
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

February 06, 2023 at 6:00 PM

Venue: City Hall

AGENDA

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation - Mayor Stephen Witt

Roll Call

Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.

Minutes

- [1.](#) January 17, 2023 Regular Session

Approval of Agenda

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

- [2.](#) Approval to negotiate with the top ranked firm RS&H, Inc. for RFQ-004-2023 CEI Inspection/Observation Services for the resurfacing of Patterson Ave.

Presentations

- [3.](#) Mayor Witt to present Certificate of Completion from the Institute for Elected Municipal Officials to Council Member Chevella Young
- [4.](#) Suwannee River Water Management District Santa Fe River Flood Risk Review - Chief Professional Engineer, SRWMD, Leroy Marshall

Old BusinessOrdinances**Open Public Hearing**

- [5.](#) City Council Ordinance No. 2023-2238 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-08, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from residential, low density (less than or equal to 2 dwelling units per acre) to commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing for an effective date.

Passed on first reading on 1/17/2023

Close Hearing

Adopt City Council Ordinance No. 2023-2238 on final reading

Open Public Hearing

- [6.](#) City Council Ordinance No. 2023-2241 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-08, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands

within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 1/17/2023

Close Hearing

Adopt City Council Ordinance No. 2023-2241 on final reading

Other Items - None

New Business

Ordinances - None

Resolutions

- [7.](#) City Council Resolution No. 2023-006 - A resolution of the City Council of the City of Lake City, Florida authorizing and adopting a Mobile Device Policy; and providing an effective date.
- [8.](#) City Council Resolution No. 2023-007 - A resolution of the City Council of the City of Lake City, Florida, ratifying the voice vote of the City Council and authorizing the City to enter into a Lease Agreement with HAECO, leading property located at the Lake City Gateway Airport and authorizing execution of the lease.
- [9.](#) City Council Resolution No. 2023-009 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into a Grant Agreement with the State of Florida, Department of Transportation, for the award of up to \$34,380.00, from the Department of Transportation, for the second phase of the obstacle removal of trees/vegetation at the Lake City Gateway Airport.
- [10.](#) City Council Resolution No. 2023-010 - A resolution of the City Council of the City of Lake City, Florida, declaring certain personal property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City.
- [11.](#) City Council Resolution No. 2023-011 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through its Police Department, to renew its Interagency Agreement with the Santa Rosa County Sheriff's Office to continue with the use of Criminal Justice Information for vendor personnel and security screening services.

Other Items - None

Departmental Administration - None

Comments by Council Members

Adjournment

UPCOMING DATES OF INTEREST

Tuesday, February 21 5:00 p.m. Council Photo Session

YouTube Channel Information

Members of the public may also view the meeting on our YouTube channel at:
<https://www.youtube.com/c/CityofLakeCity>

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

1. January 17, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on January 17, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Chevella Young

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
C. Todd Sampson
Chevella Young
Ricky Jernigan

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

Todd Kennon
Paul Dyal
Chief Gerard Butler
Audrey Sikes

MINUTES

1. December 28, 2022 Special Called City Council Meeting
2. January 3, 2023 Regular Session

Mr. Sampson made a motion to approve the December 28, 2022 Special Called, and the January 3, 2023 Regular Session minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mr. Hill made a motion to amend the agenda to add to the agenda Discussion and Possible Action – Motion to rescind Council action on December 28, 2022 regarding HAECO. Ms. Young seconded the motion. A roll call vote was taken and the motion passed.

Mr. Hill	Aye
Ms. Young	Aye
Mr. Sampson	Nay
Mr. Jernigan	Aye
Mayor Witt	Aye

PUBLIC PARTICIPATION/PERSONS WISHING TO ADDRESS COUNCIL

- Linda Andrews
- Barbara Lemley

- Sylvester Warren
- Keith Robinson

APPROVAL OF CONSENT AGENDA

3. Approval of travel request and budget amendment in an amount not to exceed \$1,900.00 from 511.34 Council Contractual for Council Member Jake Hill, Jr. to attend the Florida League of Cities FAST (Federal Action Strike Team) Fly-in February 7-8, 2023 in Washington, D.C.

Mr. Sampson made a motion to approve the consent agenda consisting of Item #3 above. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS – None

OLD BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2233. City Council Ordinance No. 2022-2233 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2233. No one asked to speak on City Council Ordinance No. 2022-2233, therefore Mayor Witt closed the public hearing.

4. City Council Ordinance No. 2022-2233 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-07, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use classification from Commercial to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Grand Reserve at Pelham LLC.) **Mr. Sampson made a motion to approve City Council Ordinance No. 2022-2233 on final reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-07, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use classification from Commercial to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2234. City Council Ordinance No. 2022-2234 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2234. After hearing public comment from Barbara Lemley on City Council Ordinance No. 2022-2234, Mayor Witt closed the public hearing.

- City Council Ordinance No. 2022-2234 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 22-06, by the property owner of said acreage; providing for rezoning from Commercial General (CG) to Residential, Multiple Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Grand Reserve at Pelham LLC.) **Mr. Jernigan made a motion to approve City Council Ordinance No. 2022-2234, on final reading, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 22-06, by the property owner of said acreage, and providing for rezoning from Commercial General (CG) to Residential, Multiple Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2236. City Council Ordinance No. 2022-2236 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2236. After hearing public comment from Barbara Lemley and Glenel Bowden on City Council Ordinance No. 2022-2236, Mayor Witt closed the public hearing.

- City Council Ordinance No. 2022-2236 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 22-01, relating to voluntary annexation; making findings; annexing certain real property located in Columbia

County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing an effective date. (John B. Hunter Revocable Trust) **Mr. Sampson made a motion to approve City Council Ordinance No. 2022-2236, on final reading, pursuant to Petition No. ANX 22-01, relating to voluntary annexation; making findings, and annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2237. City Council Ordinance No. 2022-2237 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2237. No one asked to speak on City Council Ordinance No. 2022-2237, therefore Mayor Witt closed the public hearing.

- 7. City Council Ordinance No. 2022-2237 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 22-02, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (MHPJR, LLC.) **Mr. Hill made a motion to approve City Council Ordinance No. 2022-2237, on final reading, pursuant to Petition No. ANX 22-02, relating to voluntary annexation; making findings, and annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

Other Items

8. Discussion and Possible Action: Motion to rescind Council action on December 28, 2022 regarding HAECO (City Attorney Todd Kennon)

Mr. Hill made a motion to rescind the HAECO action taken during the December 28, 2022 Special Called meeting. Mr. Jernigan seconded the motion.

City Clerk Audrey Sikes read into record the motion being rescinded: Mr. Hill made a motion to extend the lease agreement for one year and to seek an appraisal for Fair Market Value. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried. Mr. Hill voted yes; Mr. Samson voted yes; Ms. Young voted no; Mr. Jernigan voted yes, and Mayor Witt voted yes.

A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Nay
Ms. Young	Aye
Mayor Witt	Aye

PUBLIC COMMENT: Barbara Lemley; Vanessa George

City Attorney Todd Kennon discussed the changes in the new proposed lease.

Attorney Alison Squiccimarro from the Law Offices of Paul Lange, LLC., on behalf of HAECO Airframe Services, LLC., provided a HAECO Lake City Lease presentation representing HAECO's stance on the proposed lease.

Attorney Edward Booth from the Law Offices of Marks Gray, P.A., on behalf of the City of Lake City, expressed concern with the proposed lease.

Members discussed the lease.

PUBLIC COMMENT: Glenel Bowden; Sylvester Warren; Stew Lilker; Barbara Lemley

Mr. Hill made a motion to accept the HAECO Building and Land Lease proposal for the Lake City Gateway airport with the following modification to the lease: twenty (20) year initial lease with two (2) five (5) year extensions. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Ms. Young	Aye
Mr. Sampson	Nay
Mr. Jernigan	Aye
Mayor Witt	Aye

Mr. Sampson requested to add to the next agenda a discussion regarding an aviation academy.

9. Discussion and Possible Action: Richardson Community Center (City Manager Paul Dyal/City Attorney Todd Kennon)

Mr. Kennon reported the County requested a Mutual Release in Satisfaction of the Interlocal Agreement. He discussed the email dated January 4, 2023 from Graham Markarian, Government Operation Consultant of the Florida Department of Economic Opportunity and stated the County can own the property prior to the completion of all CDBG-CV project activities.

Members discussed with staff concerns with budget, maintenance, and impact on the community.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden; Vanessa George; Ben Given

Mr. Sampson made a motion to deed Richardson Community Center to the County immediately. The motion died due to lack of second.

Mayor Witt recommended taking no permanent action until staff could provide costs for the council to discuss.

Ms. Young made a motion to table the item. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young	Aye
Mr. Hill	Aye
Mr. Sampson	Nay
Mr. Jernigan	Aye
Mayor Witt	Aye

10. Discussion and Possible Action - City Council Photo Session - February 6, 2023 5:00 PM (City Clerk Audrey Sikes)

Due to a scheduling conflict, members concurred to reschedule the photo session from February 6, 2023 to February 20, 2023 at 5:00 PM.

NEW BUSINESS

Ordinances

11. City Council Ordinance No. 2023-2238 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an Application, CPA 22-08, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Low Density (less than or equal to 2 dwelling units per acre) to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing an effective date. (Citadel I Holdings Co. LLC.) **Mr. Hill made a motion to approve City Council Ordinance No. 2023-2238, on first reading, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an Application, CPA 22-08, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use Classification from Residential, Low Density (less than or equal to 2 dwelling units per acre) to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

12. City Council Ordinance No. 2023-2241 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an Application, Z 22-08, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Citadel I Holdings Co. LLC.) **Mr. Jernigan made a motion to approve City Council Ordinance No. 2023-2241, on first reading, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an Application, Z 22-08, by the property owner of said acreage, and providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

Resolutions

13. City Council Resolution No. 2023-004 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Change Order to the contract between the City and Anderson Columbia Co., Inc., related to the upgrade to airfield lighting at the Lake City Gateway Airport, extending the project completion date an additional ninety (90) days. **Mr. Hill made a motion to approve City Council Resolution No. 2023-004, authorizing the execution of a Change Order to the contract between the City and Anderson Columbia Co., Inc., related to the upgrade to airfield lighting at the Lake City Gateway Airport, extending the project completion date an additional ninety (90) days. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

14. City Council Resolution No. 2023-005 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into a Grant Agreement with the State of Florida, Department of Transportation, for the award of up to \$45,000.00, from the Department of Transportation, for the purchase and installation of a Ground Power Unit (GPU) at the Lake City Gateway Airport. **Mr. Hill made a motion to approve City Council Resolution No. 2023-005, authorizing the City to enter into a Grant Agreement with the State of Florida, Department of Transportation, for the award of up to \$45,000.00, from the Department of Transportation, for the purchase and installation of a Ground Power Unit (GPU) at the Lake City Gateway Airport. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

Other Items – None

DEPARTMENTAL ADMINISTRATION

15. Discussion and Possible Action: Approve revision to General Description and Minimum Qualifications sections of the Assistant City Manager Job Description (Human Resource Director Hubert Collins)

Mr. Collins reported the changes to the qualifications are being requested to throw a broader net to obtain as many applicants as possible. He stated there was a change in a Florida Statute last year allowing for the difference between formal education and experience and he is applying this new standard at the City Managers direction.

Attorney Todd Kennon provided clarification on Florida Statute 112.219 and stated the request would require the City Council to recommend and approve the request as the City Council is the head of the employing agency. Mr. Kennon confirmed the changes are not required by Florida Statute 112.219.

Members discussed revising the job description and minimum qualifications sections of the Assistant City Manager Position. Mr. Collins confirmed the experience must be verifiable and relatable and there would be an open application process and stated the hiring manager decides who serves on the hiring committee, if one is used.

Mr. Sampson expressed concern with reducing minimum qualifications for an executive management position.

PUBLIC COMMENT: Vanessa George; Sylvester Warren

Members took a short five-minute recess from 8:25 PM to 8:30 PM, at which point Mr. Warren continued his public comment, and then Stew Lilker spoke.

Ms. Young made a motion to approve the revision to the General Description and Minimum Qualifications sections of the Assistant City Manager Job Description. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young	Aye
Mr. Hill	Aye
Mr. Sampson	Nay
Mr. Jernigan	Aye
Mayor Witt	Aye

COMMENTS BY COUNCIL

Mr. Jernigan suggested and recommended strong enforcement of meeting decorum.

ADJOURNMENT

All matters having been handled, the meeting adjourned at 8:36 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. Approval to negotiate with the top ranked firm RS&H, Inc. for RFQ-004-2023 CEI Inspection/Observation Services for the resurfacing of Patterson Ave.



RFQ-004-2023 CEI Inspection/Observation Services for the Resurfacing of Patterson Ave.
 Due Date: Tuesday, January 24, 2023 @ 2:00 p.m. EST

Vendor	Experience with Similar Municipal Engineering Projects	Management and Staffing	Availability and Ability to meet Time requirements	References	Total Score	Ranking
Kisinger Campo & Associates, Corp (KCA)	4	5	4.33	2.33	15.67	2
RS&H, Inc.	3.67	5	4.67	5	18.33	1

File Attachments for Item:

3. Mayor Witt to present Certificate of Completion from the Institute for Elected Municipal Officials to Council Member Chevella Young



December 22, 2022

Council Member Elect Chevella Young
City of Lake City
205 N Marion Ave
Lake City, FL 32055-3918

Dear Council Member Elect Chevella Young,

On behalf of the Florida League of Cities, I am pleased to award this certificate to you for the completion of the Institute for Elected Municipal Officials in Tampa, FL on October 14-15, 2022.

It is our sincere hope that you found the program challenging and worthwhile. We encourage you take advantage of other training opportunities through FLC University. We also invite you to register for the next offering of IEMO II, when registration opens. You can find dates and locations for other trainings on our event calendar.

We strongly believe that your attendance at the Institute is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in black ink that reads "Lynn S. Tipton".

Lynn S. Tipton
Director, FLC University
Florida League of Cities

IEMO

 FLC UNIVERSITY

Certificate of Completion

October 14-15, 2022 • Tampa, FL

Presented to

Chevella Young

Council Member Elect

City of Lake City

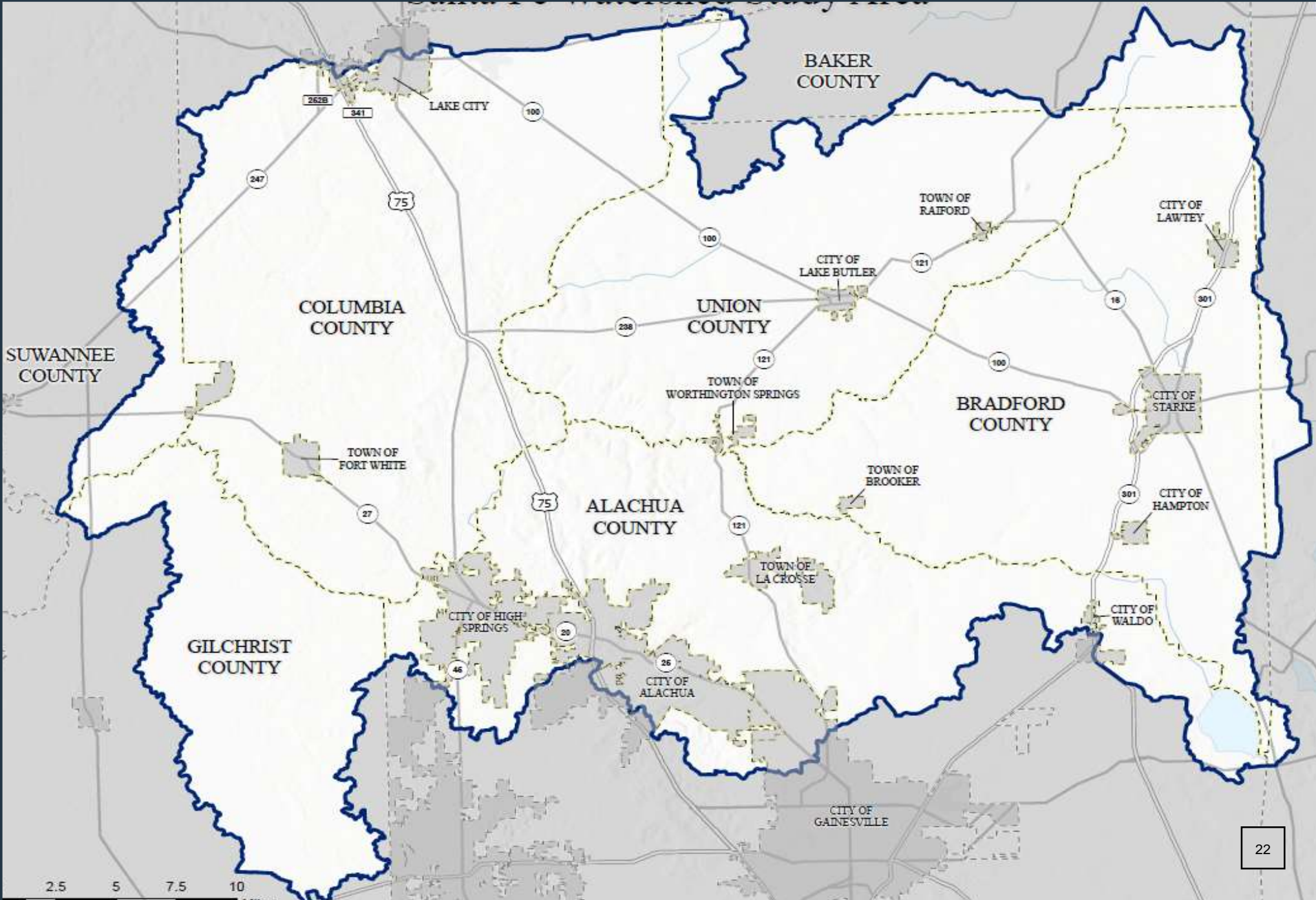
File Attachments for Item:

4. Suwannee River Water Management District Santa Fe River Flood Risk Review - Chief Professional Engineer, SRWMD, Leroy Marshall

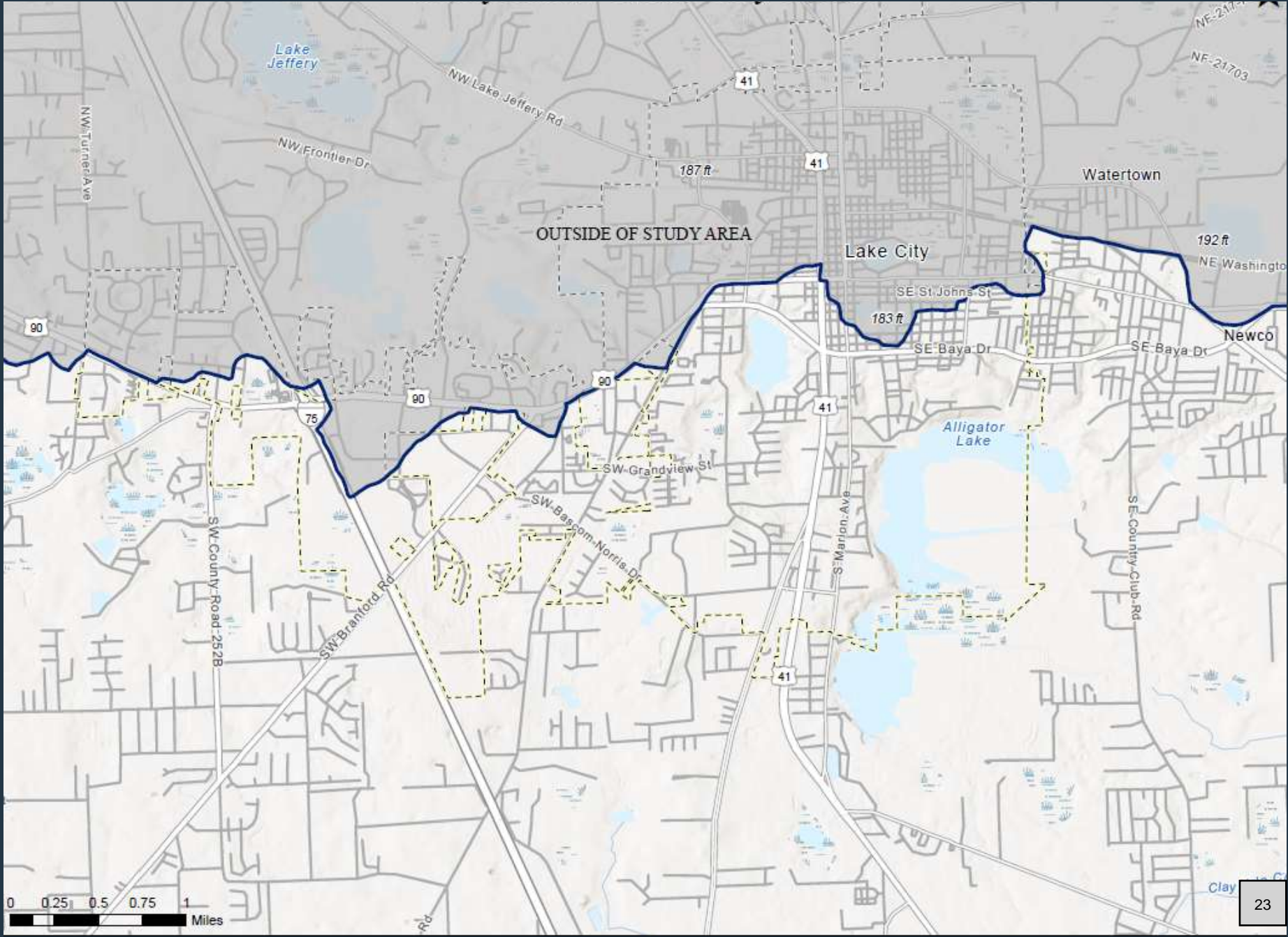
Flood Risk Review Meeting



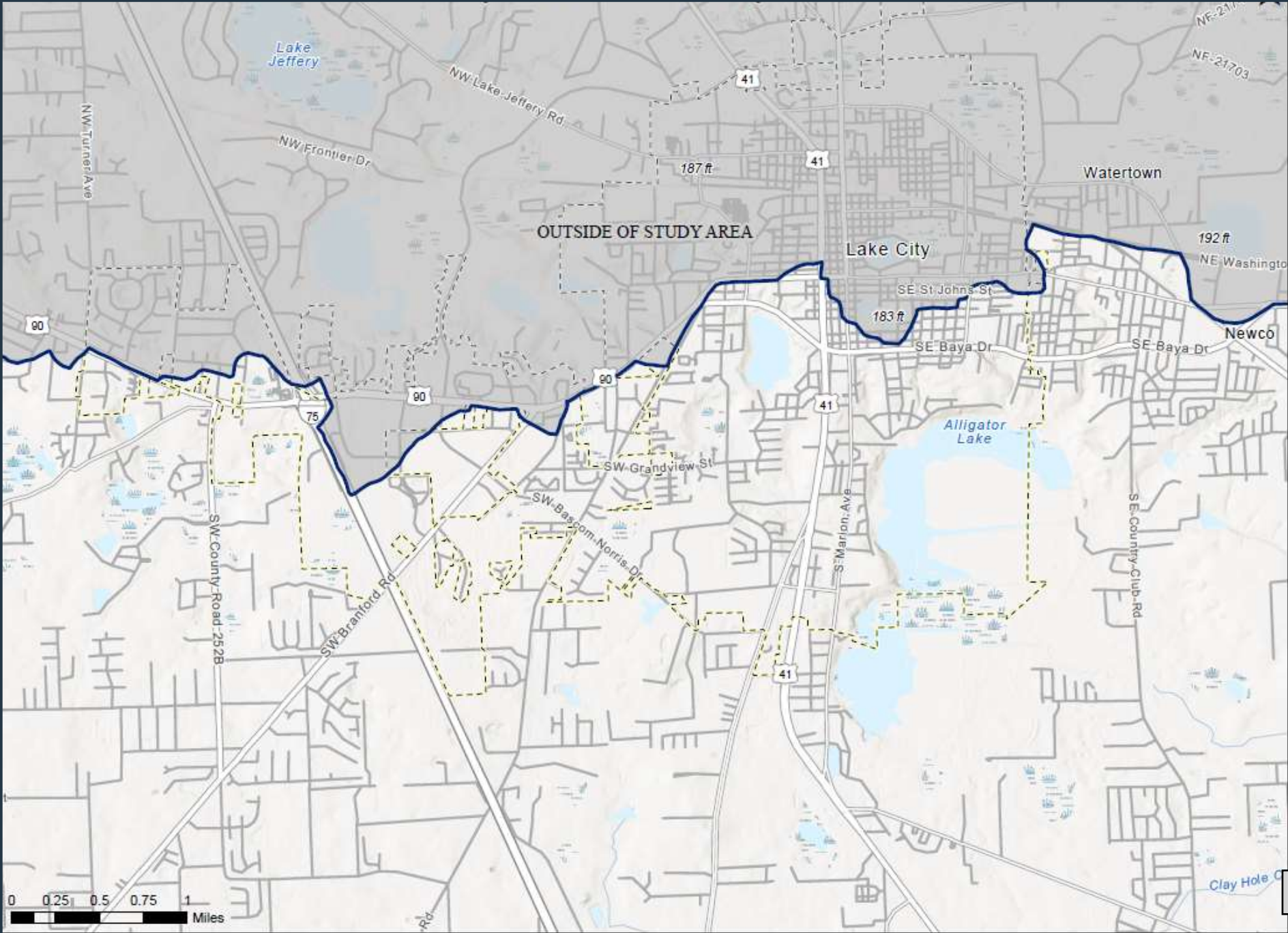
Santa Fe Watershed Study Area



Santa Fe Watershed Study Area



City of Lake City Study Area Detail



Virtual Event Space

Public Engagement Tool



The virtual experience will allow anyone not able to make the meetings to obtain the information and request a meeting with District Staff.



Simply search **SRWMD Virtual Tour** on any search engine.

Flood Risk Review Meetings

February 21

Public Meeting 5-8p

Bradford County

Courthouse

Starke, FL

February 22

Public Meeting 5-8p

James A. Lewis

Chambers

Alachua, FL

February 23

Public Meeting 5-8p

Westside

Community Center

Lake City, FL



For more information about the District, visit www.MySuwanneeRiver.com or follow us on Facebook, Instagram, YouTube and Twitter, search @SRWMD.

File Attachments for Item:

5. City Council Ordinance No. 2023-2238 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 22-08, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from residential, low density (less than or equal to 2 dwelling units per acre) to commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing for an effective date.

Passed on first reading on 1/17/2023

ORDINANCE NO. 2023-2238

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 22-08, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, the City Council held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 22-08, by Carol Chadwick, P.E., as agent for Citadel I Holdings Company, LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL on property described, as follows:

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 88°44'00" East 326.70 feet, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 00°37'00" East 1.88 feet to the North right-of-way line of Northwest Lake Jeffery Road to the Point of Beginning; thence continue North 00°37'00" East 210.00 feet; thence North 88°33'00" East 200.00 feet; thence South 00°59'00" West 212.27 feet to the North right-of-way line of said Northwest Lake Jeffery Road; thence South 88°44'00" West 115.91 feet, along the North right-of-way line of said Northwest Lake Jeffery Road to the point of curvature; thence on a chord bearing South 88°59'00" West, a chord distance of 84.09 feet to Point of Beginning.

Containing 1.00 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall be effective upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 17th day of January 2023.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of February 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

January 12, 2023

TO: City Council

FROM: Planning and Zoning Technician

SUBJECT: Application No. CPA 22-08 (Citadel I Holdings Company, LLC)
Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Land use amendment requests are ineligible to receive concurrency reservation because they are too conceptual and, consequently do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided, which quantifies for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

CPA 22-08, an application by Carol Chadwick, P.E., as agent for Citadel I Holdings Company, LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL for the property described, as follows:

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 88°44'00" East 326.7 feet, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 00°37'00" East 1.88 feet to the North right-of-way line of Northwest Lake Jeffery Road to the Point of Beginning; thence continue North 00°37'00" East 210.00 feet; thence North 88°33'00" East 200.00 feet; thence South 00°59'00" West 212.27 feet to the North right-of-way line of said Northwest Lake Jeffery Road; thence South 88°44'00" West 115.91 feet, along the North right-of-way line of said Northwest Lake Jeffery Road to the point of curvature; thence on a chord bearing South 88°59'00" West, a chord distance of 84.09 feet to Point of Beginning.

Containing 1.00 acre, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could theoretically result in 43,560 square feet of shopping center use on the site.

An average specialty retail use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$43,560$ (43,560 square feet gross floor area) \times 1.82 (employees per 1,000 square feet gross floor area) = 80 (employees) \times 45 (gallons of potable water usage per employee per day) = 3,600 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2022, the average daily potable water usage = 3,351,000 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 749,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 3,600 gallons of potable water per day.

Residual capacity after this proposed amendment = 745,400 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the theoretical use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could theoretically result in 43,560 square feet of shopping center use on the site.

An average shopping center use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$43,560$ (43,560 square feet gross floor area) \times 1.82 (employees per 1,000 square feet gross floor area) = 80 employees \times 34.5 (gallons of sanitary sewer effluent per employee per day) = $2,760$ gallons of sanitary sewer effluent per day.

Permitted capacity of the community sanitary sewer system = $3,000,000$ gallons of sanitary sewer effluent per day.

During calendar year 2022, the average sanitary sewer usage = $2,200,000$ gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = $800,000$ gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = $800,000$ gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = $2,760$ gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = $797,240$ gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the theoretical use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could theoretically result in 43,560 square feet of shopping center use on the site.

An average shopping center use is estimated to generate 5.5 pounds of solid waste per 1,000 square feet gross floor area per day.

$43,560 \text{ (43,560 square feet gross floor area)} \times 5.5 \text{ (pounds of solid waste per 1,000 square feet gross floor area per day)} = 240 \text{ pounds of solid waste per day.}$

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the theoretical use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

As no population increase will result from the proposed amendment, there will be no need for additional recreational facilities as a result of the proposed amendment. Therefore, the proposed amendment is not anticipated to impact recreation facilities.

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the theoretical use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could theoretically result in 43,560 square feet of shopping center use on the site.

Summary of Trip Generation Calculations for a Shopping Center Use.

Based upon an average of 3.81 trips per p.m. peak hour per 1,000 square feet gross floor area.

43,560 (43,560 feet gross floor area) x 3.81 (trips per 1,000 square feet gross floor area) =
 166 trips less 25 percent pass by trips (42) = 124 p.m. peak hour trips (166 - 42 = 124).

Existing p.m. peak hour trips = 1,014 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
U.S. 41 (from U.S. 90 to north City limits)	1,014a	C	0	124	1,138	C

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 10th Edition, 2017.
Quality/Level of Service Handbook, Florida Department of Transportation, 2020.

Based upon the above analysis and an adopted level of service standard of "C" with a capacity of 3,060 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the theoretical number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is vacant land. The site is bounded on the north industrial land use, on the east by industrial land use, on the south by high density residential land use and on the west by industrial land use.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2021, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, the site is not located within a 100-year flood prone area.

Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, the site is not located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain fine sand silt.

Soil Types

According to the U.S. Department of Agriculture, Soil Conservation Service, Soil Survey dated October 1991, the site is comprised of Alpine fine sand (0 to 5 percent slope) soils.

Alpine fine sand (0 to 5 percent slope) soils are somewhat poorly drained, nearly level to gently sloping soil on broad flats bordering poorly defined drainage ways and in undulating area.

Alpine fine sand (0 to 5 percent slope) soils have severe limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridan Aquifer, prepared by the Water Management District, dated July 17, 2001, the site is not located in high aquifer groundwater recharge area.



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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

January 12, 2023

Mr. Robert Angelo
Planning and Zoning Technician
City of Lake City
205 North Marion Avenue
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. CPA 22-08 (Citadel I Holdings Company, LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Future Land Use Plan Map of the Comprehensive Plan

Dear Robert:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Joyce Bruner, Executive Assistant
Paul Dyal, City Manager
Audrey Sikes, City Clerk
Marshall Sova, Code Enforcement Officer


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Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

6. City Council Ordinance No. 2023-2241 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to rezoning of less than ten contiguous acres of land, pursuant to an application, Z 22-08, by the property owner of said acreage; providing for rezoning from County Residential, Single Family-2 (RSF-2) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading 1/17/2023

ORDINANCE NO. 2023-2241

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 22-08, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) TO CITY COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 22-08, by Carol Chadwick, P.E., as agent for Citadel I Holdings Company LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to CITY COMMERCIAL, INTENSIVE (CI) on property described, as follows:

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 88°44'00" East 326.70 feet, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 00°37'00" East 1.88 feet to the North right-of-way line of Northwest Lake Jeffery Road to the Point of Beginning; thence continue North 00°37'00" East 210.00 feet; thence North 88°33'00" East 200.00 feet; thence South 00°59'00"

West 212.27 feet to the North right-of-way line of said Northwest Lake Jeffery Road; thence South 88°44'00" West 115.91 feet, along the North right-of-way line of said Northwest Lake Jeffery Road to the point of curvature; thence on a chord bearing South 88°59'00" West, a chord distance of 84.09 feet to Point of Beginning.

Containing 1.00 acre, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

The effective date of this amendment, Z 22-08, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 22-08. If Future Land Use Plan Map Amendment, CPA 22-08, does not become effective, this amendment, Z 22-08, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 22-08, to the Official Zoning Atlas may be issued or commence before it has become effective.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 17th day of January 2023.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 6th day of February 2023.

Attest:

CITY COUNCIL
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Thomas J. Kennon III, City Attorney

City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

January 12, 2023

TO: City Council

FROM: Planning and Zoning Technician

SUBJECT: Application No. Z 22-08 (Citadel I Holdings Company, LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Rezoning are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided which quantifies, for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

Z 22-08, an application by Carol Chadwick, P.E., as agent for Citadel I Holdings Company, LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from COUNTY RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to CITY COMMERCIAL, INTENSIVE (CI) on property described, as follows:

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 88°44'00" East 326.7 feet, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence North 00°37'00" East 1.88 feet to the North right-of-way line of Northwest Lake Jeffery Road to the Point of Beginning; thence continue North 00°37'00" East 210.00 feet; thence North 88°33'00" East 200.00 feet; thence South 00°59'00" West 212.27 feet to the North right-of-way line of said Northwest Lake Jeffery Road; thence South 88°44'00" West 115.91 feet, along the North right-of-way line of said Northwest Lake Jeffery Road to the point of curvature; thence on a chord bearing South 88°59'00" West, a chord distance of 84.09 feet to Point of Beginning.

Containing 1.00 acre, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could potentially result in 43,560 square feet of shopping center use on the site (based upon averages for use intensities and compliance with offstreet parking requirements, drainage requirements and landscape buffer requirements).

An average specialty retail use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$43,560$ (43,560 square feet gross floor area) \times 1.82 (employees per 1,000 square feet gross floor area) = 80 (employees) \times 45 (gallons of potable water usage per employee per day) = $3,600$ gallons of potable water usage per day.

Permitted capacity of the community potable water system = $4,100,000$ gallons of potable water per day.

During calendar year 2022, the average daily potable water usage = $3,351,000$ gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = $749,000$ gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = $749,000$ gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = $3,600$ gallons of potable water per day.

Residual capacity after this proposed amendment = $745,400$ gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the potential use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could potentially result in 43,560 square feet of specialty retail use on the site (based upon averages for use intensities and compliance with offstreet parking requirements, drainage requirements and landscape buffer requirements).

An average shopping center use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$43,560$ (43,560 square feet gross floor area) \times 1.82 (employees per 1,000 square feet gross floor area) = 80 employees \times 34.5 (gallons of sanitary sewer effluent per employee per day) = 2,760 gallons of sanitary sewer effluent per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2022, the average sanitary sewer usage = 2,200,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 2,760 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 797,240 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the potential use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could potentially result in 43,560 square feet of specialty retail use on the site (based upon averages for use intensities and compliance with offstreet parking requirements, drainage requirements and landscape buffer requirements).

An average shopping center use is estimated to generate 5.5 pounds of solid waste per 1,000 square feet gross floor area per day.

$43,560 \text{ (43,560 square feet gross floor area)} \times 5.5 \text{ (pounds of solid waste per 1,000 square feet gross floor area per day)} = 240 \text{ pounds of solid waste per day.}$

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the potential use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

As no population increase will result from the proposed amendment, there will be no need for additional recreational facilities as a result of the proposed amendment. Therefore, the proposed amendment is not anticipated to impact recreation facilities.

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could potentially result in 43,560 square feet of shopping center use on the site (based upon averages for use intensities and compliance with offstreet parking requirements, drainage requirements and landscape buffer requirements).

Summary of Trip Generation Calculations for a Shopping Center Use.

43.560 (43,560 feet gross floor area) x 3.81 (trips per 1,000 square feet gross floor area) = 166 trips less 25 percent pass by trips (42) = 124 p.m. peak hour trips (166 - 42 = 124).

Existing p.m. peak hour trips = 1,014 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
US 41 (from U.S. 90 to north City limits)	1,014 ^a	C	0	124	1,138	C

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 10th Edition, 2017.

Quality/Level of Service Handbook, Florida Department of Transportation, 2020.

Based upon the above analysis and an adopted level of service standard of "C" with a capacity of 3,060 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the potential number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is vacant land. The site is bounded on the north industrial land use, on the east by industrial land use, on the south by high density residential land use and on the west by industrial land use.

Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2021, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, the site is not located within a 100-year flood prone area.

Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, the site is not located within a wetland.

Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated November 28, 2018, the site is known to contain fine sand silt.

Soil Types

According to the U.S. Department of Agriculture, Soil Conservation Service, Soil Survey dated October 1991, the site is comprised of Alpine fine sand (0 to 5 percent slope) soils.

Alpine fine sand (0 to 5 percent slope) soils are somewhat poorly drained, nearly level to gently sloping soil on broad flats bordering poorly defined drainage ways and in undulating area.

Alpine fine sand (0 to 5 percent slope) soils have severe limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridan Aquifer, prepared by the Water Management District, dated July 17, 2001, the site is not located in high aquifer groundwater recharge area.



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2009 NW 67th Place, Gainesville, FL 32653 - 1603 • 352.955.2200

January 12, 2023

Mr. Robert Angelo
Planning and Zoning Technician
City of Lake City
205 North Marion Avenue
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. Z 22-08 (Citadel I Holdings Company, LLC)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Dear Robert:

Please find enclosed the above referenced concurrency management assessment.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosure

SRK/sj

xc: Joyce Bruner, Executive Assistant
Paul Dyal, City Manager
Audrey Sikes, City Clerk
Marshall Sova, Code Enforcement Officer

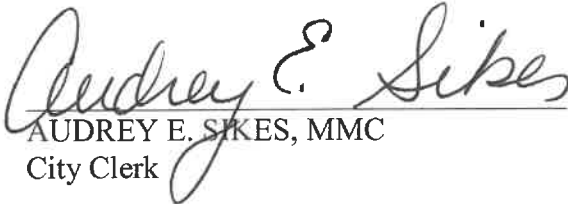
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Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.


AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

7. City Council Resolution No. 2023-006 - A resolution of the City Council of the City of Lake City, Florida authorizing and adopting a Mobile Device Policy; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2023-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING AND ADOPTING A MOBILE DEVICE POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (hereinafter the “City”) provides mobile devices for city employees and elected officials; and

WHEREAS, the City has coordinated and drafted a Mobile Device Policy (hereinafter the “Policy”); and

WHEREAS, the Policy is intended to govern the use of devices that use a cellular carrier or Wifi supplied and operated by the City, for all employees and elected officials who use said devices, and to describe the regulations for the use of communication devices, procurement of these devices, business and personal use, department accountability/responsibility and individual responsibilities; and

WHEREAS, the City Council finds that it is in the best interests of the City to adopt the Policy, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby made a part of this resolution.

Section 2. The Mobile Device Policy is hereby adopted and authorized for implementation.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of January 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III
City Attorney

Mobile Device Policy

<h1>City of Lake City</h1>	
CHAPTER: Information Technology	Policy #:
SECTION:	Department: Information Technology
	Effective Date: TBD
	City Manager: Paul Dyal
SUBJECT: Mobile Devices	Page: 1 of 5

1. Purpose

The purpose of this policy is to describe the regulations for the use of communication devices, procurement of these devices, business and personal use, department accountability / responsibility and individual responsibilities. A communication device, for the purpose of this policy, is defined as any device that is used, by any measure, to send or receive voice or data transmission, whether wired or not, and includes, but not limited to landline and cellular telephones, and similar devices with communication capability. This policy is also to ensure communication devices are used in the most appropriate manner and to provide guidelines in the acquisition and use of such equipment.

2. SCOPE

2.1 This policy covers all employees and elected officials who use communication devices. This policy ensures operationally responsive and cost-effective use of all communication devices. This policy refers to devices that use a cellular carrier or WIFI supplied and operated by the City of Lake City. City of Lake City employees and officials issued any device(s) as described above must observe and comply with this policy.

The City will provide communication devices to employees, if a valid business purpose has been identified by the employee's Department Director, and to elected officials for business purposes, to be used as communications or computing tools including text messaging. Since their use and locally stored data is subject to the State of Florida's Public Records Laws, there should be no expectation of privacy. Each user is responsible and accountable for the content and use of these tools. Should a personal device be used for business purposes, the employee must comply with public records

laws, including archival of data. Text messages sent or received by an employee that relate to City business are public records, regardless of whether the device is owned by the City or the employee. This software requires a password to access. Each user is responsible and accountable for the use of these devices. Passwords will not be shared and non-City personnel should not be allowed to use these devices. As with all computers, care should be taken to avoid opening spam and / or selecting links. Personal devices may not be connected to City email without review and approval from the department head and the appropriate Information Technology department contact. Except in the event of an emergency, no personal device should be used for City business and likewise personal usage of City-owned devices should be avoided.

3. DEFINITIONS

- Communication Device Administration – The Information Technology Department is responsible for all administrative functions associated with all electronic devices.
- Communication Devices – As used in this document, includes any device that is used, by any measure, to send or receive voice or data transmission, whether wired or not, and includes but not limited to landline and cellular telephones, and similar devices with communication capability.

4. PROVISIONS

4.1 This document supersedes and repeals all other references to mobile devices regarding policy, procedures, and / or regulations and shall be re-assessed as needed to determine its effectiveness and appropriateness.

4.2 Business Use of Mobile Devices

If a valid City business purpose is identified and it meets specific service criteria, City employees and elected official may be eligible to have a City device. However, due to financial constraints, meeting these criteria by itself does not guarantee participation. The Department Director and the Director of Information Technology will process approval requests.

If the use of the device is for after-hours purposes by non-exempt (paid hourly) employees, pre-approval by the Department Director is required to ensure compliance with the Fair Labor Standards Act (FLSA).

All data and usage records contained on City issued devices are subject to public record. The phone number called to/ from, the date and time of the call, and the number of minutes the call lasted is located on the monthly bill. Text messages will be archived.

5. CRITERIA FOR ISSUANCE / APPROVAL OF MOBILE DEVICES

- 5.1 Elected Officials:** Requires ready access to City management and citizens in the conduct of official duties.
- 5.2 Management:** In a managerial role and a critical component of the job responsibilities is to be in contact with staff, citizens, or other management.
- 5.3 Work Location:** The job often takes the employee away from their primary work location to complete work assignments.
- 5.4 Emergencies / Public and Personal Safety:** Participates in emergency response activities and could be called upon to solve critical issues that may arise during the day, or when possession of a cell phone or smartphone device may be necessary for an employee's personal safety.
- 5.5 On-Call:** The employee is either on-call or expected to respond to issues during non-business hours.
- 5.6 Efficiency:** Wireless phones and other wireless communication equipment should be provided to improve customer services and to enhance service efficiencies.
- 5.7 Teleworking:** The employee is working off-site (from home or elsewhere) and needs to be able to conduct City business. Desk phones can be forwarded to the City-issued cell phone.

6. PERSONAL USE OF MOBILE DEVICES

- 6.1** City -owned electronic devices are issued with the intent to be used solely for City business. Only during an emergency event shall any device owned by the City be used for personal use or should any personal device be used for City business. The use of this emergency exception to the policy is meant to be rare, and not to be used instead of having a City-issued device where one has been approved. What is deemed to be an emergency is to be determined by each Department Director.
- 6.2** In the event that a personal device is used for City business, the official or employee shall transfer a copy of the correspondence to their City device for purposes of preserving public records. Employees shall not delete data from personal devices pertaining to City business without effectuating said transfer of information and confirming the same.

7. ELECTRONIC DEVICE ADMINISTRATOR

- 7.1** The Information Technology department is the mobile device administrator.
- 7.2** Requires the authorized City user to sign the employee certification to verify acceptance and understanding of the Mobile Device Policy.
- 7.3** Information Technology monitors and reviews the employee device usage periodically to ensure that use is appropriate and that prudent fiscal management guidelines are followed.

8. RESPONSIBILITIES

8.1 Employee: An overarching concern of the City is the personal safety of staff and the public at large. Therefore, staff and City officials should use proper safety procedures, including hands-free devices, especially while operating equipment, driving on City business, or performing similar duties.

8.2 The employee to whom a device is assigned is responsible for the following:

- Safeguarding the equipment and controlling its use. The theft of equipment should be reported immediately to the Information Technology Department and to the Lake City Police Department for a theft report.
- Only City-issued charging cables and blocks should be used. Off brand cables can damage phones. Devices should never be plugged into a public charging station, as there is a risk of data being removed from the device.
- Reimburse the City for repair or replacement costs of a damaged, lost, or stolen devices, if the damage, loss or theft of the device was due to the employee's negligence (as determined by the Information Technology Department on a case-by-case basis). Devices should always be left in the City-provided case / shell.
- Reimburse the City for unauthorized use, that results in cost to the City. Making calls from outside the U.S.A. (while on leave) is essentially the only way that these costs could be incurred. Usage outside of the country may be very expensive and must be pre-approved in writing by the City Manager.
- Return the device to the Information Technology Department upon termination of employment with the City. Users must reimburse the City for the replacement value if the device is not returned. Reimbursement will be through the City of Lake City Finance Department.
- All upgrades will be handled through the Information Technology Department.

9. Department Directors:

9.1 Ensure that requests for a City-issued mobile device is substantiated by business necessity and approved in advance. Directors are required to share this policy with staff that are issued a mobile device.

10. POLICY VIOLATIONS

10.1 All violations listed below can result in disciplinary actions of verbal / written warnings up to suspension and termination. As elected officials do not fall under the same category as city employees, disciplinary action can include the need to register their personal device with IT in addition to their city provided device, as outlined below.

- City employees failing to utilize the provided device for its intended purpose, including not using the device at all are subject to the disciplinary actions outline above.

- Failure to report a device as lost or stolen to both IT and the Police Department.
- Modification of devices and installation of accessories not provided by IT. This includes all original cases, chargers, and packaging.

11. ADMINISTRATIVE REPEAL

11.1 The provisions contained herein supersede and replace all prior Administrative policies on such devices, including Administrative Directive #19.

APPROVAL

City Manager – Paul Dyal _____

File Attachments for Item:

8. City Council Resolution No. 2023-007 - A resolution of the City Council of the City of Lake City, Florida, ratifying the voice vote of the City Council and authorizing the City to enter into a Lease Agreement with HAECO, leading property located at the Lake City Gateway Airport and authorizing execution of the lease.

CITY COUNCIL RESOLUTION NO. 2023-007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RATIFYING THE VOICE VOTE OF THE CITY COUNCIL AND AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH HAECO, LEASING PROPERTY LOCATED AT THE LAKE CITY GATEWAY AIRPORT AND AUTHORIZING EXECUTION OF THE LEASE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) owns and operates the Lake City Gateway Airport (hereinafter the “Airport”); and

WHEREAS, HAECO Airframe Services, LLC, (hereinafter “HAECO”) is an existing tenant at the Airport and has requested a long-term lease in order to continue with the operation of their maintenance, repair, and overhaul facility at the airport (hereinafter the “Facility”); and

WHEREAS, the City is willing to lease space within the Airport in accordance with the terms and conditions of the *Building and Land Lease HAECO Airframe Services, LLC Lake City Gateway Airport* (hereinafter the “Lease”), a copy of which is attached hereto as “Exhibit A”; and

WHEREAS, the City Council has determined that the terms and conditions of the Lease are acceptable to the City Council and that it is in the City’s best interest to enter into the Lease with HAECO; and

WHEREAS, the City Council, by this resolution, formally ratifies the voice vote of the City cast January 17, 2023 to enter into a lease agreement with HAECO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor is authorized to execute the Lease for and on behalf of the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided

however, that any such changes or modifications shall not cause the payment to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Lease in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and HAECO, shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of January 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**BUILDING AND LAND LEASE
HAECO AIRFRAME SERVICES, LLC
LAKE CITY GATEWAY AIRPORT**

This **BUILDING AND LAND LEASE** ("Lease") is entered into as of the ___ day of January, 2023, ("Effective Date") and is by and between the **CITY OF LAKE CITY**, a body politic ("Lake City") and **HAECO AIRFRAME SERVICES, LLC**, a Delaware Limited Liability Company in good standing ("HAECO," each a "Party," and together, the "Parties").

RECITALS

WHEREAS, Lake City owns and operates Lake City Gateway Airport located in Columbia County, State of Florida ("Airport"), and the property more fully described on **Exhibit A** hereto ("Property");

WHEREAS, HAECO is an existing tenant at the Airport and has requested a long-term lease in order to continue with the operation of their maintenance, repair, and overhaul facility at the airport (the "Facility");

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, Lake City and HAECO agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions.

Airfield shall mean those portions of the Airport, excluding the Aircraft Aprons, provided for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, clear zones, aviation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, as such facilities may be modified from time to time.

Airport shall mean Lake City Gateway Airport, owned and operated by Lake City, located in Columbia County, Florida.

Airport Minimum Standards means the minimum standards adopted by Lake City and any amendment, restatement, or other modification to such minimum standards.

Applicable Laws means all laws, statutes, ordinances, rules, regulations (including without limitation Environmental Laws) lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to the Airport (but not including the Rules and Regulations adopted by Lake City), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time and judicial interpretations thereof.

Consumer Price Index or CPI means the consumer price index published by the U.S. Bureau of Labor Statistics for the most current 12-month period such data is available at the time of the applicable measurement or adjustment under this Lease. If CPI is no longer calculated by the U.S. Bureau of Labor Statistics, HAECO and Lake City shall select such other index as may be generally published that measures the increase in producer costs, which index shall be substituted for CPI. Specific dollar amounts referenced in this Lease as being increased by CPI shall be adjusted by multiplying such amounts by a factor of one (1) plus the percentage increase (but not decrease), if any, in CPI during the most recently ended twelve-month period for which such CPI is available.

Environmental Laws shall mean and include all Federal, State of Florida and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*, the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, as amended by Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 *et seq.*; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 *et seq.*; all State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the Federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.

Facility means the maintenance, repair and overhaul facility currently occupied by HAECO on the property of Lake City and leased to HAECO pursuant to this lease.

Federal Aviation Administration (sometimes abbreviated as FAA) means the federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any duly authorized successor agency thereto.

Governmental Authority means any Federal, State, county, municipal or other governmental entity (including Lake City in its governmental capacity), or any subdivision thereof, with authority over the Airport or aeronautical operations at or with respect to the Airport.

HAECO Parties shall mean HAECO, its parent companies, subsidiaries, affiliates, officers, directors, employees and invitees.

Hazardous Materials shall mean and include any materials, substances, chemicals, or elements in any physical state (liquid, solid, gaseous/vapor) that are prohibited, limited, or regulated by Environmental Laws, or any other substances, chemicals, materials, or elements that are defined as "hazardous" or "toxic," under Environmental Laws, or that are known or considered to be harmful, hazardous, or injurious to the human health or safety or the environment.

Prior Leases shall mean any and all lease agreements between HAECO (or any predecessor thereto) and Lake City regarding any property or improvements at the Airport, including but not limited to those certain leases dated April 1, 1982, and December 30, 1992, and all amendments and supplements thereto.

Term Commencement Date shall mean January 1, 2023.

1.2 **Incorporation of Exhibits.**

The following Exhibits are hereby made a part of this Lease:

EXHIBIT A	LEGAL DESCRIPTION
EXHIBIT B	FACILITY MAINTENANCE PLAN

ARTICLE 2 **PREMISES**

2.1 Lease Premises. Subject to the terms and conditions more fully set forth herein, Lake City hereby leases to HAECO and HAECO hereby leases from Lake City the “Leased Premises”, which shall consist of the Property described in **EXHIBIT A** including the hangars, buildings and other improvements thereon.

2.2 Title. Title to the Leased Premises is held by Lake City and shall remain with Lake City at all times during the Term of this Lease.

ARTICLE 3 **TERM**

3.1 Term. As used in this Lease, the word "Term" includes the Initial Term, and each Extended Term, if HAECO exercises any or all of its options to extend the Term pursuant to this Article.

3.2 Initial Term. The "Initial Term" shall begin on the Term Commencement Date and shall terminate at midnight on the last day of the month that is twenty (20) years from the Term Commencement Date, unless terminated sooner in accordance with this Lease. "Lease Year" when used in this Lease means the twelve (12) month period beginning upon the Term Commencement Date and each consecutive twelve (12) month period thereafter beginning on the first day of the month immediately following the Term Commencement Date, unless the Term Commencement Date was the first day of the month, until the expiration or termination of this Lease.

3.3 Option to Extend. Provided the Lease is then in effect and an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this Article, HAECO shall have the right to extend this Lease for an additional five (5) years (hereinafter referred to as "Extended Term(s)") two (2) consecutive times (each an "Extension Option"). HAECO's right to exercise the aforementioned Extension Options shall be subject to the following conditions:

- (a) In order to exercise an Extension Option, HAECO must give Lake City written notice of its intent to exercise such Extension Option, not more than three hundred and sixty-five (365) nor less than one hundred eighty (180) calendar days prior to the end of the Initial Term or Extended Term, whichever is applicable;
- (b) Upon exercise of the Extension Option for any Extended Term, and subject to HAECO's acceptance of the rates determined pursuant to Section 6.5, the word "Term," as defined in this Lease, shall also mean the period defined by the applicable Extended Term;
- (c) During any Extended Term, if applicable, all provisions of this Lease shall remain in full force and effect; and
- (d) Rent during any Extended Term shall be calculated in accordance with Article 5.4 herein.

3.4 Return of the Premises. Prior to the Lease Termination, regardless as to the circumstances upon which Lease Termination occurs, HAECO shall at its own expense: (i) except in case of a Lease Termination pursuant to Article 8.4, Article 15.3 or Article 33, return the Leased Premises to Lake City in the same condition they were in on the Date of Beneficial Occupancy, excepting only normal wear and tear, Force Majeure, and repairs required to be made by Lake City hereunder; (ii) remove all of its personal property and possessions from the Leased Premises. Any items of HAECO's personally remaining in or on the Leased Premises after the expiration or termination of this Lease shall be deemed abandoned by HAECO and become the sole property of Lake City. Notwithstanding the foregoing, any costs incurred by Lake City in storing and/or disposing of such abandoned property shall remain the sole obligation of HAECO, which obligation shall survive the expiration or termination of this Lease. It is understood that machinery, equipment and other property belonging to HAECO shall remain HAECO's property and shall be removed from the Leased Premises regardless of whether such property is affixed to the Leased Premises or may be regarded by law as part of the Leased Premises.

3.5 Holdover.

- (a) Notwithstanding anything in this Lease to the contrary, so long as an Event of Default, or any event that, with the giving of notice or the passing of time, would constitute an Event of Default, has not occurred at the time of the exercise of the rights provided in this paragraph, HAECO may request to holdover in the Leased Premises from month-to-month ("Permitted Holdover"), commencing as of the first calendar month immediately following the expiration of the Term (as the same may be extended) (the "Permitted Holdover Period"), by delivering to Lake City prior written notice of HAECO's request to so occupy the Leased Premises on or before the date that is six (6) months prior to the expiration of the Term. Lake City may, within thirty (30) days after receiving such notice, decline to allow a Permitted Holdover by delivering written notice thereof to HAECO. If Lake City does not respond to HAECO's request for a Permitted Holdover within such period, a Permitted Holdover shall be deemed allowed. The Permitted Holdover shall be subject to all the terms and conditions of this Lease, including without limitation payment of Rent (escalated annually as provided in

Article 6) in the amounts in effect on the final Lease Year of the Term, except that either Party may terminate the Permitted Holdover upon one hundred eighty (180) days' prior written notice.

- (b) Other than in the case of a Permitted Holdover, if HAECO fails to surrender the Leased Premises upon termination or expiration of this Lease then HAECO's continued occupancy of the Leased Premises shall be deemed a tenancy from month-to-month with respect to such retained portion at a rental rate of one hundred twenty-five percent (125%) the Rent due under this Lease for the month prior to the holdover, and otherwise subject to all the terms and conditions of this Lease. Lake City may terminate the holdover tenancy at any time by providing thirty (30) days' prior written notice to HAECO. In addition to any other liabilities to Lake City arising therefrom, HAECO shall and does hereby agree to indemnify, defend, and hold Lake City harmless from any loss or liability resulting from the HAECO's failure to surrender the Leased Premises, including but not limited to claims made by any succeeding tenant.

ARTICLE 4 **PERMITTED USES**

HAECO shall be permitted to use the Leased Premises solely for the operation by HAECO of an aircraft maintenance, repair and overhaul facility, and uses ancillary and necessary relating thereto. HAECO may provide additional aeronautical services subject to approval in writing by Lake City which approval shall not be unreasonably withheld, conditioned or delayed. Any and all services must be in accordance with the Airport Minimum Standards. No other uses of the Leased Premises are permitted unless agreed to in writing by Lake City and HAECO. Lake City and Lake City Parties assume no liability or responsibility whatsoever with respect to the use, conduct, or operation of the business to be conducted in and on the Leased Premises and shall not be liable for any loss, injury, or damage to property caused by or resulting from any variation, interruption, or failure of utility or other services due to any cause whatsoever, or from failure to make any repairs or perform any maintenance that is HAECO's responsibility pursuant to this Lease.

Subject to force majeure, HAECO shall continuously occupy the Leased Premises and operate the Facility in an ongoing manner throughout the Term of the Lease, unless otherwise agreed to in writing by Lake City; PROVIDED that Lake City and HAECO acknowledge that there may be periods of up to six (6) months when operations at the Leased Premises may cease or be suspended. In the event HAECO requires an extended suspension of operations of the Leased Premises, defined as any period in excess of six (6) consecutive months, Lake City shall have the right, in addition to the remedies provided for under Article ____, to terminate this Lease upon thirty (30) days written notice. All payments due Lake City as provided for in Article 6, shall remain due and payable during any period operations at the Leased Premises cease or are suspended and HAECO shall continue to maintain the Leased Premises, keep utilities and services in place, and maintain limited maintenance and security personnel.

ARTICLE 5 **RENTS, FEES, AND CHARGES**

5.1 "Rent" as used in this Lease shall include Base Rent, Additional Rent, as each is defined in this Article, and any other amounts of money due to Lake City from HAECO hereunder.

5.2 **Base Rent.** Effective on the Term Commencement Date and continuing for the first nine (9) Lease Years, HAECO shall pay Lake City, in equal monthly installments, in advance, on or before the first (1st) day of each month, "Base Rent" in the amount set forth in the table below per Lease Year:

<u>Lease Year</u>	<u>Annual Base Rent</u>
1	\$300,000*
2	\$350,000
3	\$400,000
4	\$450,000
5	\$500,000

Commencing with the sixth Lease Year, Base Rent shall be increased annually by a percentage rate determined by taking the average year-over-year annual percentage change in CPI for the previous ten (10) year period, measured as of June 30 of the previous Lease Year, and rounding to the nearest tenth of a percent, not to exceed three percent (3%) per Lease Year.

*The Base Rent for the first Lease Year will be subject to a credit adjustment in the amount of \$95,000 representing reimbursement to HAECO for overpayment of rent during the Prior Leases.

5.3 **Partial Month.** If the Term Commencement Date occurs on a day other than the first day of a month, HAECO will pay a prorated portion of Rent due for the first full month of the Initial Term.

5.4 **Extended Term Rent Adjustment.**

- (a) **Extended Term Adjustment.** If HAECO exercises one or more of its Extension Options as provided under Section 3.3, Base Rent for the initial year of the first Extended Term will be adjusted to the fair market ground and facility rent for the Leased Premises as determined by the following procedure:

Lake City will propose the Base Rent for the first year of the first Extended Term no later than thirty (30) days following Lake City's receipt of HAECO's written notice to exercise its initial Extension Option. Such proposal will be delivered to HAECO as a notice pursuant to Article 38 of this Lease. If Lake City fails to deliver its proposal to HAECO within such time period, the Base Rent for the first Lease Year of the first Extended Term shall be equal to the Base Rent at the end of the Initial Term. The Parties will use best efforts to agree on a new Base Rent for the first Lease Year of the first Extended Term within (30) days after HAECO's receipt of Lake City's proposal.

If the parties have failed to reach agreement on Base Rent for the first year of the Extended Term thirty (30) days following Lake City's proposal, HAECO and Lake City will within sixty (60) days following Lake City's proposal each appoint an independent appraiser, each of whom shall be a professional M.A.I. appraiser with at

least ten years' experience appraising aviation and industrial properties in the Northeast Florida market, and each appraiser will provide said appraiser's opinion of the fair market Base Rent for the first year of the first Extended Term and will report such opinion to the other appraiser within thirty (30) days of the date of such appraiser's appointment. In determining fair market Base Rent, the appraisers shall take into account all relevant factors.

If one party fails to appoint an appraiser, the opinion of the one appraiser so selected shall be the Base Rent for the first year of the first Extended Term. If both parties have appointed an appraiser, and the higher of the two appraisals is not more than 105% of the lower of the two appraisals, the two appraisals will be averaged. The Base Rent for the first year of the first Extended Term will be such average.

If the higher appraisal is more than 105% of the lower appraisal, the two appraisers shall retain a third appraiser (and if they cannot agree upon an appraiser, one will be appointed by the executive in charge of the Miami office of the American Arbitration Association ("AAA") or his/her delegate upon the application of either Lake City or HAECO, or another office of the AAA mutually agreeable to Lake City and HAECO or, if the AAA is unable to carry out such duty, a successor organization selected by Lake City and reasonably acceptable to HAECO), and such third appraiser (who shall be subject to the same requirements as to qualifications as the other two appraisers) shall select a rent that such appraiser deems reasonable (taking into account all relevant factors, including concessions then being granted by aviation and industrial landlords), as long as it is no higher and no lower than the rent as determined by the other two appraisers, respectively. In these circumstances, the rent so selected by the third appraiser shall be the Base Rent for the first year of the first Extended Term. Each party will be responsible for the fees and expenses of the appraiser retained by such party and if a third appraiser is used the parties will share the fees and expenses of said appraiser equally.

- (b) Annual Adjustment during Extended Term(s). Once Base Rent for the first Lease Year of the first Extended Term is determined in accordance with Section 5.4(a) above, Base Rent shall increase annually by a percentage rate determined by taking the average year over year annual percentage increase in CPI, for the previous ten (10) year period, and rounding up to the nearest tenth of a percent, not to exceed 3 percent (3%) per Lease Year.

5.5 Failure to Pay Rentals, Fees or Charges. Notwithstanding any assignment or subletting, HAECO and any of its guarantor or surety obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under this Lease. In the event HAECO fails to make timely payment of any Rent or other fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) Business Days after same shall become due and payable, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by Lake City. Notwithstanding the foregoing, Lake City shall not be

prevented from terminating this Lease for default in the payment of Rents, fees, charges, and payments due to Lake City pursuant to this Lease, or from enforcing any other right or remedy contained herein or provided by Applicable Law.

5.6 Service Charge for Worthless Checks. In the event HAECO delivers a worthless check or draft to Lake City in payment of any obligation arising under this Lease, HAECO shall incur a service charge of up to forty dollars (\$40.00) or five percent (5%) of the face amount of such check, whichever is greater; or, if Florida Statute § 832.07 is amended, such other fee as shall be set by said statute.

5.7 Other Fees and Charges. Nothing contained in this Lease shall preclude Lake City from establishing other reasonable and non-discriminatory fees and charges applicable to aircraft operating at the Airport, including aircraft owned or operated by HAECO, at such time as Lake City deems appropriate. HAECO expressly agrees to pay such fees and charges as if they were specifically included in this Lease. In the event HAECO engages in any activity or provides any service at the Airport for which other companies operating at the Airport pay a fee to Lake City, HAECO shall pay Lake City fees equivalent to those paid by such other companies for engaging in such activities or providing such services.

5.8 Place of Payment. HAECO shall pay all rents, fees, charges and billings required by this Lease in U.S. Dollars remitted to the following address:

Lake City Gateway Airport
3524 East US Highway 90 Lake
City, Florida 32055

All reports, correspondence, or notices should be addressed as indicated in the Article 38 hereof.

ARTICLE 6 **CONTRACT SECURITY**

Lake City acknowledges that HAECO has previously paid to Lake City a deposit in the amount of \$100,000 under the Prior Leases (the "Contract Security"). The Contract Security will be retained by Lake City and applied to this Lease. Lake City shall not be required to pay interest on the Contract Security or to maintain the Contract Security in a separate account. If any sum payable by HAECO to Lake City shall be due and unpaid, or if Lake City makes any payments on behalf of HAECO, or if Lake City suffers any loss, cost or expense as a result of HAECO's non-performance of any obligation or covenant herein, then Lake City, at its option and without limiting any other remedy, may use and apply any part of the Contract Security to compensate Lake City for the payments not made or the loss, cost or expense suffered by Lake City, provided that Lake City shall notify HAECO of Lake City's intended use thereof prior to such use. Within thirty (30) days after the later of (a) the expiration or earlier termination of this Lease, or (b) HAECO's vacating the Leased Premises, Lake City shall return the Contract Security less such portion thereof as Lake City may have used to satisfy HAECO's obligations.

ARTICLE 7
OBLIGATIONS OF HAECO

HAECO shall:

7.1 Control, within reason, the conduct of HAECO's Parties and, upon objection from Lake City concerning such conduct, shall immediately take all reasonable steps necessary to remove the cause of objection.

7.2 Remove from the Leased Premises or otherwise dispose of in a lawful manner all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Leased Premises or out of its operations. Any such debris or waste which is temporarily stored in the open shall be kept in suitable garbage and waste receptacles equipped with tight-fitting covers and designed to safely and properly contain whatever material may be placed therein. HAECO shall use extreme care when effective removal of all such waste.

7.3 Not create, commit, or maintain any nuisance, waste, or damage to the Leased Premises or other areas of the Airport and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Leased Premises.

7.4 Not create nor permit to be caused or created upon the Airport or the Leased Premises any obnoxious odor, smoke or noxious gases or vapors, other than those arising from the ordinary conduct of aircraft maintenance, repair and overhaul activities.

7.5 Not do or permit to be done anything which may interfere with effectiveness or accessibility of any utility or other system, including, the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Leased Premises.

7.6 Not overload any floor or paved area on the Leased Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

7.7 Not do or permit to be done any act or thing upon the Leased Premises:

- (a) Which will invalidate or conflict with any fire insurance policies covering the Leased Premises or any part thereof or other contiguous property; or
- (b) Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.

7.8 Not keep or store flammable liquids within any covered and enclosed portion of the Leased Premises in violation of Applicable Law or in excess of HAECO's working requirements. Any such liquids having a flash point of less than 110°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

7.9 Provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for operations in the vicinity of the FAA facilities.

ARTICLE 8
DEFAULT AND TERMINATION RIGHTS OF LAKE CITY

8.1 Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Lease:

- A. HAECO's failure to: (i) pay Rent, any portion thereof, or any other sums payable hereunder for a period of ten (10) Business Days after written notice by Lake City of the date due; or (ii) maintain the Contract Security (if applicable), required insurance, or the Maintenance Reserve Fund (if applicable) as required by this Lease;
- B. HAECO's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations for a period of thirty (30) days after written notice by Lake City, PROVIDED that HAECO will not be in default under this item B if HAECO has commenced a cure of such default within such thirty-day period and continues to pursue such cure diligently thereafter and completes such cure within a period of one hundred twenty (120) days from the date of such written notice;
- C. The bankruptcy of HAECO;
- D. HAECO making an assignment for the benefit for creditors;
- E. A receiver or trustee being appointed for HAECO or a substantial portion of HAECO's assets;
- F. HAECO's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;
- G. Subject to Article 5, HAECO's vacating or abandoning the Leased Premises;
- H. HAECO's interest under this Lease being sold under execution or other legal process;
- I. HAECO's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;
- J. Any of the goods or chattels of HAECO used in, or incident to, the operation of HAECO's business in the Leased Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;
- K. Any policies of insurance required to be maintained by HAECO Pursuant to this Lease shall expire and not be renewed or replaced by HAECO within five (5) days;

- L. Noncompliance with Florida Statute 287.133, Concerning Criminal Activity on Contracts with Public Entities, or other failure to comply with Applicable Law.

8.2 Remedies. In the event of any of the foregoing Events of Default, Lake City, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or at the subsequent times or in subsequent actions:

- A. Proceed against HAECO's Contract Security (if applicable);
- B. Terminate HAECO's right to possession under the Lease and re-enter and retake possession of the Leased Premises and relet or attempt to relet the Leased Premises on behalf of HAECO at such rent and under such terms and conditions as Lake City may deem best under the circumstances for the purpose of reducing HAECO's liability. Lake City shall not be deemed to have thereby accepted a surrender of the Leased Premises, and HAECO shall remain liable for all Rent, or other sums due, under this Lease and for all damages suffered by Lake City because of HAECO's breach of any of the covenants of the Lease.
- C. Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Leased Premises whereupon all right, title and interest of HAECO in the Leased Premises shall end.
- D. Accelerate and declare the entire remaining unpaid Rent for the Term of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same, PROVIDED that at any time during Lake City's efforts to collect such accelerated amount or after Lake City has collected such amount, HAECO shall be entitled to receive an amount equal to the amount received by Lake City, up to the amount previously owed by and actually received from HAECO, from reletting the Premises for the balance of the Term, less the cost of any repairs or improvements reasonably required to relet the Leased Premises.
- E. If any policy of insurance required under this Lease shall expire and not be renewed or replaced by HAECO within five days of such expiration, Lake City may obtain such insurance, and the cost of such insurance shall be reimbursed by HAECO to Lake City as Additional Rent within fifteen (15) days of HAECO's receipt of an invoice therefor.

8.3 Additional Provisions. No re-entry or retaking possession of the Leased Premises by Lake City shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to HAECO, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or other monies due to Lake City hereunder or of any damages accruing to Lake City by reason of the violations of any of the terms, provision and covenants herein contained. Lake City's acceptance of Rent or other monies following any non-monetary Event of Default hereunder shall not be construed as Lake City's waiver of such Event of Default. No forbearance by Lake City of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by Lake City to

enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that Lake City may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by Lake City following repossession.

8.4 Termination by HAECO. This Lease shall be subject to termination by HAECO after the happening of one or more of the following events:

- (a) The permanent closure of the Airport;
- (b) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Leased Premises or of the Airport, or any substantial part or parts thereof, in such a manner as to restrict HAECO's use and operation of the Leased Premises for a period of at least 90 days;
- (c) Issuance by a court of competent jurisdiction, without fault on the part of HAECO, of any injunction preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least 90 days; or
- (d) The default by Lake City, in any substantial respect, in the performance of any covenant or agreement herein required to be performed by Lake City and the failure of Lake City to remedy such default within a period of 30 days after Lake City's receipt from HAECO of written notice thereof; PROVIDED that Lake City will not be in default under this item (d) if Lake City has commenced a cure of such default within such thirty-day period and continues to pursue such cure diligently thereafter and completes such cure within a period of one hundred twenty (120) days from the date of such written notice.

HAECO may exercise its right of termination under this Article 8.4 by written notice to Lake City at any time after the occurrence of any such event (which, in the case of the events described in Subsections (b) through (d) hereof, shall not be deemed to have occurred until the lapse of the applicable period of time specified therein) and before Lake City has cured or removed the same, and this Lease shall terminate upon such termination. In the event of a termination of this Lease by HAECO under this Article 8.4, rentals due hereunder shall be payable only to the date of commencement of the event which is the cause of such termination.

ARTICLE 9

MAINTENANCE AND REPAIRS

9.1 Triple Net Lease. Except as otherwise expressly provided in this Lease, this Lease shall be deemed to be "triple net" without cost or expense to Lake City including, but not limited to, cost and expenses relating to taxes, insurance, and maintenance (regardless of whether buildings and improvements are then owned by HAECO or Lake City) and the operation of the Leased Premises.

9.2 HAECO's Responsibilities. HAECO shall throughout the term of this Lease assume the entire responsibility and shall relieve Lake City from all responsibility for all repair and maintenance whatsoever with respect to the Leased Premises, whether such repair or maintenance be ordinary or extraordinary, or otherwise, and without the generality hereof, shall:

- A. Keep at all times in a clean and orderly condition and appearance the Leased Premises and all HAECO's fixtures, equipment and personal property which are located in any part of the Leased Premises.
- B. Paint the exterior and interior of the Leased Premises, and repair and maintain all doors.
- C. Repair and maintain all building systems, including but not limited to HVAC, electrical, fire suppression system, plumbing, compressed air, landscaping, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof and exterior walls.
- D. Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any Applicable Law and/or insurance requirement.
- E. Keep all areas of the Leased Premises, including the apron areas, in a state of good repair, to include repair of any damage to the pavement or other surface of the Leased Premises or the Project caused by weathering and/or aging, HAECO's operations, or by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- F. Be responsible for the maintenance and repair of all utility service lines from the point of entry to the Leased Premises except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Leased Premises and used by HAECO or any subtenants.

9.3 Maintenance Plan. HAECO shall submit a Facility Maintenance Plan ("FMP") for the Leased Premises that: (i) is consistent with industry best practices; and (ii) will provide for ongoing preventative maintenance and scheduled inspections. The FMP is attached to this Lease as **Exhibit B**. The FMP shall outline recommended services and maintenance schedules for all major components and systems contained within the Leased Premises; to include but not limited to, heating, ventilation and air conditioning systems ("HVAC"), plumbing and electrical systems, fire suppression and alarm systems, roof and wall systems, interior and exterior finishes, painting, paving, landscaping and stormwater control systems. HAECO will have access to any and all warranties for the Leased Premises as provided in Section 2.3 of this Lease. In the event Lake City disagrees with HAECO's FMP and the parties are unable to resolve such disagreement within one hundred eighty (180) days after the Term Commencement Date, the parties agree to engage a mutually acceptable and qualified third-party expert to mediate the dispute. The cost of mediation will be shared equally between the parties.

- 9.4 Semi-Annual Scheduled Inspections.** Lake City shall have the right to inspect the Premises semi-annually on January 30 and July 30 of each year without prior notice to HAECO. This in no way limits the City's right to entry as described in Article 26.
- 9.5 Lake City's Rights.** If HAECO fails to perform HAECO's maintenance responsibilities, Lake City shall have the right, but not the obligation, to perform such maintenance responsibilities, provided Lake City has first, in any situation not involving an emergency, by written notice to HAECO, afforded HAECO a period of thirty (30) days within which to commence corrective action to correct the failure, which may include a corrective action plan. The corrective action plan shall begin corrective action within thirty (30) days, unless in case of emergency, or in the case of written approval by Lake City of a later start date. All costs incurred by Lake City in performing HAECO's maintenance responsibility, plus a twenty-five percent (25%) administrative charge, shall be paid by HAECO within thirty (30) days of receipt of billing therefor.
- 9.6 No Improvements.** HAECO shall make no alterations or improvements to the Leased Premises without the prior written consent of Lake City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, HAECO shall be entitled to make alterations to the existing hangars, buildings and other improvements provided such alterations comply with applicable laws and regulations.

ARTICLE 10 **UTILITIES**

HAECO agrees to provide for its own connections with utilities and to make separate agreements with the agencies responsible for these utilities. HAECO shall pay for all utility service supplied to the Leased Premises and, if required by the utility agencies as a condition of continued said services, HAECO shall install and pay for standard metering devices for the measurement of such services. HAECO shall be solely responsible for all utility charges, including without limitation natural gas, electricity, sewer, telecommunications and water used on the Leased Premises during the Term. HAECO further agrees that Lake City shall have the right, without cost to HAECO, to install and maintain in, on, or across the Leased Premises sewer, water, gas, electric and telephone lines, electric substations, or other installations necessary to the operation of the Airport, or to service other tenants of Lake City; provided Lake City shall carry out such work and locate above-ground structures in a manner that does not unreasonably interfere with the HAECO's use of the Leased Premises.

ARTICLE 11 **INGRESS AND EGRESS**

11.1 Use of Public Way. HAECO its contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress to the Leased Premises via appropriate public or private way, provided that Lake City may, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available and suitable for HAECO's use of the Leased Premises.

11.2 Closures. Lake City may at any time temporarily or permanently close any taxiway, roadway or other area used as ingress or egress to the Leased Premises presently or hereafter used as such, so long as an alternative means of ingress and egress is made available to HAECO and so long as such closure does

not unreasonably interfere with HAECO using the Leased Premises as HAECO intends; PROVIDED that Lake City may close any such means of access or egress without providing an alternative means of ingress or egress due to a force majeure event or for a commercially reasonable period of time necessary to repair or otherwise maintain such areas and facilities (a "Total Closure"). In the event any such Total Closure is necessary, Lake City will provide HAECO with advance, written notice reasonable under the circumstances and use diligent efforts to coordinate any such closure and maintenance activities with HAECO to minimize any adverse effects upon HAECO' operations. HAECO hereby releases and discharges Lake City, its successors and assigns, of and from any and all claims, demands or causes of action which HAECO may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any taxiway, apron, runway, street, roadway, or other areas used as such, whether within or outside the Leased Premises, provided that Lake City makes available to HAECO an alternate means of ingress and egress.

11.3 HAECO's Access. Subject to closure due to a force majeure event, HAECO will have access to the Leased Premises 24 hours a day, seven days a week, 365/366 days a year during the Term.

ARTICLE 12

TAXES, PERMITS AND LICENSES

In addition to those obligations set forth in Article 6, HAECO shall bear, at its own expense, all costs of operating its equipment and business including any and all ad valorem, sales, use or other taxes levied, assessed or charged upon or with respect to the leasehold estate, the Premises or improvements or property HAECO places thereon and any assessed against the operation of the business and any ad valorem, sales, use or similar taxes levied or assessed on any payments made by HAECO hereunder, whether assessed at the time of this Lease or thereafter imposed, and regardless of whether said items are billed to Lake City or the HAECO. HAECO reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the Leased Premises or a direct liability on the part of Lake City.

HAECO shall bear all cost of obtaining any permits, licenses, or other authorizations required by Applicable Law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to Lake City upon request.

ARTICLE 13

INSURANCE

HAECO shall provide, pay for, and maintain throughout the Term of this Lease, insurance as described herein. All insurance shall be from responsible companies authorized to do business in the State of Florida. An insurance company included in HAECO's enterprise-wide program of insurance shall be deemed to be acceptable to Lake City for this purpose, provided the company is licensed by the Florida Department of Financial Services and otherwise authorized to conduct insurance business within the State of Florida. All liability insurance policies required herein shall provide a severability of interest provision. The insurance coverages and limits required shall be evidenced by properly executed certificates of insurance. There shall be no legal prohibition preventing the issuer of any of the required policies of insurance from making payment under a policy in Columbia County, Florida.

All certificates shall provide that except in respect of any provision of cancellation or automatic termination specified in the policy or any endorsement thereof, the cover provided may only be cancelled or materially altered in a manner adverse to the Additional Insureds by insurers giving not less than thirty (30) days notice in writing to Lake City, except that with respect to war and allied perils coverage, such period of notice shall be seven (7) days or such lesser period as may be customarily available. Notice will not however be given at normal policy expiry date or in the event of non-renewal. In the event of a reduction in any aggregate limit below the requirements of this Article, HAECO shall take immediate steps to have such aggregate limit reinstated. If at any time Lake City reasonably requests a written statement from the insurance company regarding any impairment to the aggregate limit of insurance, HAECO shall promptly deliver such statement to Lake City. HAECO shall make up any impairment when known to it. HAECO authorizes Lake City to confirm all information, as to compliance with the insurance requirements herein with HAECO's insurance agents, brokers, and insurance carriers. All insurance coverages of HAECO shall be primary as regards any insurance or self-insurance program carried by Lake City with respect to all matters covered by the insurance requirements of this Article 18.

The acceptance of delivery by Lake City of any certificate of insurance evidencing HAECO's insurance coverages and limits does not constitute approval or agreement by Lake City that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein.

HAECO shall, before commencement of any work on the Leased Premises, furnish Lake City evidence that its contractor(s) is covered to the reasonable satisfaction of Lake City.

The insurance coverages and limits required of HAECO are designed to meet the minimum requirements of Lake City. They are not designed as a recommended insurance program for HAECO. HAECO alone shall be responsible for the sufficiency of its own insurance program.

HAECO and Lake City understand and agree that the limits and coverages of the insurance herein required may become inadequate based on HAECO's activities and industry practices, and HAECO agrees that it will increase such limits or provide such coverages as may be commercially reasonable at the time for facilities such as the Leased Premises at each annual policy renewal.

If any liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the Effective Date of the Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverages shall be issued as required by Applicable Law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Submissions required by this Article shall be given to:

Lake City Gateway Airport
3524 East US Highway 90 Lake
City, Florida 32055

Renewal Certificates of Insurance shall be provided to Lake City as soon as practicable upon renewal.

As provided in Article 9, Lake City may terminate or suspend this Lease at any time should HAECO fail to provide or maintain the insurance coverages required by this Article, evidenced by documentation acceptable to Lake City, provided that the HAECO shall not be required to provide originals or copies of any insurance policy to Lake City or its representatives.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all forms and endorsements must be reasonably acceptable to Lake City.

1. **Workers' Compensation and Employers' Liability.** Insurance in accordance with the statutes and regulations of the State of Florida including Employer's Liability. Limits shall not be less than:

Workers' Compensation	Florida Statutory requirements
Employer's Liability	\$500,000 limit each accident
	\$500,000 limit disease aggregate
	\$500,000 limit disease each employee

2. **Commercial General and/or Aviation Liability.** Insurance, including Premises & Operations, Personal Injury, Contractual for this Lease, Independent Contractors, and Broad Form property Damage including Completed Operations.

Limits of coverage shall not be less than:

\$1,000,000 Combined Single Limit each occurrence Bodily Injury and Property Damage Liability,

OR

\$1,000,000 each occurrence and aggregate for liability associated with all operations under this specific lease. The aggregate limits shall be separately applicable to this Lease.

3. **Automobile Liability.** Insurance shall be maintained by HAECO as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on Lake City's premises with limits of not less than:

Bodily Injury Liability	\$1,000,000 limit each person/\$1,000,000 limit each accident
Property Damage Liability	\$1,000,000 limit each accident

OR

Bodily Injury and \$1,000,000 Combined Single Limit each occurrence

Property Damage Liability

4. **Umbrella Liability or Excess Liability.** Insurance shall not be less than \$1,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than \$500,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury and Property Damage liability.
5. **Hangarkeeper's Legal Liability.** HAECO shall agree to maintain Hangarkeeper's Legal Liability providing property damage to aircraft which are the property of others and in the care, custody, or control of HAECO, but only while such aircraft are not in flight, in an amount not less than \$200,000,000 any one occurrence.
6. **Time Element Pollution Legal Liability.** HAECO shall maintain Time Element Pollution Legal Liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence which policy shall include a reasonable period of time generally consistent with the policy in place on the Effective Date for discovery and reporting of each covered occurrence, covering the costs of remediating any sudden and accidental environmental contamination for which HAECO is responsible under this Lease and for which HAECO has not commenced remediation activities as required under this Lease within thirty (30) days of such remediation obligation arising under this Lease.
7. **Additional Insured.** HAECO agrees to endorse Lake City as an Additional Insured with a CG2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability. The Additional Insured shall read "Lake City, and its successors and assigns, and its Board members, officers, employees, agents, contractors, subcontractors and invitees to the extent of the indemnity obligation set out in Section 14.1 of the Lease pursuant to which this certificate is issued, but subject to the coverage, terms, limitations, warranties, exclusions and cancellation provisions of the policies of HAECO."

ARTICLE 14 **INDEMNIFICATION**

14.1 HAECO agrees to protect, defend, reimburse, indemnify and hold Lake City, its agents, employees and officers and each of them (collectively, "Lake City Indemnitees"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, reasonable attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action ("Claims") of every kind and character, known or unknown, against any Lake City Indemnitee by reason of any damage to property or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, to the extent arising out of or incident to or in connection with HAECO's performance under this Lease, HAECO's use or occupancy of the Leased Premises, HAECO's acts, omissions or operations hereunder or the performance, nonperformance or purported performance of HAECO or any breach of the terms of this Lease, but excluding any Claims to the extent they are caused by the negligence, recklessness, or intentional wrongful conduct on the part of Lake City or any of Lake City Indemnitees; PROVIDED,

however, (1) HAECO shall assume the responsibility to defend all Claims arising under this Lease and (2) in the event that Lake City or a Lake City Indemnatee is in part responsible for any loss, liability shall be allocated between Lake City and HAECO in accordance with Florida principles of comparative fault but HAECO will in no event be required to pay any portion of a loss that is attributable to the negligence or willful misconduct of Lake City or an Lake City Indemnatee; and PROVIDED, further, for the avoidance of doubt, that Lake City is not hereby waiving any defense or limitation of its liability, and all Claims against Lake City or any Lake City Indemnatee shall be subject to the provisions of Section 768.28 of the Florida Statutes, as amended from time to time (which defense and/or limitation of liability HAECO may argue in its defense of any Claim). HAECO recognizes the broad nature of this indemnification and hold harmless clause, and acknowledges that Lake City would not execute this Lease without this indemnity. This clause shall survive the expiration or termination of this Lease. Compliance with the insurance requirements as attached hereto shall not relieve HAECO of its liability or obligation to indemnify Lake City as set forth in this Article.

14.2 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06(2)-(3) or Florida Statute §725.08, then with respect to the part so limited, HAECO agrees to the following: To the maximum extent permitted by Florida law, HAECO will indemnify, defend and hold harmless Lake City and each Lake City Party from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of HAECO or any HAECO Party and except to the extent they are caused by the negligence, recklessness, or intentional wrongful conduct on the part of Lake City or any of Lake City Indemnitees; PROVIDED, however, (1) HAECO shall assume the responsibility to defend all Claims arising under this Lease and (2) in the event that Lake City or Lake City Indemnatee is in part responsible for any loss, liability shall be allocated between Lake City and HAECO in accordance with Florida principles of comparative fault but HAECO will in no event be required to pay any portion of a loss that is attributable to the negligence or willful misconduct of Lake City or an Lake City Indemnatee; and PROVIDED, further, for the avoidance of doubt, that Lake City is not hereby waiving any defense or limitation of its liability, and all Claims against Lake City or any Lake City indemnatee shall be subject to the provisions of Section 768.28 of the Florida Statutes, as amended from time to time (which defense and/or limitation of liability HAECO may argue in its defense of any Claim).

14.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute §725.06 (1) or any other Applicable Law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) coverage amount of Commercial General Liability Insurance required under this Lease or (ii) \$1,000,000.00. Otherwise, the obligations of this Article 14 will not be limited by the amount of any insurance required to be obtained or maintained under this Lease.

ARTICLE 15 **CASUALTY**

15.1 HAECO's Obligation to Insure; Damage or Destruction. HAECO at its own cost will procure and maintain physical damage property insurance on improvements owned by Lake City on the Leased Premises in an amount equal to the replacement cost of such improvements, subject to such deductibles and self-insured retentions previously disclosed in writing to Lake City that HAECO

maintains as part of its enterprise-wide risk management program. If, during the Term of this Lease, the Leased Premises or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty, HAECO shall be obligated to use the Net Proceeds to repair the Leased Premises in accordance with Article 15.2. As used herein, "Net Proceeds" means, when used with respect to any insurance payment or award to Lake City and/or HAECO, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

15.2 Repair and Replacement. Except as set forth in Section 15.3 hereof, all Net Proceeds owed to either Lake City or HAECO as a result of an event described in Section 15.1 shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Leased Premises by HAECO to the same standards as required under this Lease. Any repair, restoration, modification, improvement, or replacement of the Leased Premises paid for in whole or in part out of Net Proceeds of Lake City's or HAECO's insurance shall be the property of Lake City, subject to this Lease, and shall be included as part of the Leased Premises under this Lease. During the period of time that HAECO cannot occupy any or all the Leased Premises by reason of any of the events described in Section 15.1, if any, Rent shall be abated in whole or in part in proportion to the total amount of the Leased Premises that cannot be occupied by HAECO for its intended use.

15.3 Insufficiency of Net Proceeds for Property. If there occurs an event described in Section 15.1 hereof, and the Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Leased Premises required under this Article, the Parties shall meet as soon as possible and confer in good faith regarding a restoration plan. If the Parties are unable to reach an agreement on a restoration plan within thirty (30) days, this Lease shall terminate and be of no further force and effect and Lake City shall retain the Net Proceeds.

15.4 Cooperation. The Parties shall cooperate fully with the other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 15.1 hereof. In no event shall either party voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or performance or payment bond claim relating to the Leased Premises or any portion thereof without the written consent of the other party.

15.5 Limitation on Lake City Liability. In no event shall Lake City be liable to HAECO for any: (i) damage to the Leased Premises, except to the extent caused by the negligence, gross negligence or willful misconduct of Lake City, its agents, contractors or employees; or (ii) loss, damage or injury to any property therein or thereon except to the extent caused by the negligence, gross negligence or willful misconduct of Lake City, its agents, contractors or employees.

ARTICLE 16 **FORCE MAJEURE**

Except for HAECO's obligation to pay Rent and other fees and charges due hereunder, it shall not be considered an Event of Default and all deadlines (including the Delivery Deadline) shall be extended on a day-for-day basis, if Lake City or HAECO is prevented from performing any of the other obligations imposed under this Lease by reason of strikes, boycotts, labor disputes, embargoes,

shortage of energy or materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, pandemics, or any other circumstances for which it is not responsible or which is beyond its control (each an event of “force majeure”). Lake City shall be under no obligation to furnish any service or supply any utility if and to the extent and during any period that the furnishing of any such service or the supplying of any such utility, or the use of any device or component necessary therefore, shall be prohibited or rationed by any Applicable Law.

ARTICLE 17
COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES AND RULES

17.1 HAECO shall at all times comply with all Applicable Laws, including without limitation the Airport Minimum Standards and other mandates whether existing or as promulgated from time to time by Governmental Authorities, Lake City or Airport Management, including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport; provided that any such mandates promulgated by Lake City shall not unreasonably interfere with HAECO’s use of the Leased Premises for the permitted purpose stated herein. This obligation shall include, but not be limited, to HAECO precluding the HAECO Parties from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of any Governmental Lake City, including Lake City.

17.2 HAECO agrees to operate in accordance with the obligations of the Airport Sponsor to the federal government under applicable grant agreements or deeds. HAECO agrees to make available all facilities and services to the public on fair and reasonable terms and without unjust discrimination.

17.3 HAECO represents and warrants that it specifically understands and agrees that nothing contained in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) and §47107(a)(4).

17.4 The Parties agree that this Agreement is subordinate to Lake City’s obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the airport.

ARTICLE 18
ENVIRONMENTAL REGULATIONS

18.1 Environmental Representations. Notwithstanding any other provisions of this Lease, and in addition to any and all other Lease requirements, and any other covenants and warranties of HAECO, HAECO hereby expressly warrants, guarantees, and represents to Lake City, upon which Lake City expressly relies that:

- A. HAECO is knowledgeable of any and all Environmental Laws, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by HAECO of its operations pursuant to or upon the Leased Premises. HAECO agrees to keep informed of future changes in Environmental Laws.
- B. HAECO agrees to comply with all Environmental Laws applicable to its operations on

the Leased Premises and accepts full responsibility and liability for such compliance.

- C. HAECO shall, prior to commencement of any of HAECO's operations pursuant to this Lease on the Leased Premises, secure any and all permits required for HAECO's operations on the Leased Premises (with the exception of such permits as Lake City is required to obtain pursuant to Section 3.1 of the Lease), and properly make all necessary notifications as may be required from HAECO by any and all Governmental Authorities having jurisdiction over parties or the subject matter hereof.
- D. HAECO, and all HAECO Parties, have been fully and properly trained in the handling and storage of all such Hazardous Materials and other pollutants and contaminants; and such training complies with any and all Applicable Laws.
- E. HAECO agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of those required to carry out its permitted uses at the Leased Premises and that all such Hazardous Materials will be stored, used and disposed of in accordance with Applicable Law.
- F. HAECO shall provide Lake City satisfactory documentary evidence of all such requisite legal permits and notifications as required by clause C above.
- G. HAECO agrees to cooperate with any investigation, audit or inquiry by Lake City or any Governmental Authority regarding possible violation of any Environmental Law.

18.2 Generator of Hazardous Waste. If HAECO is deemed to be a generator of hazardous waste, as defined by Applicable Law, HAECO shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

18.3 Inventory List. HAECO shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Leased Premises by Lake City officials and also by Fire Department officials or regulatory personnel having jurisdiction over the Leased Premises, for implementation of proper storage, handling and disposal procedures.

18.4 Notification and Copies. Notification of all activities relating to Hazardous Materials by HAECO shall be provided on a timely basis to Lake City or such other agencies as required by Applicable Law. HAECO agrees a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to Lake City in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials. Designation of this emergency coordination may be required by Environmental Laws. HAECO agrees to provide Lake City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.

18.5 Violation. If Lake City receives a notice from any Governmental Authority asserting a violation

by HAECO of HAECO's covenants and agreements contained herein, or if Lake City otherwise has reasonable grounds upon which to believe that such a violation has occurred, Lake City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises, subject to HAECO's duly promulgated Enterprise and site specific security and safety requirements, procedures, and controls for HAECO's Airport operations as of the commencement of this Lease and any future modification of HAECO's site specific security and safety requirements, procedures, and controls to the extent that HAECO has provided advance written notice to and reasonably consulted with Lake City regarding such modifications), and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Lake City. Lake City shall perform such tests on the Leased Premises as may be necessary, in the opinion of Lake City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with HAECO's operations or use and enjoyment of the Leased Premises. HAECO shall supply such information as is reasonably requested by Lake City.

If HAECO receives a Notice of Violation or similar enforcement action or notice of noncompliance, HAECO shall provide a copy of same to Lake City within three (3) Business Days of receipt by HAECO.

ARTICLE 19

FEDERAL STORM WATER REGULATIONS

HAECO acknowledges that certain properties and uses of properties within the Airport or on Lake City owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. HAECO agrees to observe and abide by said regulations as applicable to the Leased Premises thereof.

HAECO agrees to participate in any Lake City-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, HAECO agrees to participate in Lake City's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff, subject to HAECO's security and safety requirements, procedures, and controls, to observe the management, handling, storage, and disposal practices associated with any Hazardous Materials.

HAECO shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures to the extent resulting from or connected with the HAECO or HAECO Parties' improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by Applicable Law, generated or used by HAECO or by any HAECO Parties, suppliers of service or providers of service, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon HAECO pursuant to the terms of this Lease.

ARTICLE 20

ENVIRONMENTAL INSPECTION

HAECO acknowledges receipt of the Environmental Baseline Inspection report dated July 27, 2011, by the United States Army Corps of Engineers. Lake City and HAECO also acknowledge that during

operations at the Leased Premises, environmental contamination may be identified, and the parties will reasonably share information developed as to such environmental contamination with each other.

Within the last sixty (60) days of the Term or thereafter, Lake City shall have the right to have an environmental inspection performed, subject to HAECO's security and safety requirements, procedures, and controls, to determine the status of any Hazardous Materials, including, but not limited to, asbestos, PCBs, PFAS, urea formaldehyde, and radon gas existing on the Leased Premises or whether any said substances have been generated, released, stored or deposited over, or then exist beneath or on the Leased Premises from any source; provided, however, such environmental inspection shall not unreasonably interfere with HAECO's operations or use and enjoyment of the Lease Premises.

HAECO hereby expressly agrees to indemnify and hold Lake City and each Lake City Party harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, to the extent arising from or resulting out of, or caused by, HAECO's failure to comply with any and all Environmental Laws. HAECO understands that this indemnification is in addition to and is a supplement of HAECO's indemnification set forth in other provisions of this Lease and HAECO is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration and that Lake City would not execute this Lease without this Indemnity. This provision of the Lease shall survive termination of the Lease.

Except as provided in Article 20A, with regard to any environmental contamination caused by HAECO or arising by reason of HAECO's use or occupancy of the Leased Premises, HAECO shall promptly take such action as is required by applicable Environmental Laws to clean up and remediate the Leased Premises at its own expense in accordance with Environmental Laws. The remediation must continue until the Governmental Authorities with jurisdiction determine that no further action is necessary in compliance with applicable Environmental Laws; it being understood and agreed that HAECO shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by Lake City for properties at the Airport. If Lake City is unable, after commercially reasonable efforts, to lease the Leased Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, HAECO shall be responsible for payment of lost rent or lost use to Lake City.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by Lake City and the HAECO, which approval shall not be unreasonably withheld, conditioned, or delayed, and the scope of work used by such firm shall be consistent with the then current engineering practices and methods required or recommended by the State of Florida and the United States and be acceptable to Lake City, which acceptance shall not be unreasonably withheld, conditioned, or delayed.

HAECO understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Leased Premises, to the extent caused by HAECO or occurring by reason of HAECO's use or occupancy of the Leased Premises. Said liability shall extend beyond the term of the Lease.

HAECO acknowledges that the United States Navy, pursuant to the terms of the 1999 Deed of Transfer, has a continuing right of access and obligation to monitor the environmental status of the entire Airport, including the Leased Premises.

ARTICLE 20A
PRE-EXISTING AND THIRD PARTY ENVIRONMENTAL CONDITIONS

(A) Notwithstanding anything to the contrary in this lease, including without limitation Articles 14, 18, 19 and 20, HAECO shall not be liable for and shall have no obligation or responsibility under this lease, at law, or otherwise for any Pre-Existing Environmental Condition or any Third-Party Environmental Condition. Lake City hereby releases, waives, and discharges any and all claims, rights, suits, liabilities, losses, demands, actions, or causes of action, whether arising by Statute (including without limitation cercla), regulation, contract, common law, equity, or otherwise (excluding, however, any claims rights, suits, liabilities, losses, demands, actions or causes of action arising from the negligence of HAECO or any HAECO party) that it may have, nor or in the future, against HAECO or any HAECO party, all to the extent arising from, connected with, or relating to any Pre-Existing Environmental Condition or Third-Party Environmental Condition.

(B) Lake City covenants and agrees that it shall undertake, at its sole cost and expense, any notification, investigation, monitoring, clean-up, removal or remediation of any Pre-Existing Environmental Condition or Third-Party Environmental Condition, to the extent required by any Applicable Law, or as required by any Governmental Lake City, whether such action is required now or in the future. In undertaking the foregoing, Lake City shall use commercially reasonable efforts not to unreasonably interfere with HAECO's operations or HAECO's use and enjoyment of the Leased Premises. For the avoidance of doubt, the foregoing undertaking shall apply without limitation to any Pre-Existing Environmental Condition or Third-Party Environmental Condition encountered during the construction of improvements at the Leased Premises performed by Lake City. Lake City further agrees that it shall implement, at its sole cost and expense, erosion control and storm water plans as necessary to comply with Applicable Law in conjunction with construction of improvements at the Leased Premises performed by Lake City.

(C) In the event that Lake City or any third-party undertakes any notification, investigation, monitoring, clean-up, removal or remediation of any Pre-Existing Environmental Condition or Third-Party Environmental Condition during the term of this Lease, Lake City shall (1) coordinate with HAECO to seek to minimize any disruption to HAECO's use and occupation of the Leased Premises, (2) keep HAECO informed of its progress in performing or completing any such actions, and (3) indemnify and hold HAECO harmless from any loss, damage or liability arising from such activities. HAECO shall be entitled, at its own cost and expense, to reasonably monitor Lake City's performance and completion of such actions. Such monitoring may include, without limitation: (1) the right to receive copies of all reports, work plans and analytical data generated by or on behalf of Lake City; all notices or other letters or documents received from or submitted to any Governmental Authority; and any other data, documentation and/or correspondence reasonably requested by HAECO, excepting any such documentation as may be subject to attorney-client privilege or other similar confidentiality restrictions, including without limitation requirements of Governmental Authorities and (2) prior notice of and the opportunity to attend and participate in any material meetings related to such actions.

(D) The term "Pre-Existing Environmental Condition," as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws and which were present on or before the commencement of the Prior Leases, and including any subsequent migration, movement, or transformation of such substances, materials, matter, or Hazardous Materials after the Term Commencement Date.

(E) The term "Third-Party Environmental Condition," as used in this Lease, means the presence in soil, rock, bedrock, sediment, surface water, groundwater, drinking water, or other environmental media (including soil vapors or gases) on, under, in, or around the Leased Premises of any Hazardous Materials or any substance, material, or matter regulated under Environmental Laws or any substance, material, or matter for which liability or standards of conduct may be imposed under Applicable Laws, and the presence of which HAECO demonstrates were or are caused or permitted by any person or party not affiliated with HAECO or any HAECO Party, and whether or not such substances, materials, matter, or Hazardous Materials were or are present on, before, or after the Term Commencement Date.

(F) Lake City's and HAECO's rights and obligations under this Article 20A shall survive any termination of the Lease.

ARTICLE 21

FUELING AND FUEL STORAGE TANKS

HAECO agrees that it will not have any underground or above ground storage tanks on the Leased Premises unless specifically authorized in writing by Lake City, which authorization shall not be unreasonably withheld, conditioned, or delayed as long as the design, installation and construction of such tanks complies with then-current requirements of all Governmental Authorities with jurisdiction over such tanks. If any tank is authorized by Lake City, HAECO covenants and agrees that it will comply with all Applicable Laws concerning the installation, operation, maintenance and inspection of above ground and underground storage tanks ("Tanks") including financial responsibility and corrective action requirements. It is understood that all Tanks existing at the Leased Premises as of the Term Commencement Date have been authorized by Lake City.

ARTICLE 22

FUELING OF AIRCRAFT

HAECO agrees to be responsible for the fueling needs of its customers and agrees to pay Lake City a flowage rate of Twenty Cents (\$.20) per gallon. HAECO agrees to submit fueling receipts and records annually so that Lake City may generate an invoice for payment by HAECO.

ARTICLE 23

AMERICANS WITH DISABILITIES ACT

HAECO shall comply with the requirements of the Americans with Disabilities Act (ADA) as published in Title 28, Code of Federal Regulations ("CFR"), Parts 35 and 36, and the State of Florida Accessibility Requirements Manual (ARM). Additionally, Lake City shall comply with the requirements of the ADA in its design and construction of the Leased Premises pursuant to 3 of this Lease.

ARTICLE 24
FEDERAL NONDISCRIMINATION CLAUSES

HAECO acknowledges that Lake City is required by the FAA under the terms of certain agreements between Lake City and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, to include in this Lease certain required contract provisions (the "Federal Nondiscrimination Clauses"). HAECO agrees to comply with the Federal Nondiscrimination Clauses and, where applicable, include the Federal Nondiscrimination Clauses in each of its subcontracts without limitation or alteration. HAECO further agrees to comply with any modification to or interpretation of the Federal Nondiscrimination Clauses that may from time to time be required by the FAA or other agency with jurisdiction, within thirty (30) days of receiving notice from Lake City of such required modifications.

ARTICLE 25
RIGHTS RESERVED TO LAKE CITY

Rights not specifically granted to HAECO by this Lease are expressly and independently reserved to Lake City. Lake City expressly reserves the right to prevent and restrict any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the Airport, the authorized operations of other Airport tenants or users, or otherwise constitute an Airport hazard.

ARTICLE 26
RIGHT TO ENTRY

Subject to HAECO's security and safety requirements, procedures, and controls, except in an emergency, Lake City shall have the right to enter the Leased Premises with no less than twenty-four (24) hours' notice to HAECO and will be escorted, except in the event of an emergency, and at reasonable times to inspect the Leased Premises for the purpose of determining whether HAECO is in compliance with the requirements of this Lease. If upon inspecting the Leased Premises Lake City reasonably determines that the HAECO is not in compliance with this Lease, Lake City shall provide HAECO with a written notice of noncompliance listing the maintenance, repair, or other items that are in noncompliance. If the HAECO does not initiate corrective action to cure the items in noncompliance within thirty (30) days and pursue in a diligent manner thereafter to complete actions to cure said noncompliance, Lake City may institute legal action to enforce the terms of the maintenance agreement and this Lease to bring any portion of the Leased Premises into compliance with the requirements outlined therein. The prevailing party shall be entitled to reasonable costs and attorney's fees.

ARTICLE 27
RIGHT OF FLIGHT

It shall be a condition of this Lease that Lake City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Lake City, including without limitation, the Leased Premises, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. HAECO further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on the Leased Premises to such a height so as to comply with Title 14, CFR, Part 77.

ARTICLE 28
SIGNS

28.1 Written Approval. Subject to Lake City's prior written approval, which shall not be unreasonably withheld, HAECO shall be permitted to install signage upon the Leased Premises.

28.2 Removal. Upon the expiration or termination of the Lease, HAECO shall remove, obliterate or paint out, as Lake City may direct, at its sole discretion, any and all signs and advertising on the Leased Premises and, in connection therewith, restore the portion of the Leased Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of HAECO to remove, obliterate or paint out each and every sign or advertising and to so restore the Leased Premises, Lake City may perform the necessary work and HAECO shall pay these costs to Lake City.

ARTICLE 29
NO MORTGAGE RIGHTS OF HAECO

HAECO shall not mortgage, pledge, or hypothecate its property and leasehold interest without the prior written consent of the City of Lake City. As a condition precedent to obtaining the consent of the City of Lake City, HAECO and its lender shall provide to City of Lake City written evidence that the priority rights of City of Lake City under this Lease will not be adversely affected by such action. In addition, any leasehold mortgage, leasehold deed of trust, or other security financing arrangement shall specifically acknowledge that such financing shall never be construed to pledge, mortgage, encumber, hypothecate, alienate or otherwise grant or convey all or any part of the fee simple title to the real property underlying the leasehold estate herein given, or leasehold improvements which are the property of the City of Lake City, as the same is publicly-owned property not subject to encumbrance or involuntary sale or divestiture.

ARTICLE 30
RENT A SEPARATE COVENANT

HAECO shall not for any reason withhold or reduce HAECO's required payments of Rent and other

charges provided in this Lease, it being expressly understood and agreed by the Parties that the payment of Rent and any other rents, fees, or charges provided hereunder is a covenant by HAECO that is independent of the other covenants of the Parties hereunder.

ARTICLE 31
ASSIGNMENT AND SUBLETTING

HAECO shall not sublease or assign, directly or indirectly, this Lease, either in whole or in part, without prior written consent of Lake City, which shall not be unreasonably withheld; PROVIDED, however, that it shall not be unreasonable for Lake City to require that any assignee or subtenant meet certain objective financial worth and operational standards. Any assignment or sublease without the written consent of Lake City shall be void ab initio and of no force or effect. No request for, or consent to, such assignment shall be considered unless HAECO shall have paid all rentals, fees, and charges which have accrued in favor of Lake City and HAECO shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. Lake City reserves the right to investigate the financial capacity of the proposed assignee or sublessee prior to making its decision, and HAECO shall remain liable for all obligations under this Lease after such assignment or sublease. If Lake City consent to sublease is given, any rent, fees or charges collected by HAECO from its sublessee in excess of the total rent, fees and charges due Lake City, pursuant to Article 6 herein, shall be divided equally between HAECO and Lake City and included in the HAECO's monthly payment to Lake City. HAECO shall provide Lake City a copy of the proposed sublease agreement prior to any request for consent.

If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock or membership interest of HAECO whereby the new owner is not affiliated with HAECO prior to such change, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, HAECO shall have an affirmative obligation to notify immediately Lake City of any such change.

ARTICLE 32
CORPORATE TENANCY

If HAECO is a corporation or limited liability company, the undersigned signatory of HAECO hereby warrants and certifies to Lake City that HAECO is a corporation or limited liability company in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Lake City upon request. The undersigned signatory of HAECO hereby further warrants and certifies to Lake City that he or she, as such signatory, is authorized and empowered to bind the entity to the terms of this Lease by his or her signature thereto and that the HAECO and its officers, directors, shareholders, members and affiliates are not in violation of Florida Statute 287.133 and 287.134 regarding Public Entity Crimes. Upon request, HAECO shall provide to Lake City a letter, advising Lake City of all persons or entities owning 5% or more of the voting interest of the corporation or limited liability corporation, but if HAECO is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, Lake City waives this obligation for as long as the HAECO remains subject to such requirements.

In the event HAECO becomes unauthorized to do business in Florida or it is determined that HAECO is no longer in good standing, HAECO shall have ninety (90) days within which to obtain good standing and provide proof of the same to Lake City. In the event HAECO is unable to do and provide the same, Lake City shall have the option to terminate the contract.

ARTICLE 33
EMINENT DOMAIN

In the event any Governmental Authority shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to HAECO, HAECO shall have no right of recovery whatsoever against Lake City but shall make its claim for compensation solely against such Governmental Authority. Notwithstanding the foregoing, if all or a substantial portion of the Leased Premises is taken under the power of eminent domain or like power, or if any other portion of the Airport is taken under such power and such taking substantially interferes with HAECO's operations, HAECO shall have the right to terminate this Lease on the date possession is delivered pursuant to the final order, judgment or decree entered in the eminent domain proceeding. In the event that a portion of the Leased Premises is taken and HAECO does not exercise its right to terminate this Lease (if applicable), the Rent payable under this lease shall be reduced proportionally.

ARTICLE 34
PERSONAL PROPERTY

Any personal property of HAECO or of others placed in the leased Premises shall be at the sole risk of HAECO or the owners thereof, and Lake City shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and HAECO hereby waives all rights of subrogation or recovery from Lake City for such damage, destruction or loss, except to the extent such loss or damage is caused by the negligence, recklessness, or intentional wrongful conduct on the part of Lake City or any of Lake City Indemnites.

ARTICLE 35
APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Columbia County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the court of appropriate jurisdiction in and for Columbia County, Florida.

ARTICLE 36
ATTORNEY'S FEES AND COSTS

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease the prevailing party will be entitled to reasonable costs and attorney's fees, including appellate fees.

ARTICLE 37
INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 38
NOTICES AND COMMUNICATIONS

All notices or other communications to Lake City or to HAECO pursuant hereto shall be deemed validly given, served, or delivered, upon delivery in person or by courier service, and, if mailed, upon three (3) days after deposit in the United States mail, certified and with proper postage and certified fee prepaid or one (1) day after delivery to a nationally recognized overnight delivery service, addressed as follows:

TO LAKE CITY:

City of Lake City, Florida
Attention: Mayor
City Hall
205 N. Marion Ave.
Lake City, FL 32055

With required copy to the City Attorney

Notices to HAECO:

HAECO Airframe Services, LLC
Attention: General Manager
102 Southeast Academic Avenue
Lake City, Florida 32025

With required copy to:

HAECO Americas, LLC
Attention: General Counsel
623 Radar Road
Greensboro, NC 27410

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

ARTICLE 39
RELATIONSHIP OF THE PARTIES

HAECO is and shall be deemed to be an independent contractor and operator responsible to all third-parties for its respective acts or omissions, and Lake City shall in no way be responsible for such acts or omissions. Nothing in this Lease is intended to create any third-party beneficiaries hereto.

ARTICLE 40
COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORD LAW

Pursuant to Section 119.0701, Florida Statutes, the Parties agree to the following:

1. During the term of this Agreement, HAECO shall comply with the Florida Public Records Law, to the extent such law is applicable to HAECO. If Section 119.0701, Florida Statutes is applicable, HAECO shall do the following: (1) Keep and maintain public records required by City to perform this service; (2) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if HAECO does not transfer the records to City; (4) Upon completion of the contract, HAECO will transfer, at no cost, all public records to City, or keep and maintain public records required by City to perform the service. If HAECO transfers to City all public records upon completion of the contract, HAECO shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If HAECO keeps and maintains public records upon completion of the contract, HAECO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
2. HAECO shall keep and make available to City for inspection and copying, upon written request by City, all records in HAECO's possession relating to this Agreement. Any document submitted to City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in HAECO's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
3. During the term of this Agreement, HAECO may claim that some or all of HAECO's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by HAECO in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. HAECO shall clearly identify and mark Confidential Information as "Confidential Information" and City shall use its best efforts to maintain the confidentiality of the information properly identified by HAECO as "Confidential Information."
4. City shall promptly notify HAECO in writing of any request received by City for disclosure of HAECO's Confidential Information and HAECO may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of

competent jurisdiction. HAECO shall protect, defend, indemnify, and hold City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. HAECO shall investigate, handle, respond to, and defend, using counsel chosen by City, at HAECO's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. HAECO shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. HAECO releases City from all claims and damages related to any authorized and lawful disclosure of documents by City.

5. If the HAECO refuses to perform its duties under this section within 14 calendar days of notification by City that a demand has been made to disclose HAECO's Confidential Information, then HAECO waives its claim that any information is Confidential Information, and releases City from claims or damages related to the subsequent disclosure by City.
6. A request to inspect or copy public records relating to this Agreement must be made directly to City. If City does not possess the requested records, City shall immediately notify HAECO of the request, and HAECO must provide the records to City or allow the records to be inspected or copied within a reasonable time.
7. If HAECO fails to comply with the Public Records Law, HAECO shall be deemed to have breached a material provision of this Agreement and City shall enforce this Agreement and HAECO may be subject to penalties pursuant to Chapter 119.
8. **IF HAECO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING HAECO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HAECO SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-719-5756, OR CITYCLERK@LCFLA.COM OR 205 N. MARION AVE., LAKE CITY, FLORIDA 32055.**

ARTICLE 41 **AIR TRAFFIC CONTROL TOWER (ATCT)**

HAECO agrees to be responsible for the operation of the Air Traffic Control Tower at Lake City Gateway Airport. HAECO agrees to have the sole responsibility for ensuring that tower operators are properly credentialed and certified, will pay all fees, costs and salaries associated with Tower personnel and shall act as the liaison with the FAA on all issues regarding the operation of the Tower. HAECO will determine the hours of operation for the Tower and will advise the FAA of the hours the Tower will be in operation for the purpose of disseminating said information to airmen through the airport facility directory, notices to airmen and any other data base. Lake City shall be responsible for the maintenance of the control tower and all associated equipment.

ARTICLE 42 **NO INDIVIDUAL LIABILITY**

The Parties agree that neither the directors or Board members, nor any shareholder, member, officer,

employee, representative, or agent of either Party or their affiliates shall be personally liable for the satisfaction of such Party's obligations under this Lease, and each Party shall look solely to the assets of the other for satisfaction of any claims hereunder.

ARTICLE 43
SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this contract, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this contract for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this contract.

ARTICLE 44
ENTIRE AGREEMENT

This Lease contains all the agreements and conditions made between the parties hereto with respect to the matters contained herein and supersedes any and all prior agreements with respect thereto, including but not limited to the Prior Leases. This Lease may not be modified orally or in any other manner than by an agreement in writing signed by both the parties hereto or their respective successors.

[Signature page follows.]

IN WITNESS WHEREOF, Lake City and HAECO have hereunto set their hands and seals the day and year first above written.

LAKE CITY:

HAECO:

Signature

Signature

Printed Name: _____

Printed Name: _____

WITNESS FOR LAKE CITY:

WITNESS FOR HAECO:

Signature

Signature

Printed Name: _____

Printed Name: _____

Exhibit A
Property Description

TOWNSHIP 4 SOUTH - RANGE 17 EAST

Being portions of Sections 1 and 2: Commence at the Southwest corner of the NW 1/4, Section 1, and run S 17°45'26" W, 671.01 feet to the POINT OF BEGINNING, thence run N 6°15' E, 982.28 feet, thence N 38°47' W, 1511.81 feet, thence N 51°20'30" E 200.00 feet, thence S 38°47' E, 1311.49 feet, thence N 6°15' E, 1734.88 feet, thence S 84°01' E, 525.00 feet, thence N 5°59' E, 800.00 feet, thence S 84°01' E, 512.80 feet, thence S 5°59' W, 255.90 feet, thence S 83°11'30" E, 702.70 feet, thence S 6°19' W, 1.00 feet, thence N 83°48' W, 219.41 feet, thence S 6°18' W, 1335.63 feet, thence S 38°52' E, 266.55 feet, thence S 51°08' W, 228.00 feet, thence S 35°13' E, 610.15 feet, thence S 74°11'40" W, 487.35 feet, thence N 28°34'20" W, 822.94 feet, thence N 79°54' W, 184.88 feet, thence S 6°19' W, 483.00 feet, thence S 38°41' E, 473.00 feet, thence S 51°19' W, 202.00 feet, thence N 38°41' W, 515.00 feet, thence S 71°15' W, 481.00 feet, thence S 6°15' W, 392.00 feet, thence N 84°01' W, 235.00 feet, to the POINT OF BEGINNING.

Being portions of Sections 1 and 2, Township 4 South, Range 17 East, Columbia County, Florida.

It is the intent of this instrument to include in the above description all of the property under lease by HAECO from Lake City under the Prior Leases as of the Term Commencement Date.

Exhibit B

Facility Maintenance Plan

LCQ CapEx Plan				Total 2023	Total 2024	Total 2025	Total 2026	Total 2027	
Type	Dept	GL Ac	Project Name						
Building	Facilities		A/C systems	\$ 9,030	\$ -	\$ -	\$ -	\$ -	
Building	Facilities		Hangar 1 roof replace	\$ 364,000	\$ -	\$ -	\$ -	\$ -	
Building	Facilities		Hangar 2 roof replace	\$ 476,000	\$ -	\$ -	\$ -	\$ -	
Building	Facilities		Hangar 9 roof repairs	\$ 350,000	\$ -	\$ 70,000	\$ -	\$ -	
Building	Facilities		Hangar 2 partial floor repour	\$ 448,000	\$ -	\$ -	\$ -	\$ -	
Building	Facilities		Fire Suppression for H1,H2	\$ 2,688,000	\$ -	\$ -	\$ -	\$ -	
Building	Facilities		Skylight Replacements for Hangar Roofs	\$ -	\$ -	\$ -	\$ -	\$ -	
Building	Facilities		Repave road to receiving bldg	\$ -	\$ 224,000	\$ -	\$ -	\$ -	
Building	Facilities		Fire Suppression for H3, H5	\$ -	\$ 2,688,000	\$ -	\$ -	\$ -	
Building	Facilities		Parking Lot resurface	\$ 280,000	\$ -	\$ -	\$ -	\$ -	
Building	Facilities		Fire Suppression for H4		\$ -	\$ -	\$ -	\$ 1,344,000	
Building	Facilities		Hangar 4 Floor replace		\$ -	\$ -	\$ -	\$ 1,344,000	
Building	Facilities		Hangar 4 roof replace		\$ -	\$ -	\$ -	\$ 1,680,000	
Building	Facilities		Hangar 4 drainage at entrance		\$ -	\$ -	\$ -	\$ 336,000	
Building	Facilities		Training Break Area	\$ -	\$ 10,000	\$ -	\$ -	\$ -	
Building	Facilities		Convert Fire Dept to Machine Shop	\$ -	\$ -	\$ -	\$ 250,000	\$ -	
Building	Facilities		Storage Building for Stores (currently using H4)	\$ -	\$ 250,000	\$ -	\$ -	\$ -	
	EH&S		Wastewater Treatment system - risk avoidance	\$ 300,000.00					
Building	Backshops		Composite Room Overhaul	\$ 160,000	\$ -	\$ -	\$ -		
TOTAL				\$ 4,795,918.00	\$ 3,172,000.00	\$ 70,000.00	\$ 250,000.00	\$ 4,704,000.00	\$ 12,991,918.00

Dates and values above represent estimates for planning purposes and are subject to change.

File Attachments for Item:

9. City Council Resolution No. 2023-009 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City to enter into a Grant Agreement with the State of Florida, Department of Transportation, for the award of up to \$34,380.00, from the Department of Transportation, for the second phase of the obstacle removal of trees/vegetation at the Lake City Gateway Airport.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Obstacle Removal of Trees & Vegetation - Phase 2

DEPT / OFFICE: Airport

Originator: Dee Johnson		
City Manager Paul Dyal	Department Director Dee Johnson	Date 1/19/2023
Recommended Action: Accept Public Transportation Grant Agreement (PTGA) in the amount of \$34,380 for obstacle removal of trees & vegetation - phase 2.		
Summary Explanation & Background: Tree removal is essential in order to maintain the Protection Zone at the approach end of Runway 28. Some trees have been uprooted (phase one) but remain on approx. 55 acres east of SE Timberwolf Dr. This is the second phase of the Obstacle/Tree Removal Project to prepare the land by removing stumps, downed trees, vegetation, plus the seeding/sod installation to ensure future trees do not grow back to keep the Runway Protection Zone free of obstructions.		
Alternatives: Not accept grant funds.		
Source of Funds: PTGA		
Financial Impact: No cost to the city or airport		
Exhibits Attached: PTGA 445447-2-94-23		

CITY COUNCIL RESOLUTION NO. 2023-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE AWARD OF UP TO \$34,380.00, FROM THE DEPARTMENT OF TRANSPORTATION, FOR THE SECOND PHASE OF THE OBSTACLE REMOVAL OF TREES/VEGETATION AT THE LAKE CITY GATEWAY AIRPORT.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), desires to accept a grant offer from, and enter into a Public Transportation Grant Agreement (hereinafter the “Grant Agreement”) with the State of Florida, Department of Transportation (hereinafter “FDOT”), for the second phase of the obstacle removal of trees/vegetation at the Lake City Gateway Airport (Project Number F.P 445447-2-94-23 (hereinafter the “Project”)); and

WHEREAS, the FDOT offers and agrees to pay, one hundred percent (100%) of the allowable costs incurred in accomplishing the Project, in an amount not to exceed \$34,380.00; and

WHEREAS, the City desires to enter into the Grant Agreement with FDOT, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to accept the grant funds from FDOT pursuant to the terms of the Agreement.

Section 3. The Mayor, and city administration, are authorized to execute the Agreement and related documentation for, and on behalf of, the City to facilitate the purpose set forth herein.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 07/22

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 445447-2-94-23	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000352002
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Lake City, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in the obstacle removal of trees/vegetation Ph 2 at Lake City Gateway Airport., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 ___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through September 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

9. Project Cost:

- a. The estimated total cost of the Project is \$34,380. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$34,380 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

**PUBLIC TRANSPORTATION
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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency’s resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. E-Verify.** The Agency shall:
- i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a.** It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b.** The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c.** If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Lake City

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Obstacle Removal Ph 2

B. Project Location (limits, city, county, map): Lake City Gateway Airport/Lake City, FL/Columbia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey costs, permitting, construction inspection costs, mobilization and demobilization, maintenance of traffic, demolition, mitigation, and marking, including all materials, equipment, labor, and incidentals required to complete the project. This is the second part of the obstacle/tree removal project to prepare land by removing stumps, downed trees, seeding/sod installation and any additional tree removal necessary to ensure future trees do not grow back to keep the Runway Protection Zone free of obstructions on the East side at the runway 28 end. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Obstacle Removal Ph 2

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Lake City Gateway Airport Runway 28 Approach, Runway Protection Zone Unsafe Obstruction Removal and Vegetation Management

ACRES
2.00
22.77
6.60
18.28
<u>5.11</u>
54.76



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445447-2-94-23	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$34,380.00
Total Financial Assistance							\$34,380.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$34,380.00	\$0.00	\$0.00	\$34,380.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$34,380.00	\$0.00	\$0.00	\$34,380.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: donna.whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities**, and **Exhibit “B”, Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$34,380

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

File Attachments for Item:

10. City Council Resolution No. 2023-010 - A resolution of the City Council of the City of Lake City, Florida, declaring certain personal property owned by the City to be either surplus to its needs and sold at public noticed sale or determined to be obsolete, non-serviceable, or beyond economic repair pursuant to and in accordance with the provisions and requirements of Section 2-183 of the City Code, and authorizing the City to remove such surplus property when sold or disposed of from the fixed assets of the City.

CITY COUNCIL RESOLUTION NO. 2023-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE CITY TO BE EITHER SURPLUS TO ITS NEEDS AND SOLD AT PUBLIC NOTICED SALE OR DETERMINED TO BE OBSOLETE, NON-SERVICEABLE, OR BEYOND ECONOMIC REPAIR PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS AND REQUIREMENTS OF SECTION 2-183 OF THE CITY CODE, AND AUTHORIZING THE CITY TO REMOVE SUCH SURPLUS PROPERTY WHEN SOLD OR DISPOSED OF FROM THE FIXED ASSETS OF THE CITY.

WHEREAS, the City Manager of the City of Lake City, Florida (hereinafter the "City"), has received from various departments of the City a detailed list of items of property described on "Exhibit A" attached hereto (hereinafter the "Property") which are no longer used by such departments; and

WHEREAS, the City Manager has determined that no other department of the City has any use for the Property, and requests that the City Council find such Property to be surplus to the needs of the City; and

WHEREAS, the City Council finds that the Property is surplus to the needs of the City and that the items of Property shall be disposed of in accordance with the good faith estimated value of each item and Section 2-183 of the City Code; and

WHEREAS, the City Council also finds that if any portion of Property is determined to be obsolete, non-serviceable, or beyond economic repair, the City is authorized to dispose of such items; and

WHEREAS, the City Council finds that if the Property is sold or disposed of as provided for herein and pursuant to Section 2-183 of the City Code, the Property shall be removed from the Fixed Assets of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Property described on "Exhibit A" is hereby declared surplus to the City's needs.

Section 3. Following proper notice of publication, the City is hereby authorized to either sell the Property to the highest bidder or bidders, including electronic bids, or dispose of any item determined to be obsolete, non- serviceable, or beyond economic repair.

Section 4. The City is hereby authorized to remove the Property from its Fixed Assets whether sold or disposed of.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

EXHIBIT A

FIXED ASSET SURPLUS LIST
As of January 12, 2023

FUND	DEPT	ASSET #	DESCRIPTION	ACQ DATE	COST	S/N-VIN	DISPOSITION
General	Public Works	5260	Street Sweeper TYMCO 600	6/22/2010	173,656.75	4GTM7F1B69F700274	Sell
FIRE	FIRE	4460	1996 Freightliner FL80	9/21/2007	57,412.99	1FV6JLCB3TH881860	Sell
W/S	D&C		Sewer/Water Fitting	N/A	5,174.12		Sell
W/S	D&C		Cues Camera Equipment & Grout Equip.	N/A	N/A		Sell
General	Recreation		1989 John Deere 850	N/A	N/A		Sell
General	Recreation		Athletic Field Marker Plus 5	8/30/2016	716.80		Sell

File Attachments for Item:

11. City Council Resolution No. 2023-011 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through its Police Department, to renew its Interagency Agreement with the Santa Rosa County Sheriff's Office to continue with the use of Criminal Justice Information for vendor personnel and security screening services.

CITY COUNCIL RESOLUTION NO. 2023-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY, BY AND THROUGH ITS POLICE DEPARTMENT, TO RENEW ITS INTERAGENCY AGREEMENT WITH THE SANTA ROSA COUNTY SHERIFF'S OFFICE TO CONTINUE THE USE OF CRIMINAL JUSTICE INFORMATION FOR VENDOR PERSONNEL AND SECURITY SCREENING SERVICES.

WHEREAS, the Santa Rosa County Sheriff's Office (hereinafter "SRCSO"), and the City of Lake City (hereinafter the "City"), by and through its Lake City Police Department (hereinafter the "LCPD"), are bona fide law enforcement agencies; and

WHEREAS, the SRCSO presently has the benefit of a SmartCOP governmental interface, operated and maintained by CTS America, which provides access to the Criminal Justice Information Services (hereinafter "CJIS"), the National Crime Information Center (hereinafter "NCIC") and The Florida Crime Information Center (hereinafter "FCIC").

WHEREAS, the City entered into an Interagency Agreement with the SRCSO, authorized by Resolution 2016-022 and subsequently renewed by Resolution 2019-083, for access to the SmartCOP interface for access to CJIS, NCIC, and FCIC Information Systems for law enforcement purposes; and

WHEREAS, the City desires to renew the Interagency Agreement for continued access to the SRCSO systems; and

WHEREAS, the City finds it is in the best interest of its citizens for the LCPD to renew the Interagency Agreement with SRCSO, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (the "Agreement"), for a term of four (4) years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is authorized to renew the Interagency Agreement with SRCSO.

Section 3. The Mayor and Chief of Police are authorized to execute the Agreement for, and on behalf of, the City and the LCPD.

PASSED AND ADOPTED by the City Council on the ____ day of February 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney



Santa Rosa County Sheriff's Office
Sheriff Robert Johnson

INTERAGENCY INFORMATION SHARING AGREEMENT FOR VENDOR PERSONNEL
Security Screening Requirements

WHEREAS, the Santa Rosa County Sheriff's office, hereafter referred to as Lead Contract Agency (LCA), and Lake City Police Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formerly recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, the LCA and the CA are headquartered within the boundaries of the State of Florida; and

WHEREAS, both the LCA and CA have entered into the Criminal Justice User Agreements (UA) with FDLE and are required to abide by the FBI CJIS (Criminal Justice Information Systems) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP; and

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the SCP and UA to grant and authorize access to CJI within the State of Florida; and

WHEREAS, both the LCA and CA recurrently contracting with SmartCop (vendor) a private vendor for services supporting the administration of criminal justice and systems containing CJI; and

WHEREAS, the LCA is willing to share vendor employee background screening information obtained from state and national fingerprint based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW THEREFORE, the parties agree as follows:

1. The LCA will fingerprint and submit the requisite identification information on vendor employees who require unescorted physical or logical access to CJI. The LCA will use its criminal justice ORI for submitting fingerprints required by CSP and UA.
2. The LCA will maintain a current and complete list of all Vendor employees who have been authorized access to CJI. Employee information shall include name, date of birth, and if previously provided, social security number or other unique identification to accurately identify the employee.
3. The LCA shall provide to the CA the list of all Vendor employees who are authorized access to CJI.

4. When any change occurs to the list of authorized Vendor employees, the LCA shall provide to the CA the corrected or revised list of authorized Vendor employees, and specifically identify any additions, deletions or modifications to the list.
5. The LCA will notify the CA in the event that a Vendor employee, whether seeking or already authorized access to CJI, is denied access by the FDLE CSO.
6. To properly assess any potentially disqualifying information as it becomes available, every year, the LCA shall perform a name based check via the FCIC message switch, to include but not limited to, hot files and state/national criminal history record information searches on all Vendor employees authorized access to CJI.
7. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by a Vendor employee authorized access to CJI, the LCA shall immediately notify the CA via formal correspondence of the employee's activity.
8. The LCA shall immediately notify the CA upon learning of the termination or suspension from employment of a Vendor employee authorized access to CJI.
9. The CA shall designate a primary and secondary point of contact within its agency to receive information and updates regarding Vendor employees authorized access to CJI.
10. The LCA shall defer to the FDLE CSO regarding any issues with respect to CJIO access eligibility as required by the CSP and the UA.
11. The LCA shall have formal written guidelines defining the processes associated with implementation of this Agreement.
12. The LCA will forward a copy of the Agreement to the FDLE CSO.
13. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.
14. This Agreement constitutes the entire agreement of the parties and may not be modified or amended except by written amendment signed by authorized representatives of both parties.
15. Both parties acknowledge that the CJI, authorized to be shared, by this Agreement is subject to restrictions on access and dissemination under federal and state law, and that failure to abide by those restrictions can result in the loss of access to CJI.

IN WITNESS WHEREOF, the below signed parties have caused the Agreement to be executed by their authorized representatives, effective on the date last signed for a term of 4 years, or until cancelled by either party in writing.

Santa Rosa County Sheriff's Office

Agency Name

Sheriff Robert Johnson, Agency Head

Date

Lake City Police Department

Agency Name

Chief Gerald Butler

Agency Head

Signature, Agency Head

Date