

CM/rrp
08/12/2025

RESOLUTION NO 2025 - 114

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN STAGING AREA AGREEMENT BETWEEN THE CITY AND CLAY ELECTRIC COOPERATIVE, INC., A FLORIDA NOT FOR PROFIT CORPORATION FOR ACREAGE AT LAKE CITY GATEWAY AIRPORT TO STAGE PERSONNEL AND EQUIPMENT DURING RESPONSES TO NATURAL DISASTERS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") owns and operates Lake City Gateway Airport (the "Airport"); and

WHEREAS, Clay Electric Cooperative, Inc., a Florida not for profit corporation ("CEC") providing electrical utilities services in north central Florida; and

WHEREAS, as part of CEC's response to natural disasters it is necessary for CEC to have access to areas to stage personnel and equipment both before and after such natural disasters; and

WHEREAS, the Airport is strategically located, with available lands suitable to staging personnel and equipment necessary for response to natural disasters; and

WHEREAS, CEC requested the City provide lands at the Airport for staging personnel and equipment necessary for response to natural disasters; and

WHEREAS, the City desires to accommodate CEC's request; and

WHEREAS, CEC and the City desire to enter into that certain contract whereby the City will provide to CEC lands at the Airport suitable for staging personnel and equipment necessary for response to natural disasters by adopting the terms of the proposed contract in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, adopting the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Agreement to provide the products and services in the Agreement whereby the City will provide to CEC lands at the Airport suitable for staging personnel and

equipment necessary for response to natural disasters is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of August, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

STAGING AREA AGREEMENT

THIS STAGING AREA AGREEMENT is made and entered into as of the ____ day of _____, 2025 (“**Agreement**”) by and between City of Lake City, Florida, a Florida municipality (the “**City**”) and Clay Electric Cooperative, Inc., a Florida Corporation with an address of P O Box 308, 225 West Walker Drive, SR100, Keystone Heights, Florida 32656 (“**Clay Electric**”).

RECITALS

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, Clay Electric will require temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of Clay Electric, its contractors, and other utilities assisting Clay Electric, and

WHEREAS, the staging areas will be secured by Clay Electric against theft, vandalism, and site abuse, and

WHEREAS, by instruments of transfer ("the Instruments of Transfer") dated August 29, 1949, and July 7, 1948, said instruments being recorded in Deed Book 59, Page 109, and Deed Book 60, Page 29, Public Records of Columbia County, Florida, the City acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport identified by FAA Location Identifier “LCQ” (the "Airport"); and

WHEREAS, the City is willing to provide a staging area for as long as reasonably necessary for Clay Electric to install electrical service as part of a storm restoration, and

WHEREAS, Clay Electric agrees that upon the completion of the company’s storm restoration, the staging area will be returned to its previous condition; now, therefore

IN CONSIDERATION OF the above recitals, the mutual covenants, agreements, and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The respective representations of the Parties and general terms set forth in the foregoing recitals are adopted as material terms hereof as if fully set forth and repeated herein.
2. Subject to the terms and provisions of this Staging Area Ahe City hereby grants to Clay Electric the use and control of the staging area described the Exhibit “A” (the “Staging Area”) to perform the functions as described in the recitals above on an “as needed” basis and that no monetary compensation or other consideration is to be provided by either party, except as otherwise set forth herein.
3. Clay Electric agrees to protect, defend, indemnify, and hold the City, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants (the “**City Entities**”) free and unharmed from and against any and all third party claims (including employees of Clay Electric, other utilities assisting Clay Electric, and its contractors), claims, liabilities, losses, costs, property damage, personal injury, bodily injury or death or damages whatsoever, including court costs and reasonable attorney’s fees resulting from or in connection with the use of the staging area by Clay Electric and its contractors, including

ingress and egress thereto. Clay Electric will also reimburse the City Entities for damages sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting Clay Electric.

4. Clay Electric will provide at its sole cost any surface improvements it deems necessary for the effective use of the area, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Clay Electric will restore at its sole cost the property to at least its original condition. If the City shall elect to supply water, gas, electricity, or any other utility service, Clay Electric agrees to purchase same from the City and to pay the reasonable charges therefore when bills are rendered at the applicable rates. Clay Electric shall use reasonable diligence in the conservation of these utilities.
5. This agreement shall be for a term of one (1) year commencing on the date set forth above and automatically renewed from year to year thereafter until one party gives the other party ninety (90) days written notice prior to the anniversary date that the agreement will not be renewed for the following year.
6. Notwithstanding any other provisions of this agreement, and in addition to any and all other requirements herein, and any other covenants and warranties of Clay Electric, Clay Electric hereby expressly warrants, guarantees, and represents to the City, upon which the City expressly relies that:
 - a. Clay Electric is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, 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 Clay Electric of its operations pursuant to or upon the Staging Area. Clay Electric agrees to keep informed of future changes in environmental laws, regulations and ordinances;
 - b. Clay Electric agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
 - c. Clay Electric shall, prior to commencement of any such operations pursuant to this agreement, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
 - d. Clay Electric, its employees, agents, contractors, and all persons working for, or on behalf of Clay Electric, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances,

regulations, rulings, orders and standards which are now or are hereinafter promulgated;

- e. Except in the case of de minimis quantities of such materials for purposes of routine storage of fuel and lubricants in the integrated tanks of operational motor vehicles and equipment reasonably necessary for the construction of electrical grid system infrastructure, Clay Electric agrees it will neither handle nor store any toxic waste materials on the Staging Area;
 - f. Clay Electric shall provide the City satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required; and
 - g. Clay Electric agrees to cooperate with any investigation, audit or inquiry by the City or any governmental agency regarding possible violation of any environmental law or regulation.
7. Clay Electric agrees it will not have any underground or above ground storage tanks on or in the Staging Area unless specifically authorized in writing by the City. If any tank is authorized by the City, Clay Electric covenants and agrees it will comply with all federal, state and local laws and regulations concerning the installation, operation, maintenance and inspection of above ground and underground storage tanks ("Tanks") including financial responsibility requirements.
8. Clay Electric hereby expressly agrees to indemnify and hold the City 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, arising from or resulting out of, or in any way caused by, Clay Electric's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. Clay Electric understands this indemnification is in addition to and is a supplement of Clay Electric's indemnification set forth in other provisions of this agreement and Clay Electric is in full understanding to the extent of this indemnification and hereby expressly acknowledges it has received full and adequate consideration and the City would not execute this agreement without this indemnity. This provision of the agreement shall survive termination of the agreement.

With regard to any contamination caused by Clay Electric or arising by reason of Clay Electric's use or occupancy of the Staging Area, Clay Electric shall promptly take such action as is necessary to clean up and remediate the Staging Area at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined no further action is necessary.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by the City, and the methodology used by such firm(s) shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and otherwise be acceptable to the City.

Clay Electric understands and agrees it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Staging Area caused by the City or occurring by reason of Clay Electric's use or occupancy of the Staging Area. Said liability shall extend beyond the term of the agreement until the Staging Area are retested and determined to be free of contamination.

9. This agreement may be subject to approval of the Federal Aviation Administration (the "FAA"). If the FAA disapproves the agreement, either party may terminate the agreement by providing written notice.

This agreement shall not be deemed a grant of any exclusive right for the use of the Airport or the granting of exclusive rights prohibited by any state, federal or local statutes or regulations.

10. It shall be a condition of this agreement that the 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 Airport, including the Staging Area, 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.
11. Clay Electric further expressly agrees for itself, its successors, assigns, contractors, and subcontractors to restrict the height of structures, facilities, vehicles, vehicular implements, objects of natural growth, and other obstructions on and in the Staging Area to such a height so as to comply with Federal Aviation Regulation, Part 77.
12. This agreement shall be subject and subordinate to all the terms, and conditions of any instruments and documents, including the Instruments of Transfer, under which the City acquired the land or improvements thereon, and of which said Staging Area is a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Clay Electric understands and agrees this agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States of America, the State of Florida, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.
13. Supplemental to the foregoing, and not as a limitation thereof, this agreement shall be subject to the terms, conditions, and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the City and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing

relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the City or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the City to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

14. This agreement and all rights of Clay Electric hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the City to secure bond financing. This agreement is subject and subordinate to the terms, covenants, and conditions of any bond resolution heretofore or hereafter adopted that authorizes the issuance of bonds by the City. The City may amend or modify any bond resolution or make any change thereto. Conflicts between this agreement and any bond resolution shall be resolved in favor of such bond resolution.
15. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Staging Area located, for public purposes, then this agreement shall hereupon terminate and the City shall be released and fully discharged from any and all liability hereunder. In the event of such termination, nothing herein shall be construed as relieving Clay Electric from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.
16. Except in the case of manufactured buildings located on or in the Staging Area by Clay Electric, which buildings are constructed to a code other than the Florida Building Code, or are otherwise titled with a vehicle title issued by the Florida Department of Highway Safety and Motor Vehicles, all permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Florida, are part of the realty, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities and all other permanent improvements which become part of the realty placed upon on in the Staging Area with or without consent of the City, shall become and be deemed to be a part of the Staging Area, shall be free and clear of all liens and shall, at the option of the City in its sole discretion, become the property of the City, upon termination or default of this agreement and shall remain as part of the Staging Area unless otherwise directed by the City. Title to all personal property, furnishings and trade fixtures, unless paid for by the City, shall be and remain with Clay Electric and may be removed from the Staging Area at any time, provided Clay Electric is not then in default hereunder, and further provided Clay Electric exercises care in the removal of same and repairs any damage to the Staging Area caused by said removal. Personal property, furnishing and trade fixtures which are paid for by the City shall be titled to the City, and shall not be removed from the Staging Area without prior written consent of the City. Upon written demand, Clay Electric shall execute and deliver to the City a proper document on conveyance evidencing such transfer or title. In the event a reputable, independent engineer is hired by the City and such engineer determines the structures have

reached the end of their useful life, Clay Electric shall remove the structures at no cost to the City.

17. Clay Electric shall generally comply with Florida's public records laws, and specifically Clay Electric shall:
- a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - b. Upon request from the City's custodian of public records, provide the 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this agreement and following completion of this agreement if Clay Electric does not transfer the records to the City.
 - d. Upon completion of this agreement, transfer, at no cost, to the City all public records in possession of Clay Electric or keep and maintain public records required by the City to perform the service. If Clay Electric transfers all public records to the City upon completion of this agreement, Clay Electric shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Clay Electric keeps and maintains public records upon completion of this agreement, Clay Electric shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Clay Electric has questions regarding the application of Chapter 119, Florida Statutes, to Clay Electric's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at:

**Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, Florida 32055.**

18. All notices, authorizations, and requests in connection with this agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express,

Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To Clay Electric: _____

To the City: City of Lake City
Attn: City Manager
205 North Marion Avenue
Lake City, FL 32055

19. This agreement may be amended by mutual written agreement of the Parties hereto.
20. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.
21. This agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
22. Except as otherwise set forth in this agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
23. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

-
24. Each Party to this agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this agreement; (2) each person executing this agreement on behalf of the Party is authorized to do so; (3) this agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
25. This agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

[REPLACE THIS WITH CONTRACTOR NAME]

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its _____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Exhibit "A"

Description of Staging Area

As an attachment to the Staging Area Agreement made and entered as of the ____ day of _____, 2025, by and between City of Lake City, Florida, a Florida municipality (the "City") and Clay Electric Cooperative, Inc., a Florida Corporation ("Clay Electric").

An area described on this date as (*type description of property below*):