

**CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
AGENDA**

DATE: TUESDAY, APRIL 5, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Darfeness Hinds
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

ITEM – 2 – RETIREMENT PRESENTATION TO CHIEF DENNIS STROW: MAYOR JERRY ROBINSON.

ITEM – 3 – SWEARING IN OF NEW POLICE CHIEF MIKE ROLLS: MAYOR JERRY ROBINSON.

ITEM – 4 – MAYORS STUDENT OF THE MONTH: Brynleigh Bullock (Williston Elementary School, 4th Grade), Whit Whitehurst (Joyce Bullock Elementary School, Kindergarten).

ITEM – 5 – PROCLAMATION – WATER CONSERVATION MONTH; MAYOR ROBINSON.

ITEM – 6 – PROCLAMATION – NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK APRIL 10-16: MAYOR JERRY ROBINSON.

ITEM – 7 – PUBLIC PARTICIPATION

ITEM – 8 – CONSENT AGENDA (pp 4-6)

- Council minutes from March 22, 2022

ITEM – 9 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- COUNCIL
- STAFF

ITEM – 10 – NEW BUSINESS –

- A. RESOLUTION 2022-19: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA TO ENTER IN TO A LAND AGREEMENT WITH D&N EQUINE RECOVERY, LLC FOR A 1.002 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT AS DESCRIBED IN THE LAND LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 7-22)
- B. DISCUSSION WITH POSSIBLE ACTION: APPROVAL OF THE FAA APPLICATION FOR THE LIGHTER THAN AIR TRANSIENT TURF APRON PROJECT. STAN PRICE WITH PASSERO ASSOCIATES, LLC.(pp 23)
- C. RESOLUTION 2022-21: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF LEASE AND ACCEPTANCE OF ASSIGNMENT BETWEEN FORCE MULTIPLIER, LLC N15JT, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 9; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 24-42)

OPEN PUBLIC HEARING (1ST READING)

- D. ORDINANCE 2022-695: AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA, ADOPTING AN AMENDED FEE SCHEDULE RELATING TO THE WILLISTON MUNICIPAL AIRPORT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 43-47)

CLOSE PUBLIC HEARING

- E. DISCUSSION WITH POSSIBLE ACTION: APPOINTING ZACH BULLOCK TO THE LEVY COUNTY TOURISM DEVELOPMENT BOARD. COUNCIL PRESIDENT DEBRA JONES.

ITEM – 11 – PUBLIC PARTICIPATION

ITEM - 12 - ANNOUNCEMENTS

ITEM –13 – ADJOURNMENT

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

**NEXT SCHEDULED COUNCIL (INVESTITURE) MEETING APRIL 12, 2022, AT 6:00
P.M.**

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityOfWillistonFL>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122
- One-touch: <tel:+16467493122,645230685#>

Access Code: 645-230-685

YouTube Link: <https://www.youtube.com/channel/UCKt1468kcNjBS2AYgOaBsRQ>

Clicking this link will enable you to see and hear the Council meeting.

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name for the benefit of the City Clerk, prior to offering comments on a given matter;
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2012-07;
6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.

Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.

**CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
MINUTES**

DATE: TUESDAY, MARCH 22, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER – at 6:00 by Council President Jones

ROLL CALL

MEMBERS:

Mayor Jerry Robinson - absent
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Darfeness Hinds
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker - absent
City Clerk Latricia Wright
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Prayer and Pledge led by Public Works Supervisor Donald Barber.

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

Vice-President Robinson moved to approve agenda. Councilmember Cox seconded. Motion carried 5-0.

ITEM – 2 – PUBLIC PARTICIPATION – Jackie Appling with the Friends of the Cornelius Williams Community Park announced the Easter Egg Hunt event scheduled for Saturday at the Cornelius Williams Park from 8am until 1 pm.

ITEM – 3 – CONSENT AGENDA – Motion to approve Councilmember Hinds. Seconded by Councilmember Cox. Motion carried 5-0 by saying “Aye”.

- Council minutes from March 8, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN – will be on vacation from March 30th through April 4th.
- CRA – Nick Williams announced the dedication of the Foolish Pleasure on Wednesday March 23, 2022 at 6:00 pm.

B. DISCUSSION: SE 4TH STREET WATER LEAK. JONATHEN BISHOP PUBLIC WORKS DIRECTOR. – Gave updated on repairs of water leaks at the above location.

ITEM – 5 – NEW BUSINESS –

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

OPEN PUBLIC HEARING (2ND READING)

- A. ORDINANCE NO. 2022-694: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; CHANGING THE ZONING CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX (R-2) AND COMMERCIAL INTENSIVE (C-2) TO COMMERCIAL INTENSIVE (C-2) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – City Clerk swore in City Planner Jones. Motion to approve by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0 by saying “Aye”.

CLOSE PUBLIC HEARING

- B. RESOLUTION 2022-15: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA ENTERING A FORMAL AGREEMENT WITH AURSI, TO PROVIDE COMPETITIVE PURCHASING FOR THE CITY OF WILLISTON AND ESTABLISHING AN EFFECTIVE DATE. JONATHAN BISHOP, PUBLIC WORKS DIRECTOR. – Motion to approve Resolution 2022-15 by Councilmember Cox. Seconded by Councilmember Ross. Motion carried 5-0 by saying “Aye”.
- C. RESOLUTION 2022-17: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH WRIGHT-PIERCE TO DESIGN THE REMOVAL OF LIFT STATION 16 FROM THE CURRENT LOCATION AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER/PUBLIC WORKS DIRECTOR JONATHAN BISHOP. – Motion to approve Resolution 2022-17 by Councilmember Hinds. Seconded by Vice-President Robinson. Motion carried 5-0 by saying “Aye”.
- D. RESOLUTION 2022-18: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA ENTERING A FORMAL AGREEMENT WITH WRIGHT-PIERCE TO MANAGE THE SPRINGS LEGISLATION GRANT FOR THE CITY OF WILLISTON AND TO PROCEED WITH THE WORK FOR PHASE II FOR THE CITY OF WILLISTON WASTEWATER PLANT AND AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE WWTP PHASE 2 AGREEMENT ALONG WITH THE NOTICE TO PROCEED; AND ESTABLISHING AN EFFECTIVE DATE. DONALD BARBER/PUBLIC WORKS DIRECTOR JONATHAN BISHOP. – Walt Nicholas from Wright-Pierce delivered Power Point regarding Wastewater Plant to Council. Motion to approve Resolution 2022-18 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried 5-0 by saying “Aye”.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- E. DISCUSSION WITH POSSIBLE ACTION: FORECLOSURE, ZAMORA PROPERTY. ATTORNEY KIERSTEN BALLOU. – property ready to be surplus. Council asked to bring back to next meeting.
- F. DISCUSSION WITH POSSIBLE ACTION; OLD FOOLISH PLEASURE SIGN IN FRONT OF CITY HALL. PUBLIC WORKS DIRECTOR JONATHAN BISHOP. - Consensus from Council to remove old post and make it a flower bed.
- G. DISCUSSION WITH POSSIBLE ACTION: CREDIT CARD FOR MAYOR ELECT AND CHIEF OF POLICE ELECT. CITY CLERK LATRICIA WRIGHT. – Motion to approve Mayor Elect Charles Goodman to receive City Credit Card from Drummond bank with a credit limit of \$7,500 and incoming Police Chief Moshoji “Mike” Rolls with a credit limit of \$2,500 by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 5-0 by saying “Aye”.

ITEM – 6 – PUBLIC PARTICIPATION – Jackie Appling commented on bathrooms at Cornelius Williams Park. Terry Whitt with the Levy County Government Spotlight commented on Christmas gift cards.

ITEM - 7 – ANNOUNCEMENTS – Councilmember Ross commented on Investiture Ceremony. Public Works Director commented on the repair of the slide at John Henry Park.

ITEM – 8 – ADJOURNMENT – Motion to adjourn at 6:47 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried 5-0 by saying “Aye”.

These minutes are submitted for approval.

Debra Jones, Council President

Latricia Wright, City Clerk

Date: 4/5/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-19:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH D&N EQUINE RECOVERY, LLC FOR A 1.002 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER

PREPARED BY: BENTON STEGALL AIRPORT MANAGER

FISCAL IMPACTS: This lease will provide a tract of land for the D&N Equine Recovery facility that will serve the City and surrounding areas. The lessee understands that they will be renting the land from the city at a rate of \$6110.60 for the first year under the terms of the lease agreement.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-19	<input type="checkbox"/> MAP
<input checked="" type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO ENTER IN TO A LAND LEASE AGREEMENT WITH D&N EQUINE RECOVERY, LLC FOR A 1.002 ACRE TRACT OF LAND AT THE WILLISTON AIRPORT, AS DESCRIBED IN THE LAND LEASE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has been in discussion with D&N Equine Recovery, LLC regarding the lease of a certain tract of land at the Williston Municipal Airport.

WHEREAS, it is in the best interest of the City of Williston that the City Council of the City of Williston enter into a lease agreement with D&N Equine Recovery, LLC.

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

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

Section 2. The City Council hereby approves the lease agreement between the City of Williston and D&N Equine Recovery, LLC and authorizes the Council President and Airport Manager to execute all documents required to effectuate such.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED a meeting of the City Council this 5TH day of April, 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney

LAND LEASE AGREEMENT
VACANT LAND

LESSOR:
City of Williston, Florida
Post Office Drawer 160
Williston, Florida 32696

LESSEE:
D & N Equine Recovery LLC
P.O Box 46
Morriston, FL 32668

WHEREAS, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains an airport commonly referred to as Williston Municipal Airport; and

WHEREAS, it is in the best interest of the said City to promote and develop the said airport; and

WHEREAS, D & N Equine Recovery LLC ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of equine cremation;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the following described premises located in Williston, Levy County, Florida, (the "Premises"), to-wit:

Description:

Parcel 2 of Block 1800 at the Williston Municipal Airport

A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 11, and run thence North 00°52'40"West, along the East line of said Section, a distance of 654.49 feet; thence North 88°42'53"West, a distance of 30.44 feet to the centerline intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North 88°42'53"West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence South 00°25'38"West, along said West right-of-way line, a distance of 30.00 feet to the South right-of-way line of said S.W. 18th Avenue; thence North 88°42'53"West, along said South right-of-way line, a distance of 683.33 feet to the East right-of-way line of S.W. 19th Street; thence continue North 88°42'53"West, along said South right-of-way line, a distance of 60.00 feet to the West right-of-way line of said S.W. 19th Street and the Point-of-Beginning of the herein described parcel; thence South 00°25'38"West, along said West right-of-way line, a distance of 215.00 feet; thence North

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

88°42'53"West, a distance of 203.00 feet; thence North 00°25'38"East, a distance of 215.00 feet; thence South 88°42'53"East, a distance of 203.00 feet to the said Point-of-Beginning.

Containing 1.002 Acres, more or less.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Levy County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM**: The initial term of this Lease shall be 10 years commencing on April 1 2022, and ending at midnight, 31 March 2032. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT**: The rent for the first year of the initial term of this lease shall be \$6110.60. The rent shall be paid monthly, in advance, in the amount of \$509.22 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
4. **NOTICES**: All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, 1760 SW 18th ST, Williston FL, 32696, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

5. **WARRANTIES OF TITLE AND QUIET POSSESSION**: The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for the following purpose: Storage of aircraft. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
7. **COMPLIANCE WITH LAWS**: During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **SIGNS**: Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
9. **LESSORS RIGHT OF ENTRY**: The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION**: Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE**: Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR**: In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to

Lessee Initials: _____

Lessor Initials: _____

Vacant Land Lease

Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

13. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same is telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
14. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
15. **INSURANCE:**
- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
 - (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
 - (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
 - (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.
16. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination

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Lessor Initials: _____

Vacant Land Lease

of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION:** This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
18. **TAXES:** All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor. Any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.
19. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.
20. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Lessee Initials: _____

Lessor Initials: _____

Vacant Land Lease

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor 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 such remedy.

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE**: Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for 2 additional 5-year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.
26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions

Lessee Initials: _____

Lessor Initials: _____

Vacant Land Lease

contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.

29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
30. **AIRPORT PROTECTION**: Lessor 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 hereinafter described, 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. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
31. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
32. **HAZARDOUS MATERIALS**: The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated biphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to
37. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$500.00 as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 5th day of April 2022

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

LESSEE:
D&N EQUINE RECOVERY, LLC

BY: _____

LESSOR:
CITY OF WILLISTON

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST: _____
CITY CLERK

GUARANTY:

The undersigned, _____, does hereby absolutely and unconditionally
guarantee the obligations of _____ under this agreement, and waives all rights of
notice, demand and presentment hereunder.

GUARANTOR:

By: _____
Individually

[*name individual*]

[*individual's address*]

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

Prepared by and return to:
Attorney at Law

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of _____, 2022, by and between the City of Williston, Florida, (the "Lessor"), and D&N Equine Recovery, LLC, (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated _____, 2022, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Levy County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

- 1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit:
- 2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for one year, beginning on April 1, 2022 and ending on March 31, 2032. The Lessee has an option pursuant to the Lease to renew the Lease for two (2) additional 5-year terms.
- 3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this 5th day of April, 2022.

LESSEE:
D&N EQUINE RECOVERY, LLC

BY: _____

LESSOR:
CITY OF WILLISTON

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST:

CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Debra Jones, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

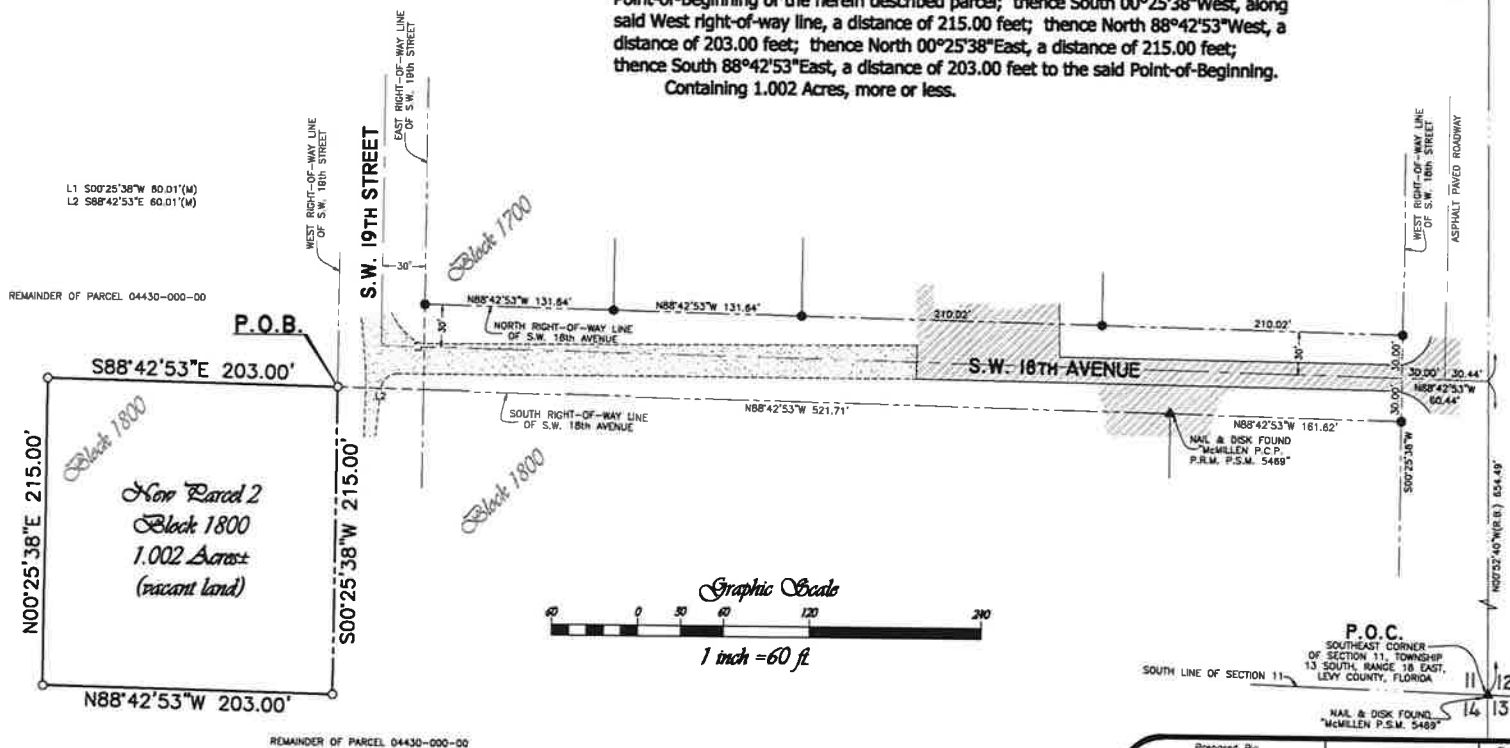
The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by _____, who is personally known to me and did not take an oath.

Notary Public

Notes:

2. Bearings hereon referred to an assumed value of N45°00'51"E for the computed line between a metal rod in a concrete casing marked "WILLPORT AZ MK 1989" and a metal rod in a concrete casing marked "WILLPORT 1989" along the north edge of the Northeast-Southeast runway, adjacent to identical with the published State Plane Coordinates for the Florida West Zone.
3. Features and improvements, (i.e. foundations, utilities, septic tanks, etc.) not visible beneath the surface of the ground, however, not been located unless specifically depicted or noted hereon. If a septic tank is shown upon the map, it was located by means of the ground surface, not by excavation. Additional wells and septic tanks may exist which are unknown to the surveyor.
4. Fences, overhead wires, and symbols shown hereon may be exaggerated for clarity and represent only the general location of the object.
5. Property lines should not be reconstructed based on distances to improvements.
6. Additions or deletions to Survey Maps by other than the signing surveyor should be provided without written consent of the signing surveyor.
7. This survey does not provide the legal description of the property.
8. This survey is certified to the date of the data collection in the field (shown hereon as survey date), ONLY.
9. No instruments of record reflecting easements, rights-of-way, and/or ownership were furnished to the surveyor except as shown. No search of the public records has been made by the surveyor for any encumbrances for subject property or adjoining property.
10. The building setbacks shown hereon were taken from the record plat or information furnished to the surveyor only. Therefore, if no building setbacks are shown hereon, this does not imply that there are none on subject property. It is the responsibility of the client to provide any building setbacks (whether shown or not) as verified of the proper building department in the zoning of the subject property.
11. Subject Property shown hereon may be a division of a parent tract based on information provided by the client. If so, this survey does not guarantee a division of the property. It is suggested that the client consult with the proper building department with the current zoning of the subject property.
12. Information from the Federal Emergency Management Agency (FEMA's) Flood Insurance Rate Map shown hereon was current as of the effective or revised date of said map. Map revisions and amendments are periodically made by letter and

A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:
Commence at the Southeast corner of said Section 11, and run thence North 00°52'40" West, along the East line of said Section, a distance of 654.49 feet; thence North 88°42'53" West, a distance of 30.44 feet to the centerline intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North 88°42'53" West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence South 00°25'38" West, along said West right-of-way line, a distance of 30.00 feet to the South right-of-way line of said S.W. 18th Avenue; thence North 88°42'53" West, along said South right-of-way line, a distance of 683.33 feet to the East right-of-way line of S.W. 19th Street; thence continue North 88°42'53" West, along said South right-of-way line, a distance of 60.00 feet to the West right-of-way line of said S.W. 19th Street and the Point-of-Beginning of the herein described parcel; thence South 00°25'38" West, along said West right-of-way line, a distance of 215.00 feet; thence North 88°42'53" West, a distance of 203.00 feet; thence North 00°25'38" East, a distance of 215.00 feet; thence South 88°42'53" East, a distance of 203.00 feet to the said Point-of-Beginning.
Containing 1.002 Acres, more or less.



LEGEND

- 4"x4" CONCR. MONUMENT FOUND (NO IDENT. UNLESS SHOWN)
- 1/2" IRON ROD FOUND
- "MEMMILLIN P.S.M. 5469"
- 1/2" IRON ROD SET MARKED
- "MEMMILLIN P.S.M. 5469"
- 1/2" IRON ROD SET MARKED
- "WITNESS P.S.M. 5469"
- △ NAIL & DISK SET "PRM PCD"
- "MEMMILLIN P.S.M. 5469"
- UTILITY POLE
- (P) PLAT
- (M) MEASURED
- (D) DESCRIPTION
- (C) CALCULATED
- IDENT. IDENTIFICATION
- (R.B.) REFERENCE BEARING
- P.O.C. POINT-OF-COMMENCEMENT
- CONF. CONFIRMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.A.E. PUBLIC UTILITY & EASEMENT
- CH. CHAIN
- B.S. BUILDING SETBACK
- GUYE LINE
- GUYE WIRE ANCHOR




MCMILLEN SURVEYING, INC.
444 N.W. Main Street
Williston, Florida, 32696
Office: 352-528-6277

For more information please
visit our website
www.mcsurveying.com
or email us at
info@mcsurveying.com

This survey meets the Standards of Practice set forth by the Florida Board of Surveyors & Mappers, pursuant to Chapter 53-17, Florida Administrative Code.

Florida Professional Surveyor and
Mapper License No. LS 5469
Florida Professional Surveyor and
Mapper Business License No. LB 804
~~NOT VALID WITHOUT THE SIGNATURE &
ORIGINAL SEAL OF A FLORIDA
LICENSED SURVEYOR & MAPPER~~

STEPHEN M. McMILLEN, P.S.M.



Professional Surveyor & Mapper

PREPARED FOR:
CITY OF WILLISTON

Drawn: S.M.M.
Chk'd: S.M.M.
Dwg. Name: 2022-19
Survey Date: 02/25/2
Field Book: 187

Date: April 5, 2022

COUNCIL AGENDA ITEM

**TOPIC: Discussion with Possible Action: Approval of the FAA Application for the
“Lighter than Air Transient Turf Apron Project”.**

REQUESTED BY: STAN PRICE

PREPARED BY: STAN PRICE

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

Date: 4.05.2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-21:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF LEASE AND ACCEPTANCE OF ASSIGNMENT BETWEEN FORCE MULTIPLIER, LLC, N15JT, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 9; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER
PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: The owner of Force Multiplier, LLC is also the manager of N15JT, LLC and would like to change the name on the lease to the latter.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-__	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2022-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT OF LEASE AND ACCEPTANCE OF ASSIGNMENT BETWEEN FORCE MULTIPLIER, LLC, N15JT, LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 9; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council hereby approves the Assignment of lease from Force Multiplier, LLC to N15JT, LLC and the appropriate City Officials are hereby authorized to execute the assignment of lease which is attached hereto as Exhibit "A".

Section 2. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 5th day of April, 2022.
CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

**Attest, By the Clerk of the
City Council of the
City of Williston Florida:**

Approved as to Form and Legality:

Latricia Wright, City Clerk

**S. Scott Walker, City Attorney or
Kiersten N. Ballou, Attorney**

Return to:
City of Williston, Florida
Attn: City Clerk
50 NW Main Street
Williston, Florida 32696

This instrument prepared by:
Folds & Walker, LLC
527 E University Ave
Gainesville, FL 32601

ASSIGNMENT OF LEASE

WHEREAS, the undersigned FORCE MULTIPLIER, LLC, a Florida Limited Liability Company ("ASSIGNOR"), in consideration of the sum of TEN DOLLARS (\$10), in hand paid by N15JT, LLC, ("ASSIGNEE"), the receipt whereof is hereby acknowledged, has granted, bargained, assigned transferred and set over unto N15JT, LLC, that certain Memorandum of Land Lease dated September 18th, 2019 and Building and Land Lease Agreement Construction and Loan dated August 16th, 2019, wherein the CITY OF WILLISTON is the LESSOR and FORCE MULTIPLIER, LLC is the LESSEE; which land lease covers the premises located in Levy County, Florida and described more specifically in the attached *Building and Land Lease Agreement Construction and Loan*, attached hereto as "Exhibit A":

ASSIGNEE hereby accepts this assignment and agrees to assume all obligations under the said lease and prior assignments and amendments.

IN WITNESS WHEREOF, the parties have executed this assignment of land lease and such is effective on the date executed by the last signing party.

ASSIGNOR: FORCE MULTIPLIED, LLC

By: _____
JAMES HILL

By: _____
WITNESS

PRINTED NAME

By: _____
WITNESS

PRINTED NAME

**STATE OF FLORIDA
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this ____ day of April, 2022, by James Hill, who is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

(Remainder of page intentionally left blank)

ACCEPTANCE OF ASSIGNMENT

N15JT, LLC., does hereby accept the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth herein and the land lease executed between Lessor and Lessee.

DATED this ____ day of April, 2022.

N15JT, LLC.

By: _____
WITNESS

PRINTED NAME

By: _____
JIM HILL, MANAGER OR
RICH BLASER, MANAGER
126 SW 165TH STREET
NEWBERRY, FL

By: _____
WITNESS

PRINTED NAME

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of March, 2022, by _____, Manager of N15JT, LLC., who is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

(Remainder of page intentionally left blank)

CONSENT OF LESSOR

CITY OF WILLISTON, pursuant to Paragraph 23 of the hereinabove referenced lease, does hereby consent to the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth therein.

DATED this 5th day of April, 2022.

CITY OF WILLISTON

By: _____
WITNESS

PRINTED NAME

By: _____
DEBRA JONES,
PRESIDENT, CITY COUNCIL

By: _____
WITNESS

PRINTED NAME

ATTEST:
By: _____
LATRICIA WRIGHT,
CITY CLERK

#202
#5-9

Instrument #657229
OR BK: 1508 PG: 113-2pg(s)
REC: 9/18/2019 12:04 PM
Danny J. Shipp, Levy County Clerk, Florida
Rec: \$18.50

Deputy Clerk MBASS1

CITY CLERK

Prepared by and return to:
City Attorney
City of Williston
PO Drawer 160
Williston, FL 32696

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this 1st day of May, 2019,
by and between the City of Williston, Florida, (the "Lessor"), and Force Multiplier, LLC, (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated May 1, 2019, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Levy County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit:

A parcel of land in Section 14, Township 13 South, Range 18 East, Levy County, Florida within the Williston Municipal Airport, being more particularly described as follows:

Hardstand 9. Commence at the Northeast corner of said Section 14, and run thence N88°09'09"W, along the North line of said Section 14 and along Taxiway "A" a distance of 1,733.42 feet to the centerline of Taxiway "E"; thence S17°42'21"W, a distance of 1,081.79 feet to the Point of Beginning of the herein described parcel; thence S01°52'38"W, a distance of 218.02 feet to the North Maintenance Line of Taxiway "B"; thence N88°07'22"W, along said North Maintenance Line a distance of 200.00 feet; thence N01°52'38"E, a distance of 218.02 feet; thence S88°07'22"E, a distance of 200.00 feet to said Point of Beginning.

Containing 1.001 Acres, more or less.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for thirty years, beginning on May 1, 2019 and ending on April 30, 2049. The Lessee has an option pursuant to the Lease to renew the Lease for two additional ten-year terms.

3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this ____ day of _____, 201__.

LESSEE:

BY:

CEO Force Multiplier LLC

LESSOR:

CITY OF WILLISTON

BY:

Nancy Winger
PRESIDENT, CITY COUNCIL

LESSEE:

BY:

[Signature]

ATTEST:

Latricia Wright
CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this 18 day of September, 20119, by Nancy Winger, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Christine Denise Moseley
Notary Public



BUILDING AND LAND LEASE AGREEMENT
CONSTRUCTION AND LOAN

LESSOR:

City of Williston, Florida
Post Office Drawer 160
Williston, Florida 32696

LESSEE:

Force Multiplier, LLC
40 SW 140th Terrace
Newberry, FL 32669

WHEREAS, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains an airport commonly referred to as Williston Municipal Airport; and

WHEREAS, it is in the best interest of the said City to promote and develop the said airport; and

WHEREAS, Force Multiplier, LLC, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of construction of a hanger and airplane storage;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the following described premises located in Williston, Levy County, Florida, (the "Premises"), to-wit:

A parcel of land in Section 14, Township 13 South, Range 18 East, Levy County, Florida within the Williston Municipal Airport, being more particularly described as follows:

Hardstand 9. Commence at the Northeast corner of said Section 14, and run thence N88°09'09"W, along the North line of said Section 14 and along Taxiway "A" a distance of 1,733.42 feet to the centerline of Taxiway "E"; thence S17°42'21"W, a distance of 1,081.79 feet to the Point of Beginning of the herein described parcel; thence S01°52'38"W, a distance of 218.02 feet to the North Maintenance Line of Taxiway "B"; thence N88°07'22"W, along said North Maintenance Line a distance of 200.00 feet; thence N01°52'38"E, a distance of 218.02 feet; thence S88°07'22"E, a distance of 200.00 feet to said Point of Beginning.

Containing 1.001 Acres, more or less.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Levy County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental

conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The initial term of this Lease shall be 30 years commencing on May 1, 2019, and ending at midnight, April 30, 2049. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.
3. **RENT:** The rent for the first year of the initial term of this lease shall be \$3,484.80. The rent shall be paid monthly, in advance, in the amount of \$ 290.40 per month, together with all applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.
4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, Force Multiplier, LLC at 40 SW 140th Terrace, Newberry, FL 32669, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: construction of a hanger, and aircraft storage. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above. *1st maintenance/repair;*
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future

amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

8. **CONSTRUCTION**: The Lessee, at its sole cost and expense, does covenant and agree with the Lessor that it shall construct upon the said premises a building for its use, said building to consist of approved construction that will comply with the Florida Building Code and with all code requirements of the City of Williston; and said construction shall be built in a good and workmanlike manner by a properly licensed Florida contractor, the construction shall be free and clear of any and all liens or encumbrances of whatsoever kind and nature. Lessee shall provide proof of applicable builder's risk insurance coverage during the construction period, and until a Certificate of Occupancy is issued.
9. **PRIOR TO CONSTRUCTION**: It is understood and agreed by and between the parties hereto that the Lessee shall be responsible for any and all site preparation, clearing, paving, utilities and removal of fences and reconstruction thereof if the same is necessary; that the Lessee shall also furnish to Lessor, for its approval prior to construction, site plans, building location, architectural prints and other information concerning and including plans for the construction.
10. **COMPLETION OF CONSTRUCTION**: The Lessee covenants and agrees that the construction of the said building shall commence within 1,080 days and be completed within 1,440 days of the date of inception of this lease. In the event the construction is not completed as contemplated herein, and the Lessor does not find that the Lessee has encountered a hardship, this lease shall become null and void and the rentals due shall be paid and the rentals paid shall be forfeited. Further, the Lessor shall not be unreasonable in its determination of Lessee's claim of a hardship.
11. **ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST**: The Lessee may at any time from time to time during the term of this lease or extensions thereof, encumber by mortgage or other security instruments by way of assignment or otherwise lessee's interest under this lease with the written consent of the City Council. Any such encumbrance shall be subordinate and inferior to this lease agreement. Any such encumbrance shall be in accordance with the following provisions:
 - (a) The promissory note and other appropriate instruments evidencing such loan shall provide that the indebtedness shall be fully amortized over a period which shall terminate no later than expiration of the primary term of the lease.
 - (b) The lender shall agree to give notice the Lessor of any default by the Lessee under any such loan and loan agreement, and such default shall be a default in this lease.
 - (c) The appropriate loan documents shall provide that after receipt of notice of default from any lender, Lessor shall have the right, but shall not be obligated to, cure any such default at any time which by the term of any such loan or pursuant to the provision of any such law, the Lessee has the power to cure such default.

- (d) The appropriate instruments of any such loan shall provide that in the event a default there under by Lessee, Lessor at its option shall be entitled to become subrogated to the position of the Lessee by curing such default.
 - (e) The amount of any such interim or permanent loan shall not exceed \$_____.
 - (f) All lenders shall give notice as to their interest to the Lessor by filing a copy of the security agreements or mortgages with the Lessor.
 - (g) It is specifically understood and agreed that nothing herein shall be construed to require or allow the Lessor to do, perform or cause to act in violation of Article VII, Section 10 of the Florida Constitution. The right to grant as security interest hereunder by the Lessee shall in no wise obligate Lessor to pay any obligation of the Lessee. Any lender to Lessee shall have the obligation to perform all agreements, condition and covenants of this lease in case of default by Lessee.
12. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
13. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
14. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
15. **RIGHT OF WAY USE:** Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
16. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.
17. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery

of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.

18. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.

19. **INSURANCE:**

- (a) Lessee agrees to obtain fire and extended coverage insurance on the building. Any insurance coverage of property owned by Lessee is solely the responsibility of Lessee.
- (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
- (c) The Lessee shall carry pollution insurance, with the Lessor listed as additional insured.
- (d) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
- (e) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.

20. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive

any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

21. **SUBORDINATION:** This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.
22. **TAXES:** All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.
23. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.
24. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In

the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor 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 such remedy.

25. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
26. **CLEANLINESS:** Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
27. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
28. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
29. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for two additional 10 year terms, with the rent adjusted according to paragraph 3,

and provided that the Lessee, at the least 60 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to refuse renewal of this lease.

30. **BANKRUPTCY:** The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
31. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
32. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
33. **NONDISCRIMINATION:** The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

37. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
38. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
39. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.

been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

34. **AIRPORT PROTECTION:** Lessor 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 hereinafter described, 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. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.
35. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
36. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

40. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations by Lessor, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to Lessor in the application process is truthful and accurate; a breach of this warranty shall constitute a default of this lease, upon which the Lessor may elect to terminate this lease with no opportunity for the Lessee to cure.
41. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ 10 as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
42. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 16th day of Aug, 2019.

LESSEE:


BY: Force Multiplier, LLC
James Hill

LESSOR:

CITY OF WILLISTON

BY:



PRESIDENT, CITY COUNCIL

LESSEE:

BY:



ATTEST:


11

Date: 4.5.2022

COUNCIL AGENDA ITEM

ORDINANCE 2022-695:

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA, ADOPTING AN AMENDED FEE SCHEDULE RELATING TO THE WILLISTON MUNICIPAL AIRPORT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU CITY ATTORNEY

FISCAL IMPACTS: The Airports Fee schedule is out dated and not in compliance with Industry standards. These changes to the fee schedule will bring the airport closer to the industry standard, streamlining the process, increasing revenue with no additional risk, and taking guess work out of the equation.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> ORDINANCE 2022-695	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

ORDINANCE NUMBER 2022-695

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA, ADOPTING AN AMENDED FEE SCHEDULE RELATING TO THE WILLISTON MUNICIPAL AIRPORT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 5, 2016, the City adopted the current fee schedule for tie down/ramp, overhang, bulk hangar, and t-hangar use at the Williston Municipal Airport; and

WHEREAS, the City has become aware that the fees adopted in 2016 are no longer in line with industry standards; and

WHEREAS, it is in the best interest of the City that the fee schedule be amended in order to align with industry standards; and

WHEREAS, the City has conducted extensive research to determine what fees should be charged to bring the Williston Municipal Airport fee schedule in line with industry standards and appropriate fees are set forth in the amended fee schedule for the Williston Municipal Airport ("Exhibit A").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA:

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

Section 2. The attached fee schedule for the Williston Municipal Airport ("Exhibit A") is hereby adopted by the City of Williston, Florida.

Section 3. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article" or other appropriate designation to accomplish such intention.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

Section 5. This ordinance shall become effective immediately upon its passage.

Section 6. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

PASSED this ____ day of _____ 2022, on the first reading by a vote of _____.

PASSED AND ADOPTED this ____ day of _____ 2022, on second reading
by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright, City Clerk

Debra Jones, Council President

Approved:

Approved as to legal form and content:

City Mayor

S. Scott Walker, City Attorney

Airport (Hanger Only) Rate Change Comparison and break down.

TAIL #	MANUFACTURER	AIRCRAFT TYPE	MODEL	DIMENSIONS (LxW)	sq. ft.	Old rate (Flat Fee)	New rate (Per Sq Ft.)
701	PARTENAVIA	PARTENAVIA	P.68 OBSERVER 2	33.1 x 45	1489.5	\$ 260.00	\$ 428.23
49YC	PIPER	NAVAJO	PA 31-350	32.8 x 40.8	1338.2	\$ 266.25	\$ 384.73
43CH	PIPER	MERIDIAN	PA 46-350P	29.6 x 43	1272.8	\$ 266.75	\$ 365.93
592MG	EPIC	EPIC	LT	35.1 x 43	1509.3	\$ 320.10	\$ 433.92
192BL	EMBRAER	PHENOM	100	42.1 x 40	1684	\$ 426.80	\$ 484.15
71L	CESSNA	CITATION	501	43.6 x 47.1	2053.6	\$ 427.20	\$ 590.41
550CF	CESSNA	CITATION	550	47.8 x 52.2	2495.1	\$ 427.20	\$ 717.34
76EC	ROCKWELL INT'L	COMMANDER	690A	44.4 x 46.8	2077.9	\$ 266.75	\$ 597.40
71PW	PILATUS	PILATUS	PC12	47.3 x 53	2506.9	\$ 426.80	\$ 720.73
320CB	CESSNA	CITATION	560	48.1 x 52.2	2511.3	\$ 450.00	\$ 722.00
15JT	CESSNA	CITATION	560	48.1 x 52.2	2511.3	\$ 399.00	\$ 722.00
736	QUEST	KODIAK	100	33.1 x 45	1489.5	\$ 320.10	\$ 428.23
787GT	GATES	LEARJET	55B	55 x 44	2420	\$ 450.00	\$ 695.75
1CN	BEECHCRAFT	BARON	95-C55	29 x 37.1	1075.9	\$ 266.75	\$ 309.32
560RT	CESSNA	CITATION	560	48.1 x 52.2	2511.3	\$ 399.00	\$ 722.00
			Totals	Per Month		\$ 5,372.70	\$ 8,322.15
				Per Year		\$ 64,472.40	\$ 99,865.77
				Difference		\$ 35,393.37	

T-Hangers

			Monthly Totals		Annual Totals	
30 Hangers	Current Price	250	7500		\$ 90,000.00	
	New Price	300	9000		\$ 108,000.00	
					Annl Difference	\$ 18,000.00

Total Revenue Increase

\$ 53,393.37

Current Airport Fee Schedule

X60 Williston	Tie Down Nightly (One Night Waved with Fuel Purchase, restaurant, etc)	Tie Down Monthly	Overhang Nightly (On night Waved with Fuel Purchase)	Overhang Monthly	Hangar Nightly (One Night Waved with Fuel Purchase)	Bulk Hangar Monthly	T- Hangar
Single	\$3.00	\$30.00	\$10.00	\$125.00	\$20.00	\$200.00	\$250.00
Multi	\$6.00	\$40.00	\$15.00	\$200.00	\$30.00	\$250.00	\$250.00
Turboprop Single/Multi	\$12.00	\$80.00	\$25.00	\$250.00	\$50.00	\$300.00	
Jet Small		\$90.00	\$30.00	\$300.00	\$60.00	\$350.00	
Jet Medium			\$35.00	\$350.00	\$70.00	\$400.00	
Jet Large							
Helicopter	\$3.00	\$30.00	\$10.00	\$175.00	\$20.00	\$250.00	
Lavatory Service (If acquired)		\$75.00					
Ground Power Unit (if acquired)		\$30.00 with no fuel purchase / No charge with fuel purchase / \$15 based customers					

Single – All single engine piston aircraft

Multi – All multiengine piston aircraft

Turboprop Single / Multi – King Air, Cheyenne, Pilatus, Turbo Commander, Meridian, TBMs

Jet small – CJ 1-3, Citation 500 series, Lear 35, 31, 45, Falcon 10

Jet Medium – Citation Excel, Hawker, Falcon 50, Gulfstream 100 /200

Jet Large – Gulfstream II – VI, Challenger, Falcon 900 / 7x