
February 2027	February 2, 2027	February 16, 2027
March 2027	March 2, 2027	March 16, 2027
April 2027	April 6, 2027	April 20, 2027
May 2027	May 4, 2027	May 18, 2027
June 2027	June 1, 2027	June 15, 2027
July 2027	July 6, 2027	July 20, 2027
August 2027	August 3, 2027	August 17, 2027
September 2027	September 7, 2027	September 21, 2027

Planning notes

Proposed recurring schedule. Dates are subject to adoption and any approved changes.
Confirm meeting location and publish individual meeting notices and agendas. Special meetings, workshops, and budget hearings may be scheduled separately.

CKWSD General Manager's Report 11.09.26

CPH MS027/MS029 Engineering Agreement: Florida Commerce formally accepted our contract on October 29th for our two CDBG-DR projects with CPH Consultants. I will be meeting with Greg Lang and Mike Tibble soon to put together the scope of works for both projects.

FDEP Lift Station Rehabilitation Phase II: I expect the lift station at Sixth Street Park to come fully come on line the up the week of November 9th. FDEP requires 48 hours for final review so we will remain on bypass until then. Due to Sixth Street being a City park, the piping infrastructure had to be installed in a more compact area. US Water believes completion of the 6 remaining stations will happen in a quicker fashion, though LS #8 in front of Annie's Restaurant is in a very tight spot with only about a 15' width available between Highway 24 and the Back Bayou.

Domestic Wastewater Facility Permit: A final requirement to receive a permit to operate a wastewater facility in Florida is a posted Notice of Intent. This notice has been published in the Cedar Key News and the Levy Citizen on November 6, 2026. If no Petition for Administrative Hearing is filed within 14 days of publication a permit will be issued to the District.

FDEP L0380 Generator Grant Update: Kazar Electric has installed the transfer switch at the Wastewater Treatment Plant but there is permit concern the bottom of the switch is below the flood elevation (13'). The bottom of the transfer switch is 8.5 and it appears it will need to be 10' above the ground. Work has stopped on the project and I reached out to Tradewinds to resolve this issue. According to Tradewinds' production schedule, one generator will be complete November 11th and the other will be ready November 16th. If you remember last month, the construction schedule contained October dates.

2027 Holiday Schedule Proposal: Commissioner Ferguson has issued a recommended employee holiday schedule for 2027. This proposal will require a vote from the Board and is attached.

Waccasassa Water and Wastewater Cooperative Report: The W3C has not met since our October 5th Board meeting.

Financial Reports: As the first month of the fiscal year, October financials are the 8.3% mark of FY2027. Water and sewer revenues at 7.25% of projections and I believe this lower number reflects the final collections of FY2026 usage rates. Remember, revenue collected in October is based on September meter readings. I do not expect to receive any tangible Ad Valorem revenue until after the beginning of the new calendar year. Overall revenue reflects 1% but this budget is grant driven so we will not lineup with the budget until we begin receiving grant revenues.

Total payroll is .8% above budget. I attribute this to October containing 5 pay periods. Our delinquent accounts are down substantially and I thank Alicia for her due diligence on this.

Bill Adjustment Requests: As this time, we have three Bill Adjustment Requests for the Board's consideration. These requests meet the District adjustment criteria.

CITY OF CEDAR KEY

City Commission Agenda Summary

General Employee Retirement Plan

Action item | Resolution 516
Department Clerk's Office and Administration

REQUESTED ACTION

Adopt Resolution 516 to amend the defined contribution retirement plan for general employees.

BACKGROUND

The resolution addresses City employer contributions and employee eligibility to participate in the plan. It also addresses conflicting resolutions and provides for an effective date.

RESPONSIBILITIES

Administration and Finance would coordinate implementation with payroll and the plan administrator using the contribution terms, eligibility rules, and effective date in the adopted resolution.

FISCAL IMPACT

Finance should confirm the contribution rate, covered payroll, and implementation date and calculate the resulting budget impact before adoption.

SUGGESTED MOTION

I move to adopt Resolution 516 amending the defined contribution retirement plan for general employees as presented.

Supporting material Proposed Resolution 516 and related plan amendment materials.

CITY OF CEDAR KEY, FLORIDA

RESOLUTION NO. 516

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA; AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR GENERAL EMPLOYEES; PROVIDING FOR EMPLOYER CONTRIBUTIONS AND PARTICIPATION ELIGIBILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cedar Key established a Retirement Plan and Trust for the City of Cedar Key's employees pursuant to Resolution No. 220; and

WHEREAS, the Retirement Plan and Trust agreement was executed on February 12, 2002; and

WHEREAS, the Plan and Trust authorizes the City Commission to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivering to the Trustee a written amendment in accordance with the limitations set out in that section; and

WHEREAS, the City Commission desires to keep the non-elective employer contribution at 10% for general employees and increase the non-elective employer contribution for fire department employees to 15%; and

WHEREAS, the City Commission desires to reduce the participation eligibility period from one year to three months; and

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

Section 1. Amendment of Plan.

The City Commission of Cedar Key, Florida, in its capacity as Trustee of the Retirement Plan and Trust for City employees, hereby approves the following amendments to the Plan and Trust:

A. Employer contributions. The non-elective employer contribution shall remain at 10% for general employees and shall increase to 15% for Fire Department employees.

B. Participation eligibility. The participation eligibility period shall be reduced from one year to three months.

C. Remittance of contributions. Non-elective Contributions and Matching Contributions tied to Payroll Periods, as defined in the Adoption Agreement, must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted no later than 15 business days after the end of the Plan Year.

D. Year of termination. A Participant shall receive the Employer Contribution during the year of termination regardless of time completed, subject to the vesting schedule.

Section 2. Execution of Documents.

The City Commission hereby authorizes the Chairperson or the Chairperson's appointee to execute such documents and agreements as are required to effectuate this amendment of the Plan.

Section 3. Conflicting Resolutions.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 4. Effective Date.

This Resolution shall be effective November 17, 2026.

RESOLUTION NO. 516

ADOPTION AND SIGNATURES

PASSED AND ADOPTED by the City Commission of the City of Cedar Key, Florida, this 17th day of November, 2026.

_____

James Wortham, Mayor

ATTEST:

_____

Brooke Beck-Smith, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

City Attorney

Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

Please tell us about the Participating Employer, which unless noted shall also be the Plan Sponsor:

Name of Government Entity	City of Cedar Key
Address	809 6th Street
Address	
City, State Zip	Cedar Key, FL 32625

Individual to Receive Plan Notices	Brooke Beck-Smith
Title	City Clerk
Telephone	352-543-5132
Email	cityclerk@cedarkeyfl.us

Your Plan Administrator is:

Florida League of Cities, Inc.
301 S. Bronough Street
P.O. Box 1757
Tallahassee, Florida 32302

Contacts:

Jeremy Button, Senior Analyst, jbutton@flcities.com
Rodney Walton, Account Executive, rwalton@flcities.com
Phone: (850) 222-9684
Fax: (850) 222-3806

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer ☒ does or ☐ does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name, name of the provider, and such other information requested by the Plan Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the Florida Municipal Pension Trust Fund ("FMPTF") § 401(a) Defined Contribution Retirement Plan ("Plan"). By adopting this Adoption Agreement, the Participating Employer is adopting a Basic Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Adoption Agreement is for the following purpose **(check one)**:

☐ This is a new 401(a) defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (insert effective date of this Adoption Agreement, but not earlier than the beginning of the plan year in which the plan is adopted).

☒ This is an amendment to the current Adoption Agreement previously adopted by Participating Employer, to be effective November 17, 2026 (insert effective date of this Adoption Agreement, but not earlier than the beginning of the plan year in which the amendment is adopted). This Adoption Agreement is intended to amend and replace the Adoption Agreement previously adopted by the Participating Employer, which was originally effective September 7, 2016 (insert original effective date of previous Adoption Agreement, as follows (please specify type below):

☒ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Adoption Agreement.

☒ Other (must specify elective provisions in this Adoption Agreement that are being changed):
update to eligibility period

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer, effective _____, _____ (insert effective date of this Adoption Agreement). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

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SELECTION OF INVESTMENT OPTIONS

NOTE: All investment selections are subject to the approval of the Master Trustees of the Florida Municipal Pension Trust Fund ("Master Trustee") and governed by the Basic Plan Document, the Master Trust Agreement, and the FMPTF Investment Policy.

You select the following investment option **(check one)**:

☒ Master Trustee will select Investment option(s) in accordance with provisions of the participating defined contribution plans. The Master Trustee may establish one (1) or more investment options within the Defined Contribution Pension Plan Trust, each option being hereinafter referred to as an "investment option." The Master Trustee shall manage, acquire or dispose of the assets in an investment option in accordance with valid specific investment directions given by the Participating Employers or Participating Employees. The Master Trustee shall establish at least one (1) default investment option in the absence of valid Participating Employer or Participating Employee investment direction. From time to time, the Master Trustee may eliminate an investment option, and the proceeds thereof shall be reinvested in another investment option in accordance with the directions of the Master Trustee.

☐ The Participating Employer will select and oversee investment options for the defined contribution plan through Open Architecture Investment. "Open Architecture Investment" means a Participating Employer that has been acknowledged through the Trust Joinder Agreement to select and oversee the investment options under and for the FMPTF 401(a) defined contribution retirement plan, rather than using the investment options selected by the Master Trustee. By selecting Open Architecture Investment, the Participating Employer acknowledges the Master Trustee and Plan Administrator are responsible for only the administrative services provided to the defined contribution plan. By selecting Open Architecture Investment, the Participating Employer accepts the responsibility for selecting and overseeing defined contribution plan investment option(s), including default investment option(s), rather than using the investment options selected by the Master Trustee. The Participating Employer acknowledges by the selection of Open Architecture Investment that neither the Plan Administrator nor the Master Trustee have any responsibility for and shall not have any liability relating to the selection or oversight of defined contribution plan investment options. The Master Trustee shall have no fiduciary duty or any liability for an investment option or any loss sustained by a Participating Employer, Participating Employee, Beneficiary, or Alternate Payee whose Account in whole or in part is invested through Open Architecture Investment. The Participating Employer is responsible for providing the Plan Administrator with all information and updates concerning selected investment option(s), including the default investment option(s), for the defined contribution plan.

PLAN PROVISIONS

The Participating Employer will use the FMPTF's § 401(a) Defined Contribution Retirement Plan Document. For any Plan choice that this Adoption Agreement fails to specify, the Participating Employer is deemed to have specified the first-displayed choice.

Your Plan Year is:

☒ October 1 – September 30

☐ January 1 – December 31

☐ Other (specify): _____

PAYROLL PERIOD

The Payroll Period of the Participating Employer is:

☐ Weekly
☒ Bi-weekly
☐ Semi-monthly
☐ Monthly
☐ Other (specify): _____

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WHO'S ELIGIBLE

Generally, the following Employee classes are allowed to participate in the Plan:

- ☒ General Employees
- ☐ Police Officers
- ☒ Firefighters

AGE CONDITION

An Employee is eligible if he or she has attained:

- ☒ No age requirement
- ☐ Age 16
- ☐ Age 18
- ☐ Age 21

SERVICE CONDITION

An Employee is eligible if he or she has completed:

- ☐ No service requirement
- ☒ 3 Months of Service as an otherwise Eligible Employee
- ☐ 1 Year of Service as an otherwise Eligible Employee
- ☐ Other (must specify): _____

EXCLUDED EMPLOYEES

Every Employee shares in Non-elective Contributions and Matching Contributions except an Employee who belongs to a classification specified below:

- ☒ No excluded employees
- ☐ Part-time Employees (specify definition of part-time if other than an Employee who normally works (or, if a schedule applies, is regularly scheduled to work) less than 20 hours per week):
  _____
  _____
- ☐ Other (must specify):
  _____
  _____

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PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may make Non-elective Contributions and/or Matching Contributions as specified below. Non-elective Contributions and Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Plan Administrator no later than 15 business days after the end of the Plan Year. A Participating Employer may establish different classes of Employees for contribution purposes in this Adoption Agreement. The Participating Employer hereby elects to make Contributions as follows (choose one or both as applicable):

☒ Non-elective Contributions – Participating Employer Non-elective Contributions will be made on the following basis (must specify):
10% non-elective contribution for general employees
15% non-elective contribution for Fire Department employees

☐ Matching Contributions

Matching Contributions are Participating Employer Contributions that may be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan (Employee Basic Contributions).

If the Participating Employer provides Matching Contributions, the amount of Matching Contributions made for a Participant each Plan Year will be (choose only one):

☐ 100% match, up to ____% of such Participant's Employee Contributions.

☐ ____% of the Participant's Employee Basic Contributions, which cannot exceed ____% of the Participant's Compensation.

☐ Other formula (requires approval from the FMPTF) _____

Non-elective Contributions and Matching Contributions in the year of termination

A Participant shall receive the Employer Contribution during the year of termination regardless of time completed, subject to the vesting schedule.

MANDATORY EMPLOYEE CONTRIBUTIONS

If there are no Employee Contributions to **this** Plan, do not complete this Section.

A Participating Employer may require Employee Contributions to the Plan as specified below. A Participating Employer may also elect whether to pick-up the Employee Contributions to the Plan under Code Section 414(h)(2) (generally resulting in the contributions being made to the plan on a pre-tax basis). Employee Contributions must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. The Participating Employer hereby elects to require Employee Contributions as follows:

☐ **Employee Contributions** – Participating Employees are required to contribute to the Plan on the following basis **(must specify)**:

_____

☐ **Election for Employer Pick-up of Employee Contributions (Leave blank if Employer does not wish to pick-up Employee Contributions)** – By checking this box, effective as of the date of this Adoption Agreement, the Participating Employer shall pick up the Employee

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Contributions to the Plan pursuant to Code Section 414(h)(2). The Employee Contributions, although designated as employee contributions, are being paid by the Employer to the Plan in lieu of contributions by the Employee. No contributions prior to the Participating Employer's action shall be picked-up under the terms of this Adoption Agreement. Employees shall not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the Plan. The Employer's pick-up of Employee Contributions shall be done under one of the following options:

☐ **Salary Reduction Pick-up** – The above contributions, even though designated as Employee Contributions, are being paid by the Employer on behalf of the Employee via a reduction in salary.

Such contributions will not be included in the gross income of the Employees for certain tax reporting purposes, that is, for federal, state or local income tax withholding, until distributed from the Plan as a benefit. Such contributions will be included in the gross income of the Employees for FICA taxes when they are made.

☐ **New Money Pick-up** – The above contributions, even though designated as Employee Contributions, are being paid by the Employer on behalf of the Employee in addition to regular compensation as a supplemental contribution that is separate and distinct from the Employees' current or future contributions, and in lieu of contributions by the Employees.

Such contributions will not be included in the gross income of the Employees for any tax reporting purposes, that is for federal, state, local income tax withholding, or FICA taxes, until distributed from the Plan as a benefit.

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BENEFIT COMPENSATION

Benefit Compensation means the Participant's:

☒ Benefit Compensation as defined in Provision 3.11 in the Basic Plan Document.

☐ Other **(must specify; requires approval from the FMPTF):**

_____
_____
_____

Compensation paid after Severance-from-employment.

A Participating Employer may elect to include certain post-severance payments in Benefit Compensation for purposes of computing Contributions under the Plan, but only if these amounts are paid no later than 2½ months after Severance-from-employment or, if later, the end of the calendar year that includes a Participant's Severance-from-employment. The Participating Employer makes the following election with respect to including post-severance payments in Benefit Compensation **(Note: if the following is not completed, no post-severance payments will be included in Benefit Compensation by default):**

☐ No post-severance payments will be included in Benefit Compensation for purposes of computing contributions under the Plan **(if this box is checked, skip to "Vesting for Participating Employer Contributions" below).**

☒ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Benefit Compensation, as long as they are paid no later than 2½ months after Severance-from-employment or, if later, the end of the calendar year that includes the Participant's Severance-from-employment. **(check all that apply):**

☒ Regular compensation paid after Severance-from-employment for services rendered prior to severance during the Participant's regular work hours, which, absent a Severance-from-employment would have been paid to the Participant while the Participant continued in employment with the Participating Employer.

☐ Post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

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VESTING FOR PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Participating Employer Non-elective Contributions and Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified minimum period of service, the Participant forfeits the Participating Employer's Non-elective Contributions and Matching Contributions. However, upon Death, Disability, or the Termination of the Plan, the Participant is 100% vested in the Participant's Participating Employer Non-elective Contributions and Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Participating Employer's responsibility to calculate the Participant's service and report it to the Plan Administrator. The Participating Employer hereby elects the following:

A Participant becomes Vested in his or her Employer Non-elective Contributions Account and Employer Matching Contributions Account according to:

☐ Immediate vesting

☒ The schedule marked below:

Years of Vesting Service	1	2	3	4	5	6	7	8	9	10
	0%	0%	0%	0%	50%	60%	70%	80%	90%	100%

Beginning date of vesting period (if blank, default will be the Participant's first day of employment as an Eligible Employee):
_____

Restated Plan – If this is a Restated Plan to an existing deferred compensation plan and the vesting schedule has been amended by the Restated Plan, enter the pre-amended vesting schedule below:

☒ The schedule has not been amended

☐ The schedule marked below:

Years of Vesting Service	1	2	3	4	5	6	7	8	9	10
	***	***	***	***	***	***	***	***	***	***

YEARS OF VESTING SERVICE

A year of vesting service shall be measured from the Participant's date of hire. The completion of twelve calendar months from the date of hire shall count as a year of vesting service. Any years of vesting service credited from prior years shall remain credited, regardless of revised provisions, unless specifically indicated otherwise, as follows: _____
Years of vesting service from prior years will not remain credited upon re-hire

Also, different periods of service as an eligible Employee will be added together in determining whether the vesting period has been satisfied, unless otherwise provided, as follows:
Difference periods of service as an eligible Employee will not be added together in determining vesting period

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FORFEITURES

Forfeitures shall be held in a Forfeiture Account and be used to reduce future Participating Employer Contributions, pay Plan expenses, or re-allocated among remaining eligible Participants.

The Participating Employer elects one of the following:

☒ (a) Forfeiture amounts shall be used only to reduce future Participating Employer Contributions.
☐ (b) Forfeiture amounts shall be used first to pay Plan expenses, and any remaining Forfeitures will be used to reduce future Participating Employer Contributions.
☐ (c) Forfeiture amounts will be used to pay Plan expenses, and any remaining Forfeiture will be allocated to remaining eligible active Participants as provided below.

Allocation of Forfeitures (if (c) is selected):

_____

_____

If a Participant experiences a Forfeiture, but subsequently if the Participant returns to service with the Plan Sponsor as an Eligible Employee, the segregated forfeiture:

☒ Will not be reinstated.
☐ Will be reinstated if the Participant returned to service within one year.
☐ Will be reinstated if the Participant returned to service within two years.

NORMAL RETIREMENT AGE

An Employee may separate service at any time, and access the vested portion of their Account balance. The 401(a) Basic Plan Document declares a Normal Retirement Age, but the Plan Sponsor may declare their own Normal Retirement Age if they wish.

☒ The Plan utilizes the Normal Retirement Age in the Basic Plan Document.

☐ The Plan utilizes an alternative Normal Retirement Age (no later than 70½). (must specify) _____

HARDSHIP DISTRIBUTIONS

An Employee must present sufficient information to the Plan Sponsor in order to request a Hardship Distribution from the Plan. A Participating Employer may limit Employee Hardship Distributions from the Plan. All Hardship Distributions must meet the standards set forth in the Plan Document. Hardship Distributions are limited to the following:

☒ An Employee may make a Hardship Distributions as necessary.

☐ An Employee make a Hardship Distributions 1 time(s) every _____ months.

☐ Hardship Distributions are disallowed from the Plan for any reason.

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INVOLUNTARY DISTRIBUTIONS

On his/her Severance-from-employment, for a Participant (or Beneficiary) with an Account balance that does not exceed $5,000, then

☒ Participant Election: The Participant may elect to receive all or any portion of his/her Account.

☐ Involuntary (Mandatory) Distribution: The Plan Administrator will distribute the Participant's entire Account. If the Involuntary Distribution is more than $1,000 and it is an Eligible Rollover Distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an Eligible Retirement Plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Involuntary Distribution will be paid as a direct rollover to an IRA designated by the Plan Sponsor. If the Involuntary Distribution is $1,000 or less, it will be paid in money as a lump sum.

SPECIAL IN-SERVICE DISTRIBUTIONS

A Participating Employer may choose to offer four types of special in-service distributions. **(Note: If this section is not completed, no in-service distributions will be allowed under the Plan by default):**

☒ The plan will not allow for any special in-service distributions

☐ The plan will allow for the special in-service distributions as indicated below:

☐ **Qualified Birth or Adoption Distributions** – Allows a Participant to withdraw up to $5,000 per birth or adoption of an eligible adoptee. Amounts may be recontributed within three years.

☐ **Domestic Abuse Distributions** – Allows a Participant who experiences domestic abuse to withdraw the lesser of $10,000 (indexed annually) or 50% of the Participant's vested account balance. Amounts may be recontributed within three years.

☐ **Terminal Illness Distributions** – Allows a Participant diagnosed by a physician with a condition expected to result in death within 84 months to take a penalty-free distribution. Amounts may be recontributed within three years.

☐ **Federally Declared Disaster Distributions** – Allows a Participant whose principal residence is in a federally declared disaster area and who sustained an economic loss to withdraw up to $22,000. Amounts may be recontributed within three years and may be included in income ratably over three years.

LOANS

A Participating Employer may choose to offer loans. **(Note: If this section is not completed, no loans will be allowed under the Plan by default):**

☒ No Loans. The Plan does not permit Participant loans.

☐ Loans Permitted. The Plan will permit Participant loans, subject to the provisions in the Basic Plan Document.

☐ One outstanding loan at a time.

☐ Two outstanding loans at a time.

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CHANGING AND TERMINATING THIS ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt an amendment to the Adoption Agreement or a new Adoption Agreement must be adopted and forwarded to the FMPTF for approval.

This Adoption Agreement may be terminated only in accordance with the Plan.

ADOPTING THE PLAN

By signing below, the Participating Employer adopts the FMPTF 401(a) Defined Contribution Retirement Plan , including the Basic Plan Document and FMPTF Defined Contribution Pension Plan Trust. The Participating Employer acknowledges that it received a copy of the Plan. The Participating Employer shall receive copies of any Plan amendments made by the FMPTF. The Participating Employer shall abide by the terms of this Adoption Agreement, as completed by the Employer, and shall abide by all terms of the Plan, including all investment, administrative, and services of the Plan, and all applicable provisions of the Code and other applicable law.

The Participating Employer acknowledges that the Master Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

The Participating Employer's signer represents that he or she is a proper officer of and has authority to enter into this Adoption Agreement as an obligation of the Participating Employer.

_____

BY:

Date:_____

_____
Name:
Title:

Accepted for the:

Florida Municipal Pension Trust Fund
By the Administrator:

_____
Florida League of Cities, Inc.
Date:_____

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CITY OF CEDAR KEY

City Commission Agenda Summary

FY 2025–2026 Budget Amendment

Action item | Resolution 517
Department Clerk's Office and Administration

REQUESTED ACTION

Consider adoption of Resolution 517 after staff confirms the complete amendment and supporting schedule.

BACKGROUND

Resolution 517 proposes an increase in the adopted FY 2025–2026 budget. The agenda description ends after "increase budgeted" and leaves the affected budget categories unspecified.

RESPONSIBILITIES

Finance should verify the affected funds and accounts, the amount of each adjustment, and the funding source or offset. The Clerk's Office should include the complete resolution and amendment schedule in the agenda packet.

FISCAL IMPACT

To be confirmed from the budget amendment schedule. The amount and funding source are pending confirmation.

SUGGESTED MOTION

I move to adopt Resolution 517 amending the City's FY 2025–2026 budget as reflected in the budget amendment schedule presented to the Commission.

Supporting material Complete proposed Resolution 517 and budget amendment schedule, pending confirmation.

CITY OF CEDAR KEY

RESOLUTION NO. 517

A RESOLUTION OF THE CITY OF CEDAR KEY, FLORIDA, AMENDING THE FISCAL YEAR 2025-2026 BUDGET TO INCREASE BUDGETED APPROPRIATIONS.

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(9) allows a municipal governing body to amend its budget at any time within the fiscal year or within 60 days following the end of the fiscal year to increase the budgeted appropriations of a fund, using the same manner of adoption as the original budget; and

WHEREAS, the City Commission of the City of Cedar Key, Florida has determined that the City of Cedar Key budget should be amended to increase the budget by $887,413 to amend the 2025-2026 fiscal year annual budget.

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

1. The budget for the fiscal year 2025-2026 is hereby amended as set forth in Exhibit "A", attached.

2. The City Clerk posted this amendment on the City's official website 5 days prior to its adoption, as required by Fla. Stat. §166.241(8).

PASSED AND ADOPTED THIS 17th DAY OF November, 2026.

ATTEST: **CITY OF CEDAR KEY:**

Brooke Beck-Smith, City Clerk **Jim Wortham, Mayor**

LEGAL REVIEW:

Norm D. Fugate, City Attorney

EXHIBIT A

FISCAL YEAR 2025–2026 BUDGET AMENDMENT SUMMARY

COMMISSION ACTION

Resolution	No. 517
Purpose	Increase fiscal year 2025–2026 budgeted appropriations
Expenditure appropriations listed	$887,413
Current-year revenues identified	$887,413
Fund balance impact	$0

APPROPRIATION INCREASES AND FUNDING SOURCES

Category	Account	Description	Amount
Expenditure	001.525.464	Emergency Management – Contract Support	$800,000
Expenditure	001.575.640	Marina Capital Outlay	$60,000
Expenditure	001.522.590	Fire Department Grant Expenditures	$27,413
		Total Expenditure Appropriations	**$887,413**
Revenue	001.334.500	FEMA – State	$715,500
Revenue	001.369.930	Insurance Claim Recovery	$144,500
Revenue	001.334.205	SECO Grant	$25,000
Revenue	001.334.202	VFA Fire Grant – Florida Department of Agriculture	$2,413
		Total Identified Revenues	**$887,413**

GENERAL FUND EXPENDITURE BUDGET SUMMARY

Budget Action	Authority / Adoption Date	Expenditures
Original Adoption	Resolution No. 502 / September 24, 2025	$2,381,744
Amendment 1	Resolution No. 499 / May 19, 2026	$1,205,306
Amendment 2	Resolution No. 517 / As Presented	$887,413
Final Adopted Expenditures		**$4,474,463**

CITY OF CEDAR KEY

City Commission Agenda Summary

Municode Code Supplementation and Online Hosting

Action item | CivicPlus/Municode Statement of Work Renewal
Presenter City Clerk

REQUESTED ACTION

Approve the CivicPlus/Municode Statement of Work and authorize the Mayor to execute it on behalf of the City.

BACKGROUND

The Statement of Work continues full-service supplementation and online hosting of the City's Code of Ordinances for one year beginning March 21, 2027. The City's separate MuniDocs archive can house records such as resolutions, minutes, and ordinances typically omitted from codification.

RESPONSIBILITIES

The City submits ordinances for codification. **CivicPlus** processes those ordinances annually, hosts the online Code of Ordinances, and provides up to three printed copies of the supplement with shipping included.

FISCAL IMPACT

The initial one-year cost is **$2,303.38**, including $1,823.26 for supplementation and $480.12 for online hosting. The agreement automatically renews for successive one-year terms unless either party gives at least 60 days' notice before the current term ends. A 5% annual increase begins with the first renewal term. MuniDocs is covered under a separate agreement.

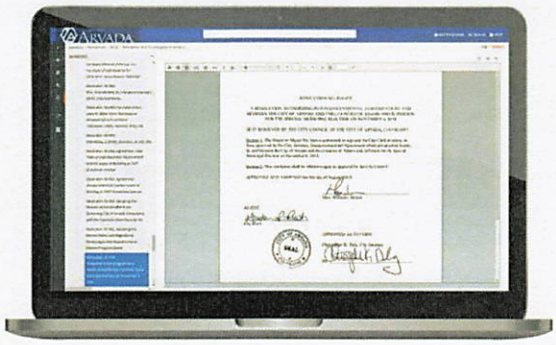
SUGGESTED MOTION

I move to approve the CivicPlus/Municode Statement of Work for full-service code supplementation and online code hosting for the one-year term beginning March 21, 2027, in the amount of $2,303.38, and authorize the Mayor to execute it on behalf of the City.

Supporting material Municode Update (CivicPlus/Municode Statement of Work)

municode

MUNIDOCS PROPOSAL



Cedar Key, FL

April 19, 2021

MuniDocs, the self-uploading document archival tool allows you to upload a wide variety of .rtf, .doc, .docx, and original .pdf documents to browse and search alongside the Code. Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box from the administrator dashboard, where all uploaded documents can be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more.

These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately. While Municode cannot guarantee that all scanned documents will be 100% searchable, especially old documents, documents created in WORD and then converted to PDF will be searchable. Your collection of documents will be fully filterable for ease of use.

No set up fee is required and the cost for this service will be an annual fee. Data will just be posted online, searchable and printable only. Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

Storage Capacity		Annual Fee
[x]	0 GB to 25 GB data	$ 350
[ ]	25+ GB to 50 GB data	$ 600
[ ]	50+ GB to 75 GB data	$ 850
[ ]	75+ GB to 100 GB data	$1,200
[ ]	Over 100 GB data	Is available upon request

What is a GB (gigabyte)? A scanned image (page), sized at roughly 8.5 x 11 scanned at 300 dpi is on average 65 kb (kilobytes) per page/image. Thus, 1 GB (1,000,000 kbs) stores roughly 15,385 images/pages. Converting GB to an exact document count is difficult as different documents have a different number of pages.

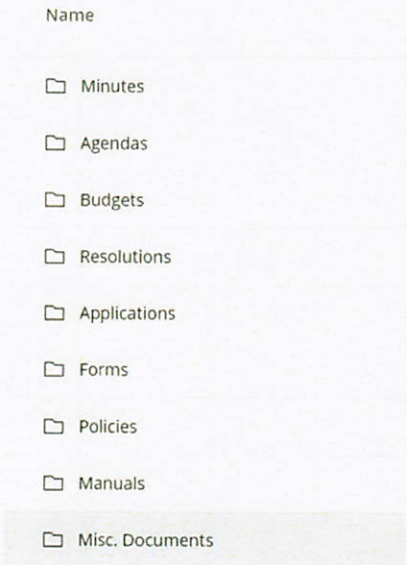
- Training includes: Two 30-minute sessions. Additional training sessions are available at $100 per hour.
- MuniDocs service can be cancelled at any time, however the annual fee is not refunded if cancelled during a current annual term. If the service is cancelled all documents posted will be removed online on an agreed upon
- Municode is not liable for any material that is uploaded to the site by the municipality or any third party.

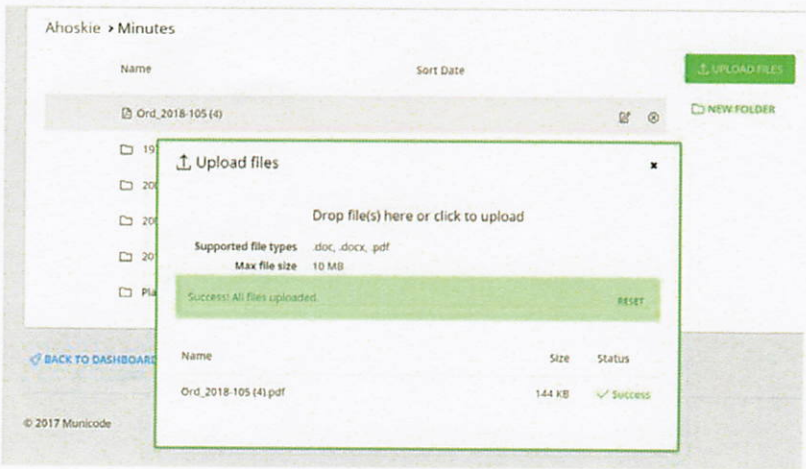
Agreement Accepted by Cedar Key Florida

Name: Nathan E. Thornton Title: Technology Consultant / Web Designer

Signature: _____ Date: 04/20/2021

MuniDocs Enhanced Features





Municode's efforts are intended to improve accessibility but do not ensure full ADA compliance of PDF documents. ADA compliance is a shared responsibility that requires a multi-faceted, teamwork approach. We are committed to making accessibility an integral component of all Municode products and working to update those products as new requirements emerge. If a fully ADA compliant PDF document is submitted to Municode's MuniDocs service, it will remain compliant throughout the upload process.

While Municode is making every effort to ensure that our platforms support ADA compliance, there are requirements, tools, and educational resources that we encourage you to review to ensure that the content you are creating (i.e. PDF documents, video, and audio) enters our platform in a compliant state.

For each PDF document uploaded to the MuniDocs service, we perform the following accessibility enhancements: Check to see if the PDF is searchable and if not, OCR the PDF using the open source Tesseract Optical Character Recognition engine.

- ★ Check to see if the PDF document has already been tagged - if so, the next steps are skipped so that we don't remove any manual accessibility steps that may have been taken prior to uploading the PDF.
- ★ Set the Document Title metadata property using the uploaded document's filename.
- ★ Set the Primary Language metadata property to English.
- ★ Auto tag the PDF document to provide a base level of tags to be used by screen readers.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #: Q-37287-1
Date: 2/7/2023 2:37 PM
Expires On: 5/8/2023

Client:
CEDAR KEY, FLORIDA

Bill To:
CEDAR KEY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays	x	khays@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
746.00	Republication	Republication & Conversion (per page): Includes charter, code, comp plan, LDR, Fee Schedule & Attorney's opinions | 10pt font, single column | Update 84 pages, 19 IGTMS, 3 color for conversion	One-time	USD 1,732.29
1.00	Online Code Hosting	Online Code Hosting	Renewable	USD 395.00
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	Renewable	USD 1,500.00
1.00	Annual Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on an annual basis.	Renewable	USD 0.00
3.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included	Renewable	USD 0.00
3.00	Municode Tabs	Municode Tabs	One-time	USD 0.00

Total Investment - Initial Term	USD 3,627.29
Annual Recurring Services - Year 2	USD 1,989.75

Initial Term & Renewal Date	
Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% invoiced four months from signing. Additional fees will be invoiced seperately upon completion of implementation.

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on Renewal Date
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

By: Sue Cobb

Name: Sue Cobb

Title: Vice Mayor

Date: 03/21/2023

CivicPlus

By: Amy Vikander

Name: Amy Vikander

Title: Senior VP of Customer Service

Date: 3/28/2023

Organization Legal Name:
City of Cedar Key

Billing Contact:
Jennifer Sylvester

Title:
Building Dept. Clerk / Interim City Clerk

Billing Phone Number:
cityhall@cedarkeyfl.us

Billing Email:
P.O. Box 339

Billing Address:
Cedarkey, FL 32625

Mailing Address: (If different from above)
(same)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CIVICPLUS

302 South 4th Street, Suite 500
Manhattan, KS 66502
P. 888-228-2233 ext. 291

Contract #: 00117428
As of Date: 02/19/2027
Renewal Date: 03/21/2027

Client:
City of Cedar Key, FL

Bill To:
CEDAR KEY CITY, FLORIDA

QTY	DESCRIPTION	RENEWAL PRICE
1	Online Supplementation will begin with the ordinances received on an annual basis.	0
3	Printed Copies and Freight Included – up to [3] copies Renewal	0
1	Full-Service Supplementation Subscription	1823.26
1	Online Code Hosting Subscription	480.12
	RENEWAL TOTAL	$2,303.38

Estimate

1. This renewal Statement of Work ("SOW") is between City of Cedar Key, FL ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: http://www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term beginning 03/21/2027 and continuing for one year ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for any number of additional twelve month renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Renewal Total shall be invoiced on the first day of the Initial Term and the first day of each Renewal Term. Renewal Term Total Annual Services shall be subject to a 5% annual increase beginning with the first renewal term. Customer shall pay all invoices within 30 days.
4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.
5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

If a PO Number is required, please send to accounting@civicplus.com

municode

CONNECTING YOU & YOUR COMMUNITY

Ordinances Typically Omitted From Publication

Municode normally only includes ordinances of a general or permanent nature into the code and supplements. The following ordinances are normally omitted from the code.

- Any ordinance promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness;
- Any appropriation ordinance or ordinance providing for the levy of taxes or adopting or amending an annual budget;
- Any ordinance annexing territory to the city or excluding territory as a part of the city, or otherwise affecting the corporate limits;
- Any ordinance granting any franchise, permit or other right;
- Any ordinance approving, authorizing or otherwise relating to any contract, agreement, lease, deed or other instrument;
- Any ordinance accepting, dedicating, naming, establishing, locating, relocating, opening, paving, widening, vacating or repairing any specific street or public way;
- Any ordinance consistent with this Code prescribing traffic or parking regulations for specific locations, or on specific streets or parts of streets;
- Any ordinance prescribing the street grades of any street in the city;
- Any ordinance providing for local improvements or relating to special assessments therefor or assessing taxes therefor;
- Any ordinance regulating the subdividing of land or accepting or approving any plat or subdivision in the city;
- Any ordinance providing for the compensation of officers and employees;
- Any temporary or special ordinance;

CITY OF CEDAR KEY

City Commission Agenda Summary

Inner Marina Maintenance Dredging

Action item | RESTORE Act Interlocal Subrecipient Agreement
Presenter Jamie McCain

REQUESTED ACTION

Approve the proposed agreement with Levy County and authorize the Mayor to execute it following City Attorney review and completion of the City contact information. Return the signed agreement to Levy County for consideration by its Board of County Commissioners.

BACKGROUND

Levy County requested the agreement for its RESTORE Act Direct Component grant application. The project would remove accumulated sediment that restricts access to the Inner Marina at certain tides. The scope may include permitting, engineering, surveying, dredged material handling and disposal or reuse, and approved utility connections for slips and docks.

RESPONSIBILITIES

Levy County would apply to the U.S. Department of the Treasury, issue the subaward if funded, review reimbursement requests, monitor compliance, and report to Treasury. **The City** would manage permitting, procurement, construction oversight, reimbursement documentation, quarterly reporting, and closeout.

FISCAL IMPACT

The County plan identifies up to **$640,000** in potential cost reimbursement. Treasury has yet to issue an award. Eligible costs would be reimbursed up to the amount Treasury approves and the County authorizes. The City must obtain written County authorization before incurring reimbursable costs, advertising or awarding a federally funded contract, issuing a notice to proceed, or starting work.

SUGGESTED MOTION

I move to approve the Interlocal Subrecipient Agreement with Levy County for the Inner Marina Maintenance Dredging Project and authorize the Mayor to execute it following City Attorney review and completion of the City contact information.

Supporting material Proposed Interlocal Subrecipient Agreement and Exhibit A

Interlocal Subrecipient Agreement

RESTORE Act Direct Component Project
Inner Marina Maintenance Dredging

This Interlocal Subrecipient Agreement (Agreement) is entered into by and between Levy County, Florida, a political subdivision of the State of Florida (County), and the City of Cedar Key, Florida, a Florida municipal corporation (City). The County and City may each be referred to as a Party and together as the Parties.

Recitals

A. The Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) established the Gulf Coast Restoration Trust Fund and authorizes Direct Component funding for eligible activities in the Gulf Coast Region.

B. The County's Treasury-accepted RESTORE Act Multi-Year Implementation Plan includes $640,000 for the City of Cedar Key Inner Marina Maintenance Dredging Project (Project).

C. The County intends to apply to the United States Department of the Treasury (Treasury) for funding for the Project. No federal award has been issued as of the date of this Agreement.

D. If Treasury awards funds to the County, the County intends to provide funding to the City as a subrecipient, subject to the Treasury award, federal requirements, and this Agreement.

E. The Parties are authorized to enter into this Agreement under section 163.01, Florida Statutes, and other applicable law.

NOW, THEREFORE, in consideration of the mutual covenants below, the Parties agree as follows:

Agreement

1. Purpose and Contingency

This Agreement establishes the Parties' responsibilities for the Project if Treasury awards the requested funds to the County. This Agreement does not guarantee an award or create an obligation for the County to pay the City from nonfederal funds. The City may not incur reimbursable costs, advertise or award a federally funded contract, issue a notice to proceed, or begin Project work until the County provides written authorization.

2. Term Funding and Notice of Subaward

This Agreement begins on the date of the last signature and continues through Project closeout unless earlier terminated. The maximum amount contemplated for the Project is $640,000, but the amount available to the City is limited to the amount approved by Treasury and authorized by the County. After award, the County will issue a written Notice of Subaward identifying the federal award number, award date, period of performance, Assistance Listings number, amount obligated, approved budget, reporting schedule, special conditions, and other information required by 2 CFR 200.332. The Notice of Subaward and any approved amendments will become part of this Agreement. This is a cost-reimbursement, not-to-exceed arrangement.

3. City Responsibilities

The City is the subrecipient responsible for day-to-day administration and completion of the Project. The City shall:

- Perform the Project in accordance with Exhibit A, the Treasury award, approved plans and permits, and written County authorizations.
- Provide qualified personnel and maintain adequate administrative, financial, procurement, and project-management capacity.

- Secure and maintain all permits, approvals, site access, easements, surveys, designs, disposal-site authorizations, and other prerequisites.
- Ensure that dredging, transportation, placement, testing, disposal, and supporting infrastructure work comply with approved plans and all permit conditions.
- Monitor its contractors, inspect and accept completed work, verify quantities and invoices, and correct defective or noncompliant work.
- Notify the County promptly of any condition affecting scope, schedule, budget, safety, environmental compliance, or completion.
- Obtain the County's prior written approval for material changes to the scope, budget, schedule, procurement method, contracts, disposal site, or Project design.
- Complete closeout, resolve findings, return funds due, and satisfy continuing federal property and records requirements.

4. Procurement and Contracts

The City shall conduct Project procurements under written procedures consistent with 2 CFR 200.317 through 200.327, applicable Florida law, the Treasury award, and the City's policies, using the most restrictive applicable requirement. The City shall maintain the complete procurement file, document competition and cost or price analysis, verify contractor responsibility and exclusion status, address conflicts of interest, obtain required bonds and insurance, and include all applicable federal contract clauses. The County may require review of a solicitation, proposed award, contract, or change order before the City proceeds. County review does not transfer the City's procurement or contractual responsibility to the County.

5. Financial Management and Reimbursement

The City shall separately account for all Project funds and maintain internal controls sufficient to trace each expenditure to supporting records. Costs must be allowable, reasonable, allocable, necessary, within the approved period of performance and budget, and free from duplicate reimbursement. The City shall account for credits, rebates, refunds, retainage, program income, and interest as required. Reimbursement requests may be submitted monthly and must include a detailed ledger, invoices or pay applications, evidence of City review and acceptance, procurement and contract support, proof of payment when required, documentation of quantities and progress, and an authorized certification of accuracy and compliance. The County may return incomplete requests, question or disallow costs, withhold payment as permitted by law, or approve the supported portion of a request.

6. Reporting Records and Audit

The City shall submit quarterly financial and performance reports within 15 calendar days after each calendar quarter, or earlier if required for the County's Treasury reporting deadline. Reports must describe work completed, expenditures, milestones, performance measures, variances, significant developments, and corrective actions. The City shall maintain complete Project records for at least three years after the County submits its final expenditure report to Treasury, and longer when required by an audit, claim, litigation, finding, real-property interest, or written notice. The City shall provide timely access to records, personnel, contractors, sites, systems, and work to the County, Treasury, Inspectors General, the Comptroller General, auditors, and other authorized representatives. The City shall comply with 2 CFR Part 200, Subpart F, and promptly address all applicable audit findings.

7. Federal Environmental and Property Requirements

The City shall comply with 31 CFR Part 34, 2 CFR Part 200, the Treasury award, applicable civil-rights and nondiscrimination requirements, debarment and suspension requirements, lobbying restrictions, whistleblower protections, public-records requirements, and all other applicable federal, state, and local laws. The City shall comply with all environmental-review conditions and dredging, fill, water-quality,

protected-species, historic-preservation, coastal, testing, monitoring, disposal, and permit requirements. The City shall immediately stop affected work and notify the County of a material environmental incident or permit violation. Property acquired or improved with federal funds shall be used, managed, and disposed of in accordance with the award and 2 CFR 200.310 through 200.316.

8. County Administration and Monitoring

The County will serve as the pass-through entity, communicate award requirements, review reimbursement requests and reports, report to Treasury, and maintain the official subaward file. The County will assess the City's risk of noncompliance before the first reimbursement and periodically thereafter. Monitoring may include review of financial and performance reports, reimbursement documentation, procurement files, contracts, change orders, permits, audit results, policies, internal controls, and corrective actions; transaction testing; interviews; and announced or unannounced site visits. During site visits, the County may compare observed work with plans, permits, dredge logs, surveys, disposal records, photographs, pay applications, and other supporting documentation. The City shall provide safe access and appropriate personnel. The County may increase monitoring or impose additional conditions based on risk or identified noncompliance.

9. Corrective Action Remedies and Repayment

The County may issue observations, concerns, questioned costs, or findings. Unless the County establishes another deadline, the City shall submit a corrective-action plan within 15 calendar days after notice and complete corrective action by the approved date. For noncompliance, the County may require additional documentation or prior approvals, withhold or deny reimbursement, disallow costs, suspend work, reduce or terminate funding, offset amounts owed, or pursue other available remedies. The City shall repay the County within 30 days after written demand for amounts determined to be unallowable, unsupported, duplicated, improperly procured, obtained through misrepresentation, or required to be returned because of an act or omission of the City or its contractors.

10. Insurance Liability and Sovereign Immunity

The City shall maintain, and require its contractors to maintain, insurance and bonds appropriate to the Project and required by law, the Treasury award, and the approved contract documents. To the extent permitted by section 768.28, Florida Statutes, each Party is responsible for the acts and omissions of its officers and employees. Nothing in this Agreement waives sovereign immunity or increases any statutory limit of liability.

11. Termination

The County may terminate this Agreement in whole or in part for failure to comply with the award or this Agreement, after required notice and opportunity to cure when appropriate. The County may immediately suspend work or payment when necessary to protect health, safety, the environment, federal funds, or the County's award. The Parties may terminate by mutual written agreement. Upon termination, the City shall stop work as directed, protect Project property, cancel obligations when feasible, submit final records and reports, and return funds due.

12. General Provisions

The City may not assign this Agreement or make a lower-tier subaward without the County's prior written approval and any required Treasury approval. Amendments must be in writing and signed by both Parties, except that the County may issue administrative updates to contacts, reporting schedules, monitoring procedures, and award information that do not change the approved scope or maximum funding. Florida law governs to the extent not preempted by federal law, and venue for any state-court action lies in Levy County, Florida. This Agreement creates no enforceable right in a contractor, vendor, marina user, or other third party. If a provision is invalid, the remaining provisions remain effective. The Agreement may be executed in counterparts and by legally valid electronic signature.

13. Order of Precedence

The following documents are incorporated, when applicable: the Treasury award and amendments; the Notice of Subaward; Treasury-approved scope, budget, milestones, and special conditions; 31 CFR Part 34; 2 CFR Part 200; applicable Treasury RESTORE Act guidance; this Agreement; and Exhibit A. If requirements conflict, the most restrictive applicable requirement controls unless prohibited by law. The City shall notify the County of a perceived conflict and shall not proceed until receiving written direction.

14. Notices and Representatives

Formal notices must be in writing and delivered by personal delivery, nationally recognized overnight service, certified mail, or email with confirmation to the representatives below. Routine grant administration may occur by email. Either Party may change its representative by written notice.

County	City
Levy County Board of County Commissioners Attn: Mary-Ellen Harper, County Manager 310 School Street, Suite 112 Bronson, Florida 32621 Email: harper-mary-ellen@levycounty.org Telephone: 352-486-5218	City of Cedar Key Attn: [CITY PROJECT MANAGER] [ADDRESS] [CITY, STATE, ZIP] Email: [EMAIL] Telephone: [TELEPHONE]

15. Authority and Effective Date

Each signatory represents that the appropriate governing body has authorized execution and performance. This Agreement becomes effective upon the date of the last Party signature and filing with the Clerk of the Circuit Court of Levy County as required by section 163.01, Florida Statutes.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

Levy County Board of County Commissioners	City of Cedar Key
By: _____ Name: _____ Title: Chair Date: _____ ATTEST: By: _____ Clerk of the Circuit Court and Comptroller Approved as to form and legal sufficiency: By: _____ County Attorney	By: _____ Name: _____ Title: Mayor Date: _____ ATTEST: By: _____ City Clerk Approved as to form and legal sufficiency: By: _____ City Attorney

Exhibit A Project Scope Budget and Schedule

The final scope, budget, schedule, performance measures, and special conditions are subject to Treasury approval and the County's Notice of Subaward.

Field	Project Information
Project title	Inner Marina Maintenance Dredging
Location	City of Cedar Key inner marina, Levy County, Florida. Exact limits will be established by approved plans and permits.
Purpose	Dredge the Inner Marina and complete approved supporting infrastructure improvements to restore reliable marina access and support public use, tourism, fishing, and commercial aquaculture.
Scope	The Project will restore and improve navigable access within the Inner Marina by removing accumulated sediment that currently limits use based on tidal conditions. Work may include planning, permitting, engineering, surveying, environmental coordination, dredging, transportation, and lawful disposal or beneficial reuse of dredged material necessary to restore the marina to its approved navigable depth. The Project may also include approved supporting infrastructure, including water and electrical connections for new or improved slips and docks. These improvements will expand public access, reduce pressure on existing boat-launch facilities, improve marina capacity, and support continued operations. Restoring reliable marina access is essential to Cedar Key's charter fishing, commercial fishing, aquaculture, recreation, and tourism industries. The Project will help protect marina tenancy, local businesses and employment, public access, and economic activity within the City and Levy County.
Start and completion	To be determined upon award of RESTORE Act funding and approval by the U.S. Department of the Treasury. Substantial completion and final closeout dates will be established based on the approved Project start date and schedule.
Maximum contemplated funding	$640,000, subject to the executed Treasury award and County Notice of Subaward.

CITY OF CEDAR KEY

City Commission Agenda Summary

Resolution No. 518

Fire Rescue Schedule, Timekeeping, and Overtime

Action item | November 17, 2026 | Resolution 518

Department Fire Rescue / Administration

REQUESTED ACTION

Consideration and possible adoption of Resolution No. 518, amending Sections 601, 602, and 604 of the City of Cedar Key Employee Policy Manual.

BACKGROUND

The proposed resolution updates the Employee Policy Manual to establish scheduling and payroll standards for eligible Fire Rescue personnel. The amendments provide a consistent basis for assigning shifts, recording compensable time, and calculating overtime.

PROPOSED AMENDMENTS

Section 601 - Work Schedule: Establish a 24-hours-on, 48-hours-off schedule for full-time shift firefighters.
Section 602 - Meal-Period Timekeeping: Clarify meal-period recording and compensable time. For eligible firefighters working a 24-hour tour under Section 7(k), meal periods are included in hours worked.
Section 604 - Overtime: Establish a fixed, recurring 14-day work period for eligible Fire Rescue personnel, with overtime paid at one and one-half times the regular rate of pay for hours worked in excess of 106 during that period.

FISCAL IMPACT

The total fiscal impact has not been quantified. Payroll costs will depend on staffing, hours worked, applicable regular rates, and shift coverage. A 24-on/48-off rotation may generate scheduled overtime in some 14-day periods. Administration should confirm budget availability and identify any necessary budget adjustment.

STAFF RECOMMENDATION

Adopt Resolution No. 518 and direct staff to update the Employee Policy Manual and implement the approved scheduling, timekeeping, and payroll provisions in accordance with the resolution. Document the starting date and time of the fixed 14-day work period before implementation.

SUGGESTED MOTION

I move to adopt Resolution No. 518, amending Sections 601, 602, and 604 of the City of Cedar Key Employee Policy Manual concerning Fire Rescue work schedules, meal-period timekeeping, and overtime.

Supporting material Resolution No. 518 and proposed amendments to Sections 601, 602, and 604 (to accompany this summary).

Federal references: 29 CFR 553.223(c) and 553.230; U.S. Department of Labor, Fact Sheet #8. The 106-hour threshold applies to personnel eligible for the Section 7(k) fire protection work-period provisions.

CITY OF CEDAR KEY, FLORIDA
RESOLUTION NO. 518

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, AMENDING SECTIONS 601, 602, AND 604 OF THE CITY OF CEDAR KEY EMPLOYEE POLICY MANUAL TO ESTABLISH A 24-HOURS-ON, 48-HOURS-OFF SCHEDULE FOR FULL-TIME SHIFT FIREFIGHTERS; CLARIFY MEAL-PERIOD TIMEKEEPING; ESTABLISH A FIXED 14-DAY WORK PERIOD AND OVERTIME AFTER 106 HOURS WORKED FOR ELIGIBLE FIRE RESCUE PERSONNEL; PROVIDE FOR IMPLEMENTATION; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to establish clear work schedule, timekeeping, and overtime provisions for Fire Rescue personnel; and

WHEREAS, Section 7(k) of the Fair Labor Standards Act and its implementing regulations permit qualifying public fire protection employees to be assigned a fixed, recurring 14-day work period with overtime due after 106 hours worked; and

WHEREAS, the City Commission desires to amend the Employee Policy Manual to document these provisions and provide for their prospective implementation;

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

Section 1. Adoption of Amendments

The amendments to Sections 601, 602, and 604 of the Employee Policy Manual contained in Exhibit A are hereby adopted and incorporated into this resolution. Provisions not expressly amended remain in effect.

Section 2. Implementation

The City Clerk shall incorporate the amendments into the manual and distribute them to affected personnel. Fire Rescue and payroll shall document covered positions, work-period boundaries, timekeeping procedures, and applicable authorized pay rates before implementation. This resolution does not independently establish or change any employee's base hourly pay rate.

Section 3. Effective Date

This resolution is effective upon adoption. The amendments apply prospectively beginning _____, at _____ Eastern Time, which shall be the beginning of the first fixed 14-day work period established under this resolution. Successive work periods shall run consecutively. Hours worked before implementation shall be administered under the policy applicable when the work was performed.

PASSED AND ADOPTED by the City Commission of the City of Cedar Key, Florida, this 17th day of November, 2026.

CITY OF CEDAR KEY, FLORIDA

By: _____
James Wortham, Mayor

ATTEST:

_____
Brooke Beck-Smith, City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney

EXHIBIT A
EMPLOYEE POLICY MANUAL AMENDMENTS

Amendment instructions: Make only the substitutions and additions identified below. Retain all other manual provisions except to the extent expressly superseded by these amendments.

Section 601. Work Schedules

Replace the paragraph jointly addressing full-time police officers and firefighters with the following:

Full-time police officers will normally be scheduled for 80 hours over a 14-day work period. Full-time shift firefighters will normally work a rotation of 24 consecutive hours on duty followed by 48 consecutive hours off duty, subject to staffing needs and operational demands. The shift rotation does not alter the fixed work-period boundaries established for overtime calculations.

Section 602. Rest and Meal Periods

Add the following paragraph:

For eligible Fire Rescue personnel employed under Section 7(k) of the Fair Labor Standards Act, meal periods during tours of duty of 24 hours or less shall be recorded and compensated as hours worked. No automatic meal deduction shall be applied to those tours. Sleep time during a tour of duty of exactly 24 hours shall also be included in hours worked. For tours longer than 24 hours, any proposed meal- or sleep-time exclusion must meet all applicable legal requirements and be approved by payroll before it is applied. Employees shall accurately record all compensable time, including interrupted meal periods and additional duty time.

Section 604. Overtime

Replace the first paragraph with the following provisions:

When operating requirements or other needs require additional work, employees will be given the opportunity to volunteer for overtime assignments. Overtime assignments require prior written authorization from the department head. Employees must record all hours worked, including hours worked without prior authorization. The City shall compensate employees for all compensable hours worked in accordance with applicable law and City policy. Failure to obtain authorization may be addressed separately through applicable personnel procedures.

Overtime thresholds are 86 hours actually worked in a 14-day work period for police officers; 106 hours actually worked in a 14-day work period for eligible nonexempt Fire Rescue employees engaged in fire protection activities; and 40 hours actually worked in a seven-day workweek for other nonexempt employees.

The City establishes a fixed, recurring work period of 14 consecutive days under Section 7(k) of the Fair Labor Standards Act for eligible nonexempt Fire Rescue employees engaged in fire protection activities. The first work period begins on the date and at the time specified in Resolution No. 518. Overtime shall be calculated separately for each work period. Hours shall not be averaged across separate work periods.

Overtime pay shall be calculated at one and one-half times the employee's regular rate of pay for each hour worked over the applicable threshold. The regular rate shall be determined under applicable law and shall include required remuneration. Compensatory time may be provided only as permitted by applicable law and the manual's existing compensatory-time provisions, including any required prior agreement.

Eligibility for the 106-hour threshold shall be determined from actual duties and applicable law, rather than department name or job title alone. Fire Rescue personnel who do not qualify for the Section 7(k) fire protection provisions shall receive overtime under the otherwise applicable standard.

IMPLEMENTATION WORKSHEET
RESOLUTION NO. 518

Purpose: Record the administrative details needed to implement Resolution No. 518. This worksheet is an administrative supporting document and is not part of Exhibit A.

Work-Period Designation

First work period begins: _____ at _____ Eastern Time.
First work period ends: _____ at _____ Eastern Time (14 consecutive days later).
Payroll cycle / payment date: _____
Covered positions and employees: _____
_____

Implementation Responsibilities

City Clerk: Complete the work-period start date and time in the resolution before adoption; retain the executed resolution and Exhibit A; incorporate the approved text into the manual; distribute the revisions.

Fire Rescue: Confirm shift start times and coverage; identify covered employees; maintain actual duty records, including training, call-backs, holdovers, meal periods, and shift changes.

Finance / Payroll: Confirm eligibility and authorized rates; configure the fixed 14-day work period; include compensable meal and sleep time on exactly 24-hour tours; review overtime by work period; verify budget availability.

City Attorney: Review the draft amendments, covered positions, and consistency with existing manual provisions and applicable agreements before adoption.

Payroll Examples

Assuming the employee qualifies for the 106-hour standard and all listed hours are compensable hours actually worked:

Hours worked in one 14-day period	Hours above 106
96 hours	0 hours
120 hours	14 hours
144 hours	38 hours

These examples illustrate overtime hours only. Gross pay depends on the employee's authorized rate, regular-rate adjustments, and any lawful compensatory-time arrangement. A 24-on/48-off rotation can generate scheduled overtime; budget projections should use actual calendar shifts and work-period boundaries.

Items to Complete Before Implementation

Authorized base rate(s): _____ Funding account(s): _____
Estimated fiscal-year wage and employer benefit cost: _____
Payroll configuration verified by: _____ Date: _____

Federal References

29 U.S.C. 207(k); 29 CFR 553.210, 553.222, 553.223, 553.224, 553.230, and 553.233.
U.S. Department of Labor, Fact Sheet #8:
dol.gov/agencies/whd/fact-sheets/8-flsa-police-firefighters

From: **Robert Robinson** rrobinson@cedarkeyfl.us
Date: **Nov 6, 2026 at 2:25:03 PM**
To: **Robert Robinson** rrobinson@cedarkeyfl.us

Cedar Key Fire Rescue — Firefighter Salary Comparison

Annual wage budget: $57,000 Schedule: 24 hours on / 48 hours off Fiscal year: October 1, 2026 – September 30, 2027 Pay periods: 14 days, Thursday through Wednesday Overtime: Time-and-a-half

4/6 hr per Year 2080
260 days

Side-by-side comparison

86-HOUR OVERTIME LIMIT

$17.41

Regular hourly rate

$26.11 overtime rate

122 - 24 hr shifts per Year
2,920 hrs

Overtime begins after 86 hours

106-HOUR OVERTIME LIMIT

$18.66

Regular hourly rate

$28.00 overtime rate

Overtime begins after 106 hours

Annual hours and wages

Description	86-hour limit	106-hour limit
Annual salary	$57,000	$57,000
Total hours worked	2,928	2,928
Regular hours	2,236	2,676
Overtime hours	692	252
Regular hourly rate	$17.41	$18.66
Overtime hourly rate	$26.11	$28.00

Biweekly paycheck comparison

Approximate gross wages before taxes and deductions

Hours worked	86-hour limit	106-hour limit
96-hour pay period	$1,758.40	$1,791.75
120-hour pay period	$2,385.16	$2,370.33

What changes for the City?

Increase in regular hourly pay with 106-hour limit

+$1.25/hr

Reduction in annual overtime hours

440 hours

Difference in annual wage budget

$0

CITY OF CEDAR KEY

City Commission Agenda Summary

New Full-Time Police Officer Position

Action item | November 17, 2026
Department Police Department

REQUESTED ACTION

Authorize one additional full-time police officer position at an annual salary of $50,000.

BACKGROUND

The Police Department requests authorization to add one full-time officer to its staff.

RESPONSIBILITIES

Finance should verify which costs the benefits estimate includes. Staff should confirm the total personnel cost and funding source before filling the position.

FISCAL IMPACT

Base salary	$50,000.00
Estimated benefits	$14,269.44
Employer FICA (7.65%)	$3,825.00
Estimated annual total with FICA	**$68,094.44**
Employer retirement (10%), if additional	$5,000.00
Estimated annual total if retirement is additional	**$73,094.44**

Finance should confirm the FY 2026–27 cost based on the start date and verified benefits.

SUGGESTED MOTION

I move to authorize one additional full-time police officer position at an annual salary of $50,000 and direct staff to confirm the total personnel cost and funding source before filling the position.

Supporting material Proposed FY 2026–27 budget amendment for this item.

CITY OF CEDAR KEY

City Commission Agenda Summary

Police Department Promotions

Action item | November 17, 2026
Department Police Department

REQUESTED ACTION

Approve the proposed Police Department promotions and related pay adjustments.

BACKGROUND

The Police Department requests approval of proposed personnel promotions and corresponding pay adjustments.

RESPONSIBILITIES

Police Department staff should confirm the employees, proposed ranks, and effective dates before Commission action. Finance should verify the FY 2026–27 cost and applicable employer payroll costs.

FISCAL IMPACT

Proposed promotion pay adjustments (amount discussed)	$3,000.00
Employer FICA (7.65%)	$229.50
Pay adjustments plus employer FICA	**$3,229.50**

Finance should confirm whether $3,000 represents the combined annual pay adjustment.

SUGGESTED MOTION

I move to approve the Police Department promotions and related pay adjustments as presented, including the effective dates specified in the agenda packet.

Supporting material Proposed FY 2026–27 budget amendment for this item.