

RESOLUTION NO 2025 - 017
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN FORM OF HANGAR LEASE AGREEMENT FOR USE BY THE CITY MANAGER FOR LEASING CORPORATE HANGARS AND “T” – HANGARS AT LAKE CITY – GATEWAY AIRPORT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID FORM OF HANGAR LEASE AGREEMENT; AUTHORIZING NON-SUBSTANTIVE CHANGES TO SAID FORM OF HANGAR LEASE AGREEMENT WITH THE CONCURRENCE OF THE CITY ATTORNEY; DIRECTING THE CITY MANAGER TO UTILIZE SAID FORM OF HANGAR LEASE AGREEMENT IN ALL SUCH CASES WHERE IT IS APPLICABLE; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER’S DESIGNEE TO EXECUTE SUCH HANGAR LEASE AGREEMENT ON BEHALF OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (“City”) operates and manages Lake City – Gateway Airport (the “Airport”) for the benefit of the City; and

WHEREAS, from time to time aircraft owners (the “Aircraft Owners”) desire that the City lease to said Aircraft Owners certain corporate hangars and “T”-hangars (collectively, the “Hangars”, and singularly, a “Hangar”) owned by the City at the Airport; and

WHEREAS, leasing a Hangar to an Aircraft Owner requires a lease agreement; and

WHEREAS, the general terms and conditions of such agreements are generally uniform and not subject to substantial deviation; and

WHEREAS, expediting the creation and implementation of such lease agreements to streamline the process of marketing the Hangars to Aircraft Owners promotes efficiency in government; and

WHEREAS, to promote such efficiencies the City desires to adopt a form of lease agreement in the form of the agreement attached as an Exhibit hereto; and

WHEREAS, the City further desires the City Manager utilize such form of lease agreement in all such cases where appropriate to do so; and

WHEREAS, the City desires such lease agreement, subject to the provisions of this resolution, be used by the City Manager without further approval of the City Council; and

WHEREAS, the City desires the City Manager and/or the City Manager's designee be authorized to execute and bind the City to said lease agreement when necessary from time-to-time to lease a Hangar to an Aircraft Owner; and

WHEREAS, adopting the terms of the proposed lease agreement as an approved form of the City in the form of the Exhibit attached hereto (the "Lease Agreement") is in the public or community interest and for public welfare; now therefore

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

1. Adopting the form of the Lease Agreement as an approved form of the City is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Lease Agreement in the form of the Exhibit attached hereto should be and is approved and adopted as the form of the Hangar Lease Agreement by the City Council of the City of Lake City; and
3. In furtherance thereof, the City Manager and/or the City Manager's designee are directed and authorized, without further approval of the City Council, to utilize the Lease Agreement in all such cases where appropriate to do so; and
4. In furtherance thereof, the City Manager and/or the City Manager's designee are authorized, without further approval of the City Council, to execute the Lease Agreement when necessary from time-to-time to lease a Hangar to an Aircraft Owner; and
5. In furtherance thereof, the City Manager and/or the City Manager's designee are authorized, with the concurrence of the City Attorney, to make minor, non-substantive changes to the Lease Agreement, provided such changes do not incur additional liability to the City; 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 adoption 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 January, 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



UNIFORM AIRCRAFT HANGAR RENTAL AGREEMENT

KEY TERMS AND INFORMATION:

Tenant Name:	Hangar Type and Monthly Rental Rate (Check One): <input type="checkbox"/> Corporate @ \$734.40/month <input type="checkbox"/> T-Hangar @ \$227.70/month
Tenant Address:	Hangar Number/Designation:
Tenant Telephone & Email:	Agreement Effective Date:

THIS AGREEMENT effective as of the above-referenced Agreement Effective Date by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose mailing address is 205 North Marion Ave., Lake City, Florida 32055 (hereinafter called City) and the above-named Tenant whose address and phone number are set forth above (hereinafter called Tenant).

RECITALS

WHEREAS, City owns and operates the Lake City Gateway Airport (the "Airport") and in connection therewith provides hangars to park and store aircraft; and

WHEREAS, Tenant owns and operates an aircraft described and identified on Schedule "A" attached hereto and herein referred to as "Tenant's Aircraft"; and

WHEREAS, Tenant desires to rent from City a hangar at the Airport to park and store

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Tenant's Aircraft; and

WHEREAS, City is willing to rent a hangar to Tenant, but only in accordance with and pursuant to the terms and conditions of this rental agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein to be performed, City and Tenant agree as follows:

1. **RENTAL OF HANGAR**: City hereby leases to and Tenant hereby leases from City the above-referenced and designated hangar, herein referred to as "Tenant's Hangar.
2. **TERM OF LEASE**: This agreement shall continue in effect from month-to-month, being automatically renewed after each month, unless a thirty (30) day written notice is given by either party to the other that the agreement is terminated.
3. **RENT**: Tenant shall pay as rent for the hangar during the Lease Term the above-referenced monthly rental amount (the "Monthly Rent"), plus applicable sales taxes, plus a shared charge for electrical service, payable in advance on the first day of each month. The Monthly Rent may be changed from time to time by City upon thirty (30) days written notice to Tenant. Tenant shall pay a \$50.00 late fee on any installment of rent that is not paid by the 10th day of the month in which it is due.
4. **USE OF PREMISES**: The hangar hereby leased is to be used for the primary purpose of parking and storing an aircraft owned or leased by Tenant. City shall be informed of the specific aircraft to be parked and stored in the hangar, and no change of aircraft parked and stored in the hangar will be made without the approval of City. No maintenance of any kind will be conducted in the hangar other than specifically authorized herein or by City. Neither Tenant nor any employee or agent of Tenant shall spill, drain, or permit to be spilled or drained any gasoline, oil, or other fluids upon the floor of or ground within the hangar. Any gasoline, oil, or other fluids that

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may be drained from the aircraft while parked in the hangar, in connection with any authorized maintenance of the aircraft, shall be drained in proper and approved containers and then disposed of by Tenant, at Tenant's expense, in accordance with and pursuant to all of the laws, rules, and regulations of all federal, state, and local agencies.

5. **SUBLEASE/AGREEMENT:** The hangar hereby leased shall not be subleased by Tenant, nor shall this lease be assigned without the express approval of City. Parking of aircraft not belonging to, or leased by, Tenant shall be construed as a sublease and unless approved by City shall be grounds for termination of this lease.

6. **TENANT'S RESPONSIBILITY AND DISCLAIMER BY CITY:** Tenant shall have the sole responsibility for parking and storing Tenant's Aircraft in the hangar and shall park and store such aircraft in accordance with general accepted standards with respect to parking and storing aircraft and otherwise in accordance with all existing rules and regulations relating thereto. City hereby disclaims any and all liability for damage to Tenant's Aircraft while parked and stored in the -hangar. City shall neither be liable in any way for damage to Tenant's Aircraft while in use at the airport nor for any damage or loss caused by or related to improper or inadequate parking and storing of Tenant's Aircraft in the hangar.

7. **INDEMNITY AND INSURANCE:** Tenant agrees to indemnify and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City by reason of or on account of damages to the property of City or the property of, injury to, or death of any person arising from Tenant's use of the airport and occupancy of the hangar, including acts of Tenant's agents, contractors and subcontractors; provided that City shall give Tenant prompt and timely notice of any claim made or suit instituted which,

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in any way, affects Tenant or its insurer, and Tenant or its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against City for any cost for which Tenant is liable hereunder shall be conclusive against Tenant as to liability and amount.

Tenant shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Florida, insuring Tenant and City against all liability for accidents arising out of or in connection with Tenant's use and occupancy of the airport and its use of the hangar under the terms and conditions of this agreement, and shall furnish to City certificates evidencing such insurance, naming City as an additional insured there under, to-wit: aircraft public liability and property damage insurance, and comprehensive public liability and property damage insurance with limits of not less than \$1,000,000.00.

8. **TENANT'S COVENANTS:** Tenant covenants and agrees as follows:
- a. The accumulation of rubbish, trash, rags, cans, grease, food items, gasoline or other combustible material in or about the hangars shall not be permitted. Tenant shall keep the hangar clean at all times and it shall be subject to inspection by the airport manager at any time and if found to be a fire or accident hazard, Tenant shall be so informed and Tenant shall, within five (5) days of this notice, clean the hangar.
 - b. Hangars are for storage of aircraft only, and they are not to be used as commercial work shops, repair shops, or maintenance shops; welding, painting and major aircraft repairs therein are prohibited.
 - c. Tenant shall be permitted to perform only those repairs and/or maintenance which are specifically authorized under Federal Air Regulations Part 43,

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preventative maintenance allowed by owner/pilot that do not require the services of a licensed A&P Mechanic.

- d. Kerosene or gas fired heaters or any type open flame heaters or apparatus are prohibited. No welding or spray painting is allowed to be performed in the hangars.
- e. No partitions shall be removed or any structural changes made in the hangar without written permission from the airport manager.
- f. Electrical services may be installed at the Tenant's hangar, provided written permission is obtained from the airport manager, a permit is issued from the City and a licensed electrical contractor installs the services according to the permit obtained from the City.
- g. Aircraft engines are not to be started or run inside hangars for any reason at any time.
- h. The Tenant shall not do or permit to be done any act or thing upon the premises:
 - i. Which will invalidate or conflict with any fire insurance policies covering the premises at the airport, or
 - ii. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Agreement.
- i. To abide by and comply with the ordinances of the City and all of the federal and state laws and rules and regulations of all agencies thereof which are applicable to the airport and the operation of aircraft.

9. MISCELLANEOUS PROVISIONS:

- a. The Tenant shall not assign this lease nor any interest herein, nor underlet or sublet all or any part of the leased premises, rights or privileges without the

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written permission from the City.

- b. The City, or its representatives, shall have the right to enter upon the premises at any reasonable hour for the purpose of examining the same, making repairs to the leased property, or for any other lawful purpose.
- c. Tenant agrees to return said premises to City at the expiration of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightening, earthquake or another casualty alone excepted. It is the responsibility of Tenant to report any damage to the -Hangar to the City, and, when the fault of Tenant, he will reimburse City for the cost of necessary repairs.

10. **TERMINATION** This agreement may be terminated by either party upon thirty (30) days' written notice of non-renewal as provided for in Paragraph 2 above. In addition, City may terminate this agreement, or any extension thereof, upon the occurrence of any of the following which shall constitute a breach of this lease agreement by Tenant:

- a. Monthly Rent is not received by the City from the Tenant by the 15th day of each month;
- b. Tenant has failed to comply with any condition of this lease and has not reasonably corrected the deficiency after written notice from City. In the event of such breach by Tenant, City shall have the right to terminate this lease by giving written notice of the termination to Tenant. Upon City terminating this lease for any breach, the City shall have the right, and is hereby authorized, to impound the aircraft and to hold the same until Tenant pays to City all past due rent and any and all other expenses reasonably incurred by City in connection with impounding the aircraft. Tenant specifically grants City a lien upon the aircraft for any charges Tenant shall owe to City under the terms and provisions of this

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lease. Tenant agrees to indemnify City against any expense, liability, or payment for damage to Tenant's Aircraft caused or in any manner arising from City impounding Tenant's Aircraft for any of Tenant's violation of the provisions of this lease. In the event Tenant fails to pay to City within thirty (30) days all charges owed to City and expenses incurred arising out of City impounding the aircraft, should such occur, City is hereby authorized to foreclose its lien upon the aircraft by giving proper public notice and otherwise complying with the laws of Florida.

11. **NOTICES**: Any notice required by this agreement shall be in writing and may be hand delivered to either party or sent by mail, postage prepaid, addressed to the party to whom the notice is to be sent at said party's address as provided for in this agreement.
12. **HEADINGS**: The paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this agreement.
13. **SUCCESSORS AND ASSIGNS**: All of the covenants, stipulations, terms, conditions and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
14. **CONSTRUCTION**: This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Florida.
15. **JURISDICTION AND VENUE**: Exclusive jurisdiction and venue for resolution of any legal actions by or between the parties hereto shall be exclusively in a court of competent jurisdiction in Columbia County, Florida.
16. **COUNTERPARTS**: This agreement has been executed in two counterparts, each of which shall be an original, and all collectively but one instrument.

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IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

Signed, Sealed, and Delivered
in the Presence of:

THE CITY OF LAKE CITY, FLORIDA

Witnesses:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

Witnesses:

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

By:

Title: Airport Director

TENANT:

Tenant Name

Tenant Authorized Agent Name (if Applicable)

By:

Signature of Tenant/Tenant Agent

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SCHEDULE A
AIRCRAFT IDENTIFICATION

MANUFACTURER: _____

YEAR & MODEL: _____

AIRCRAFT COLORS: _____

N- NUMBER: _____
(FAA Registration)

REGISTERED OWNER: _____
(FAA Registration)

HANGAR NUMBER: _____

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