

RESOLUTION NO 2025 - 127

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND AIR METHODS, LLC., A DELAWARE LIMITED LIABILITY CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City negotiated the terms of a lease agreement with Air Methods, LLC., a Delaware limited liability company (the “Lessee”) for the use of said property pursuant to Resolution 2025-080 (the “Agreement”); and

WHEREAS, the City and the Lessee now desire to amend the Lease to permit Lessee to place a fuel trailer on the Premises and clarify other provisions of the Agreement (the “Amended Agreement”); and

WHEREAS, adopting the terms of the Amended Agreement in the form of the Exhibit attached hereto 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 terms of the Amended Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amended 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 Amended Agreement; and

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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 Amended 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 All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and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 September, 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

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Air Methods
DEPT / OFFICE: Airport

Originator: Ed Bunnell		
City Manager Don Rosenthal	Department Director Ed Bunnell	Date 8/27/2025
Recommended Action: Lease property to Air Methods		
Summary Explanation & Background: The Lake City Gateway Airport and LifeNet, Inc, Rocky Mountain Holdings LLC (Air Methods) a life flight company have returned to the airport. This was passed through resolution 2025-080. This will be an amendment to their new lease to add a fuel trailer to fuel their helicopter, and Lake City Gateway Airport will provide the fuel.		
Alternatives: N/A		
Source of Funds: N/A		
Financial Impact: Aproximately 100+ thousand in fuel sales a year.		
Exhibits Attached: Exhibit A		

Exhibit A

Example of a fuel trailer.



EXHIBIT

First Amendment
to the
Airport Land Lease
by and between
City of Lake City, Florida
and
Air Methods, LLC

This First Amendment to the Airport Land Lease (this “First Amendment”) is made and entered into effective as of the last date of signature below (“Amendment Effective Date”), by and between the **City of Lake City, Florida** (“Lessor”), and **Air Methods, LLC** (“Lessee” and together with Lessor, the “Parties” and each, a “Party”).

WHEREAS, the Parties entered into that certain Airport Land Lease dated June 5, 2025 (the “Lease”); and

WHEREAS, the Parties now desire to amend the Lease to permit Lessee to place a fuel trailer on the Premises.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Section 9.01, Improvements.** The second sentence of Section 9.01 is hereby deleted in its entirety and replaced with the following:

“Subject to the remaining provisions of this Lease, upon presentation to LESSOR by LESSEE of a site plan and related technical drawings prepared by a competent engineer retained and compensated by LESSEE, which documents depict helipad improvements, lighting enhancements, site work, modular building location/installation for crew sleeping quarters, associated vehicular parking areas and sidewalks, and location/installation of a mobile fuel trailer, not to exceed 500 gallons (the “Contemplated Lessee Improvements”), which depictions are compliant with all applicable laws, ordinances, regulations, and codes of governmental entities having jurisdiction over the Premises, and which Contemplated Lessee Improvements do not otherwise interfere with the reasonable use of the Airport by LESSOR and other tenants of LESSOR at the airport, LESSOR shall approve such Contemplated Lessee Improvements, which approval shall not be unreasonably withheld.”

2. **Amendment to Section 20.01.** Section 20.01 is hereby deleted in its entirety and replaced with the following:

EXHIBIT

1. 20.01. **Environmental Representations**. Notwithstanding any other provision of this Lease, and in addition to any and all other Lease requirements, and any other covenants and warranties of LESSEE, LESSEE hereby expressly warrants, guarantees, and represents to LESSOR, upon which LESSOR expressly relies that:
 - (a) LESSEE 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 LESSEE of its operations pursuant to or upon the Premises. LESSEE agrees to keep informed of future changes in environmental laws, regulations and ordinances;
 - (b) LESSEE 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) LESSEE shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over the Parties or the subject matter hereof;
 - (d) LESSEE, its employees, agents, contractors, and all persons working for, or on behalf of LESSEE, 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 for fuel stored in a mobile fuel trailer in accordance with Section 9.01 above and in the case of de minimis quantities of materials such as those listed in the foregoing subparagraph (d),

intended for routine fuel testing and aircraft maintenance purposes, LESSEE agrees that it will neither handle nor store any toxic waste materials on the Premises;

(f) LESSEE shall provide LESSOR satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required; and

(g) LESSEE agrees to cooperate with any investigation, audit or inquiry by LESSOR or any governmental agency regarding possible violation of any environmental law or regulation.

3. **Effect of Amendment.** Except as specifically set forth herein, all other terms and provisions of the Lease shall remain unaffected by this First Amendment and continue in full force and effect. This First Amendment supersedes and replaces all prior agreements between the Parties related to the subject matter hereof.
4. **Further Amendment.** This First Amendment may not be amended, modified, or supplemented except upon execution and delivery of a written instrument executed by the Parties.
5. **Counterparts.** This First Amendment may be executed in one or more counterparts (including by .pdf or other electronic means), each of which will be deemed an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date set forth above.

LESSOR:

City of Lake City, Florida

LESSEE:

Air Methods, LLC, a Delaware limited liability company

Noah E. Walker, Mayor

By: _____, its _____