

WORKSHOP
APALACHICOLA CITY COMMISSION
TUESDAY, JUNE 16, 2026 – 4:00PM
74 6th STREET APALACHICOLA, FLORIDA 32320

AMENDED AGENDA

You are welcome to comment on any matter under consideration by the Apalachicola City Commission when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the three minutes time limit for public comment. Comments may also be sent by email to the City Manager or to Commissioners.

I. Call to Order

II. Agenda Adoption

III. Public Comment

IV. Planning & Zoning Board Term & Composition Discussion

1. BAR from CC 6.2.26 PH&RM (included for context)

V. Apalachicola Water & Sewer District Discussion (Local Bill 4103)

1. Legal Challenge to Bill – discussion of options, angles and outcomes
2. Appointee – Potential Nominees
3. Transfer of Utility System – What is involved?
4. Interlocal Terms/Provisions for Negotiation
5. Public Announcement – content and timing

SUPPORTING ATTACHMENTS:

1. Copy of the Local Bill (4103)
2. Motion and Complaint in the Collier County Challenge to Local Bill
1. Document- general description of transfer requirements and provisions for interlocal agreement

Adjournment

Any person who desires to appeal any decision at this meeting will need a record of the proceeding and for this purpose, may need to ensure that a verbatim record of the proceeding is made which includes testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 48 hours in advance of the meeting.

APALACHICOLA CITY COMMISSION

Agenda Item

Meeting Date: June 2, 2026

SUBJECT: Planning and Zoning (P&Z) Board Term Lengths and Composition

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Administration

Presenter: City Attorney Hartman/City Manager Anderson

BRIEF SUMMARY: The Planning and Zoning board is to consist of seven (7) regular members, none of whom will be elected officials or city employees. Six of the members will be appointed by the city commission and one member will be appointed by the school board. The school board appointee will be ex officio and non-voting. Sec. 2-38. The terms of the members shall be four years. Any vacancy in membership shall be filled for the unexpired term by the governing body that appointed the member whose position is vacant. Sec. 2-39. The city council shall have the authority to remove any member for cause, upon written charges, after a public hearing. Sec. 2-48. All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties. Sec. 2-39.

Term Lengths

Currently, 5 of 7 (primary, not alternate) P&Z Regular board members have exceeded their term lengths.

Board Composition

Issue – the current composition of the Board is inconsistent with Code. Specifically:

1. Number of Appointees - Currently there are eight (8) appointees to the PZ Board, with the recent appointment of Ashley Leonard as an alternate by the Commission. The Board is limited to seven (7) members, with only six (6) appointed by the Commission.
2. School Board – it would appear that the City has appointed the School Board Position. i.e. the School Board has not appointed the 7th ex officio member.
3. Alternate - There is no provision for appointment of an alternate in Code. I am advised this was done due to frequent difficulty with reaching a quorum. Nonetheless, this is not Code Compliant.

The length of term issue was brought to the attention of the PZ Board at their last meeting. The five (5) members who have exceeded their terms indicated they would like to continue to serve and be considered for re-nomination by the Commission.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

1. Direct Staff to advertise for nominees to be selected by the Commission at an upcoming Regular meeting;
2. Direct Staff to contact the School Board to provide their appointment.
3. Discuss an Ordinance revision and potential terms –
 - a. Eliminate School Board Appointment;
 - b. Eliminate ex officio non voting member position – so that we have 7 voting members – an odd number;
 - c. Provide for appointment of an alternate;
 - d. Consider providing for term limits – i.e. a maximum number of terms a person can serve consecutively or at all.
 - e. Any limits we want to place on selection and term of Chairman and Vice chair.

ATTACHMENTS: Excel spreadsheet of members, appointment dates and comments.

STAFF'S COMMENTS AND RECOMMENDATIONS: City Code provides for a PZ Board term of four (4) years, five (5) of the regular board members have exceeded that timeframe. Appointments or re-appointments need to be made by the Commission to bring the term and composition of the PZ Board into compliance with Code.

Options for discussion include (but are not limited to):

- A. An option discussed would be to transition new members to fill vacancies created by removal of members who have exceeded their terms the on a set schedule. I.e. not replace 4-5 spots all at once, cycle them 1-2 or two at a time annually over a 3 year period. This would allow time for potential Ordinance changes that could dictate number of appointments. Note: This would not bring the current PZ Board into Code compliance. However, would provide an orderly transition but would take 3 years to meet code requirements. NOTE: *the City Commission Rules of Procedure, effective June 2, 2024, Rule 28, Guidelines for Citizen Advisory Boards/Committees, (3) Transitions Between Members states that by-laws, ordinances, guiding documents, etc. will include language which provides for members (whose terms have expired) to continue serving until the appropriate appointments are made.*
- B. Nominate and Appoint four (4) individuals to serve from among the applicants. This will resolve the term length and partially resolve the composition problem.

Consideration – should be given under either Option to processing of an Ordinance which can address issues 3.a-e above. This appears to be necessary to maintain long term compliance and ease of operation.

Under either option:

We would need to contact the School Board and obtain their nominee. Ex Officio – appears to require that the appointee be a member of the School Board and not just a regular citizen.

Ashley Leonard the current alternate would be on hold pending an Ordinance change due to lack of Code authorization for an alternate position at this time.

FUNDING SOURCE: N/A

COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 4103 (2026)

Amendment No.

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

1 Committee/Subcommittee hearing bill: State Affairs Committee
2 Representative Shoaf offered the following:

3
4 **Amendment (with title amendment)**

5 Remove lines 49-250 and insert:

6 of the City of Apalachicola. All members of the board must be
7 legal residents and water and sewer customers of the district.

8 (2) Members shall serve 4-year terms, however, the members
9 appointed by the Board of County Commissioners of Franklin
10 County and the City Commission of the City of Apalachicola shall
11 be subject to removal by those governing bodies during their
12 unexpired terms.

13 (3) Each year, the board shall hold an annual
14 organizational meeting and elect a chair, vice chair, secretary,
15 and treasurer, whose duties shall be established by resolution
16 of the board.

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COMMITTEE/SUBCOMMITTEE AMENDMENT

Bill No. CS/HB 4103 (2026)

Amendment No.

17 (4) The board shall meet monthly at such date, time, and
18 place as the board may from time to time designate.

19 (5) The board shall have those administrative duties set
20 forth in this charter and chapter 189, Florida Statutes.

21 (6) A quorum of the board shall be a majority of its
22 members. Official action will require a majority of those voting
23 members present.

24 (7) Requirements for financial disclosure, meeting
25 notices, reporting, and public records maintenance shall be as
26 set forth in chapters 112, 119, 189, and 286, Florida Statutes.

27 (8) Members of the board shall serve without compensation,
28 but may be reimbursed for their expenses pursuant to s. 112.061,
29 Florida Statutes.

30 .. Powers of the district and board.-

31 (1) The district, by and through the board, is authorized
32 and empowered:

33 (a) To purchase, construct, reconstruct, buy, improve,
34 extend, enlarge, equip, repair, maintain, and operate a water
35 and sewer system; to provide fresh water either within the area
36 described in section 3 or to property located outside the
37 district's boundaries if the district enters into an agreement
38 with effected property owners, or both; to operate, manage, and
39 control all such systems so purchased or constructed and all
40 properties pertaining thereto; and to furnish and supply water,
41 sewage, and disposal services to such district or adjoining area

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42 and any persons, firms, or corporations, public or private, in
43 any such area.

44 (b) To issue negotiable water revenue certificates of the
45 district, payable from revenues to be derived from the operation
46 of said water or sewer system.

47 (c) To fix and collect rates and charges for water or
48 sewer furnished by said water and sewer systems and to fix and
49 collect charges for making connections with any water or sewer
50 system.

51 (d) To acquire in the name of the district, by purchase or
52 gift, within and without such lands and rights and interests
53 therein, including lands over and under water and riparian
54 rights; to acquire such personal property as it may deem
55 necessary in connection with the construction or operation of
56 water and sewer systems; and to hold and dispose of all real and
57 personal property under its control.

58 (e) To enter into contracts with private parties or
59 interlocal agreements with governmental entities for the purpose
60 of purchasing, constructing, operating, or maintaining a water
61 system or providing water services in the area described in
62 section 3 or to areas outside the district's boundaries.

63 (f) To exercise the right and power of eminent domain,
64 pursuant to general law, over property described in section 3,
65 except municipal, county, state, special district, or federal
66 property used for a public purpose.

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67 (g) To make and enter into all contracts and agreements
68 necessary or incidental to the performance of its duties and the
69 execution of its powers under this act, including a trust
70 agreement or trust agreements securing any bonds issued
71 hereunder; to employ such expert and clerical personnel as may,
72 in the judgment of the board, be deemed necessary; and to fix
73 their compensation, provided, however, that all such expenses
74 shall be payable solely from funds made available under the
75 provisions of this act.

76 (h) To exercise jurisdiction, control, and supervision
77 over any water and sewer systems owned, operated, or maintained
78 by it; to make and enforce such rules and regulations for the
79 maintenance and operation of any such system as may in its
80 judgment be necessary or desirable for the efficient operation
81 thereof; and to accomplish the purposes of this act.

82 (i) To enter on any lands, water, or premises located
83 within the area described in section 3 or, pursuant to an
84 agreement with the property owner or interlocal agreement, land
85 located outside the district's boundaries to make surveys,
86 borings, soundings, or examinations to effectuate the purposes
87 of this act.

88 (j) To construct and operate water mains, laterals,
89 conduits, pipelines, pumping stations, lift stations, valves,
90 force mains, laterals, pressure lines, mains, and all necessary
91 appurtenances thereto, in, along, or under any street, alley,

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92 highway, or other public place in the area described in section
93 3 or any other area that is subject to an agreement between the
94 district and the entity controlling the public property.

95 (k) To restrain, enjoin, or otherwise prevent any
96 political subdivision or agency and any person or corporation,
97 public or private, from discharging into any navigable or non-
98 navigable waters within the limits of the district any sewage,
99 industrial waters, or other refuse which would contribute to the
100 pollution of such and to restrain, enjoin, or otherwise prevent
101 the violation of any provision of this act or any resolution,
102 regulation, or rule adopted pursuant to the powers granted by
103 this act.

104 (l) Subject to such provisions and restrictions as may be
105 set forth in any resolution or trust agreement authorizing or
106 securing any bonds issued under the provisions of this act, to
107 enter into contracts with the government of the United States or
108 the state or any agency or instrumentality of either thereof, or
109 with any municipality, district, private corporation, co-
110 partnership, association, or individual providing for or
111 relating to such water system or the purchase and sale of water
112 or sewer system and the disposal of sewage.

113 (m) To receive and accept from any authorized agency of
114 the Federal Government loans or grants for the planning,
115 construction, improvement, extension, enlargement,
116 reconstruction, or equipment of any water and sewer systems; to

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Amendment No.

117 enter into agreements with such agency respecting any such loans
118 or grants; and to receive and accept aid or contributions from
119 any source of either money, property, labor, or other things of
120 value, to be held, used, and applied only for the purposes for
121 which such loans, grants, or contributions be made.

122 (n) To do all acts and things necessary or convenient to
123 carry out the powers expressly granted in this act.

124 (2) The board may fix and revise from time to time rates
125 and charges for water furnished by any water system and for
126 sewage disposal by any sewer system and charge and collect the
127 same. Any such rates and charges shall be so fixed and revised
128 as to provide funds, with other funds available for such
129 purpose, sufficient at all times:

130 (a) To pay the cost of maintaining, repairing, and
131 operating the water and sewer systems of the district, and to
132 provide reserves therefor and for replacements, depreciation,
133 and necessary extensions and enlargements.

134 (b) To pay the principal of and the interest on all
135 outstanding bonds for the payment of which such rates and
136 charges are pledged as the same shall become due and provide
137 reserves therefor.

138 (c) To provide a margin of safety for making such payments
139 and providing such reserves. Such rates and charges shall not be
140 subject to supervision or regulation by any commission, board,
141 bureau, or agency of the state or of any political subdivision

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Amendment No.

142 of the state. Such rates and charges shall be just and
143 equitable.

144 (3) The district shall have no power or authority to
145 impose or collect ad valorem taxes.

146 (4) No funds of the district shall be used for any purpose
147 other than those defined in this section and the administration
148 of the affairs and business of the district, or the purpose,
149 acquisition, construction, expansion, care, maintenance, upkeep,
150 and operation of a fresh water system and sewer system in the
151 district as the board may determine to be for the best interest
152 of the district and inhabitants thereof.

153 (5) The board may provide in the resolution authorizing
154 the issuance of bonds under this act or in any trust agreement
155 securing such bonds that if any water or sewer rates shall not
156 be paid within 30 days from the rendition of any such bills, the
157 district shall discontinue furnishing water to such premises and
158 may disconnect the same from the water system. Any such
159 resolution or trust agreement may include any or all of the
160 following provisions, and may require the board to adopt such
161 resolutions or to take such other lawful action as shall be
162 necessary to effectuate such provisions, and the board is hereby
163 authorized to adopt such resolutions and to take such other
164 action.

165 (a) The district may require the owner, tenant, or
166 occupant of each lot or parcel of land within the district who

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Amendment No.

167 is obligated to pay water or sewer rates to the district; to
168 make a reasonable deposit with the district in advance; to
169 ensure the payment of such rates or charges; and to be subject
170 to application to the payment thereof if and when delinquent.

171 (b) If any water or sewer rates charges payable to the
172 district shall not be paid within 30 days after the same shall
173 become due and payable, the district may at the expiration of
174 such 30 days period disconnect the premises from the water
175 system and the district may proceed to recover the amount of any
176 such delinquent rates or charges, with interest at the highest
177 legal rate, in any court having jurisdiction over claims for
178 money damages.

179 (6) The powers, functions, and duties of the district
180 relating to bond issuance, other revenue-raising capabilities,
181 budget preparation and approval, liens and foreclosure of liens,
182 use of tax deeds and tax certificates as appropriate for non-ad
183 valorem assessments, and contractual agreements, and the methods
184 for financing the district and for collecting non-ad valorem
185 assessments, fees, or service charges, to the extent authorized
186 by this act, shall be as forth in this charter, in chapters 170,
187 189, and 197, Florida Statutes, and in any applicable general or
188 special law.

189 (7) The district's planning requirements shall be as set
190 forth in this act and chapter 189, Florida Statutes.

Amendment No.

191 (8) The procedures for conducting any district elections
192 or referenda authorized by general law, as well the
193 qualification for electors for any district elections or
194 referenda, shall be pursuant to chapter 189, Florida Statutes.

195 **Section 3.** Effective upon this act becoming a law, the
196 City of Apalachicola may not incur any additional obligations or
197 indebtedness related to the operation of its water and sewer
198 utility other than expenses incurred in the ordinary course of
199 business and shall avoid wasting its assets. The City of
200 Apalachicola and the Apalachicola Water and Sewer District must
201 enter into an interlocal agreement by the latter of July 1, 2026
202 or 30 days after the Governor makes initial appointments to the
203 board to effectuate the transfer of water and sewer service from
204 the city to the district. Such agreement shall include
205 provisions concerning an assessment of all assets currently held
206 by the city for providing water and sewer service, cooperation
207 in meeting regulatory and permitting requirements for the
208 transfer of the water and sewer utility, the transition of
209 assets and liabilities from the city to the district, membership
210 of district employees in the Florida Retirement System, as well
211 as any other terms and conditions mutually agreed to by the
212 parties. Notwithstanding any other provision of law, if the city
213 and the district do not enter into an interlocal agreement by
214 the deadline established by this section, the district shall
215 have the sole authority to make all determinations necessary to

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Bill No. CS/HB 4103 (2026)

Amendment No.

216 effectuate the transfer of water and sewer service, which are
217 binding on both the city and the district.

218 **Section 4.** On December 1, 2026, all property, whether
219 real, personal, or mixed, that is owned, possessed, or
220 controlled by the City of Apalachicola for the purposes of
221 providing water and sewer systems, as well as all other assets,
222 contracts, obligations, and liabilities of the City of
223 Apalachicola for such purposes, are hereby transferred and
224 vested in the Apalachicola Water and Sewer District. All
225 contracts and obligations of the City of Apalachicola for water
226 and sewer systems existing on the effective date of this act
227 shall remain in full force and effect, and this act shall in no
228 way affect the validity of such contracts or obligations.
229 Current employees of the city employed for the purpose of
230 providing water and sewer service shall become employees of the
231 district pursuant to the interlocal agreement or other
232 determinations made pursuant to section 3 of this act, provided
233 that the district shall ensure that employees continue
234 membership in the Florida Retirement System.

235 **Section 5.** Except as otherwise expressly provided in this
236 act, this act shall take effect upon becoming a law.

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Amendment No.

T I T L E A M E N D M E N T

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Remove lines 7-10 and insert:
powers of the district and district board; prohibiting
the city from incurring certain additional obligations
or indebtedness; requiring the City of Apalachicola
and district to enter into an interlocal agreement to
effectuate the transfer of water and sewer service to
the district; providing for district to take certain
actions if the city and the district do not enter an
interlocal agreement; providing for the transfer of
assets, assumption of all lawful debts and other
obligations, and continuation of contracts by
district; providing for the status of certain
employees; providing effective dates.

IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT IN AND
FOR COLLIER COUNTY, FLORIDA

CASE NO. 11-2026-CA-001094-0001-01

CITY OF NAPLES, FLORIDA, a Florida
municipal corporation,

Plaintiff,

v.

CITY OF NAPLES AIRPORT
AUTHORITY, formerly a dependent special
district of the City of Naples, Florida, and
now an independent special district of the
State of Florida,

and

MELISSA BLAZIER, in her official capacity
as Supervisor of Elections for Collier County,
Florida,

Defendants.

MOTION TO ABATE PURSUANT TO CHAPTER 164, FLORIDA STATUTES

Plaintiff, City of Naples, Florida ("City"), pursuant to section 164.1041, Florida Statutes,
hereby moves to abate this action, and in support thereof states as follows:

1. This is an action by the City against another governmental entity, the City of Naples Airport Authority.¹
2. The City commenced this action by filing the Complaint on May 4, 2026.
3. The City has also initiated conflict resolution proceedings pursuant to the Florida Governmental Conflict Resolution Act (Sections 164.101-164.1061, Chapter 164, Florida

¹ Also named as a defendant is Collier County Supervisor of Elections Melissa Blazier, in her official capacity.

Statutes). The City's letter initiating conflict resolution proceedings is attached hereto as Exhibit 1.

4. Given the initiation of conflict resolution proceedings, this action must be abated, pursuant to section 164.1041, Florida Statutes:

If a governmental entity files suit against another governmental entity, court proceedings on the suit shall be abated, by order of the court, until the procedural options of this act have been exhausted. The governing body of a governmental entity initiating conflict resolution procedures pursuant to this act shall, by motion, request the court to issue an order abating the case pursuant to this section.

§ 164.1041(1), Fla. Stat.

WHEREFORE, Plaintiff, the City of Naples, Florida, respectfully requests this Court enter an order abating this action until the parties have exhausted the procedural options of Chapter 164, Florida Statutes, and granting any such other and further relief as this Court deems just and proper.

Dated: May 6, 2026.

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| <p>WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. <i>Attorneys for City of Naples, Florida</i> 200 East Broward Boulevard, Ste. 1900 Fort Lauderdale, Florida 33301 Telephone: (954) 763-4242 Facsimile: (954) 764-7770 By: <u>/s/ Jamie A. Cole, Esq.</u> JAMIE A. COLE Florida Bar No.: 767573 Primary: jcole@wsh-law.com Secondary: msarraff@wsh-law.com RICHARD B. ROSENGARTEN Florida Bar No.: 0106169 Primary: rrosengarten@wsh-law.com Secondary: szavala@wsh-law.com</p> | <p>By: <u>/s/ Matthew R. McConnell, Esq.</u> Matthew R. McConnell, Esq. Florida Bar #126161 DICKMAN LAW FIRM P.O. Box 111868, Naples, FL 34108 T: (239) 434-0840 F: (239) 434-0940 matthew@dickmanlawfirm.org service@dickmanlawfirm.org <i>City Attorney for City of Naples, Florida</i></p> |
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EXHIBIT

“1”



CITY OF NAPLES
OFFICE OF THE CITY MANAGER
735 EIGHTH STREET SOUTH
NAPLES, FLORIDA 34102
(239) 213-1030

April 16, 2026

VIA USPS CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Christopher A. Rozansky
Executive Director
City of Naples Airport Authority
160 Aviation Drive North
Naples, Florida 34104

RE: City of Naples' Initiation of Conflict Resolution Proceedings Pursuant to Chapter 164, Florida Statutes, Regarding Dispute with the City of Naples Airport Authority

Dear Mr. Rozansky:

Pursuant to the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes (the "Act"), the City hereby initiates conflict resolution proceedings against the City of Naples Airport Authority (the "Authority") to address substantial legal and practical conflicts arising from recent legislative changes affecting the Authority and its relationship with the City.

As you are aware, the City owns the land and airport facilities comprising the Naples Airport, and the Authority operates the airport pursuant to a long-term lease historically predicated upon the Authority functioning as a dependent special district subject to City governance and oversight.

During the 2026 Legislative Session, the Florida Legislature enacted House Bill 4005, which became law on April 6, 2026. This legislation materially alters the governance structure of the Authority by eliminating the City's prior appointment and oversight authority and changing the method of selection of the Authority's governing board. These changes convert the Authority from a dependent special district to an independent special district and substantially alter the relationship between the City and the Authority.

As a result of these legislative changes, the City has identified multiple issues of conflict requiring resolution, including, without limitation:

- (a) whether the conversion of the Airport Authority from a dependent special district of the City, controlled by the City, to an independent special district, not controlled by the City, through House Bill 4005, frustrates the purpose upon which the lease and related agreements were entered, rendering them unenforceable;

Ethics above all else • Service to others before self • Quality in all that we do

- (b) whether House Bill 4005 effects a transfer of the power to operate the Naples Airport in a manner that requires referendum approval under Article VIII, Section 4 of the Florida Constitution;
- (c) whether the conversion of the Airport Authority from a dependent special district to an independent special district through House Bill 4005 created a new independent district without complying with the requirements of section 189.031, Florida Statutes;
- (d) whether the new, stringent qualification requirements for election to the board of the Airport Authority unlawfully restrict candidacy, voter choice, or other protected rights; and
- (e) any other issue, argument, claim, or dispute arising out of or related to House Bill 4005, the statutory authority of the Airport Authority, the lease or other agreements between the parties, the City's ownership interests, or the operation, control, or governance of the Naples Airport.

In accordance with Section 164.1052, Florida Statutes, enclosed please find a certified copy of City of Naples Resolution No. 2026-15847, adopted on April 15, 2026, which formally initiates the conflict resolution procedures and sets forth the issues in dispute.

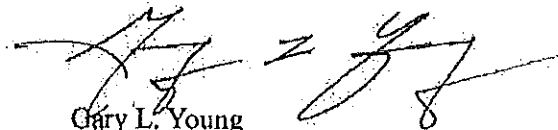
Pursuant to Section 164.1053, Florida Statutes, the City requests that the Authority participate in a conflict assessment meeting to address these issues. The City proposes that the meeting include the Executive Director of the Authority, the City Manager, and legal counsel for both entities. The City is available to meet during the two-week period beginning April 27, 2026, at a mutually agreeable location within the City of Naples. This meeting is required to be publicly noticed 10 days in advance, please provide your availability as soon as possible.

Please note that the Act requires that the initial conflict assessment meeting be held within thirty (30) days of your receipt of this notice, but given the timetable for the election, we believe it is important that we address this issue in a more expedited time frame.

The City intends to proceed in good faith to resolve these issues in an efficient and cooperative manner. However, given the significance of the matters at issue, the City is prepared to pursue all available remedies should resolution not be achieved through the Chapter 164 process.

Please contact our office to coordinate scheduling of the conflict assessment meeting.

Sincerely,



Gary L. Young
City Manager
gyoung@naplesgov.com
Phone: 239-213-1030

cc: William L. Owens
Peter J. Kirsch



City of Naples

Certification Statement

I, Jessica R. Rosenberg, Deputy City Clerk, City of Naples, Florida, hereby certify that the attached is a true and correct copy of a record appearing in the files of the City Clerk's Office, City of Naples, Florida:

Resolution 2026-15847 (2 two-sided pages)

CERTIFIED this 16th day of April 2026.

BY:

Jessica R. Rosenberg, CMC, Deputy City Clerk
City of Naples, Florida

RESOLUTION 2026-15847

A RESOLUTION INITIATING CONFLICT RESOLUTION PROCEDURES PURSUANT TO CHAPTER 164, FLORIDA STATUTES, THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT, REGARDING A CONFLICT BETWEEN THE CITY OF NAPLES AND THE CITY OF NAPLES AIRPORT AUTHORITY; AUTHORIZING THE CITY ATTORNEY AND CITY MANAGER TO INITIATE LITIGATION; AND PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

RECITALS

- WHEREAS**, in 1941, the City of Naples (hereinafter "City") (formerly as the "Town of Naples") and Collier County, jointly purchased the land upon which the City of Naples Municipal Airport (hereinafter "Naples Airport" or "the airport") is now situated; and
- WHEREAS**, in November of 1942, the U.S. Department of War leased the airport property for \$1 to establish a "Flexible Gunnery School" and greatly built up the airport with runways and other facilities; and
- WHEREAS**, in 1948, the federal government cancelled its lease and conveyed the airport land and all improvements back to Collier County and the Town of Naples, and
- WHEREAS**, in 1949, Collier County voted to divest itself from the airport and recoup its original 1941 investment, and the then-Town of Naples took over full maintenance of the airport and facilities, and
- WHEREAS**, in 1955, the City reimbursed Collier County its original investment and then-City Manager Lowdermilk informed the City Council that the land, improvements and operations were worth "well over one million dollars"; and
- WHEREAS**, in 1969, the City voted "that the City Attorney be directed to prepare a Special Act to be submitted to the Florida Legislature for the annexation into the City limits of the property belonging to the City of Naples, now located outside the City of Naples, known as the Naples Airport"; and
- WHEREAS**, on July 3, 1969, the Special Act, Laws of Fla. ch. 69-1326, was filed in the office of the Secretary of State; and
- WHEREAS**, on December 3, 1969, the City leased its Naples Municipal Airport to the newly legislatively established City of Naples Airport Authority, a dependent special district, for a 99-year term at \$1 per year; and
- WHEREAS**, the City remains the fee simple owner of the airport land and facilities leased to the Naples Airport Authority; and

- WHEREAS,** the City entered into the long-term, nominal consideration lease and related arrangements with the Airport Authority, because the Airport Authority was a dependent district of the City, subject to material governance, oversight, and control by the City, including the City's authority to appoint members of the Airport Authority's governing body; and
- WHEREAS,** during the 2026 Legislative Session, despite the objection from the City, the Florida Legislature enacted House Bill 4005, a special act relating to the Airport Authority, which became law on April 6, 2026; and
- WHEREAS,** House Bill 4005 materially alters the governance structure of the Airport Authority by changing the method of selection of its governing board from appointment by the City Council to election by the qualified electors of Collier County, and by removing material powers previously held by the City in relation to the Airport Authority; and
- WHEREAS,** these legislative changes remove the City's governance and control over the Authority and convert the Airport Authority from a dependent special district to an independent special district; and
- WHEREAS,** the City contends that these legislative changes create substantial legal and practical conflicts concerning, among other things, the continued operation of the Naples Airport on City-owned property, the continued viability and purpose of the lease and related agreements, the allocation of governmental authority and control, and the respective rights, duties, and obligations of the City and the Airport Authority; and
- WHEREAS,** the City further contends that such conflicts include, without limitation, whether the fundamental purpose of the lease has been materially frustrated by the elimination of the City's governance and control over the Airport Authority; whether the legislative changes effect an unlawful transfer or reallocation of governmental powers and control without compliance with applicable constitutional, statutory, or referendum requirements; whether the conversion of the Airport Authority from a dependent special district to an independent special district through House Bill 4005 complied with the requirements of Florida Statutes; and whether the new, stringent qualification requirements for election to the board of the Airport Authority unlawfully restrict candidacy, voter choice, or other protected rights; and
- WHEREAS,** the purpose of the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes (the "Act"), is to promote, protect, and improve the health, safety, and welfare and to enhance intergovernmental coordination by providing an equitable, expeditious, effective, and inexpensive method for resolution of conflicts between governmental entities; and
- WHEREAS,** Chapter 164, Florida Statutes, authorizes the City to initiate the conflict resolution procedures set forth therein prior to initiating court proceedings; and

WHEREAS, the City Council of the City finds that it is in the best interests of the City to initiate the conflict resolution procedures set forth in Chapter 164, Florida Statutes, in an effort to resolve the issues described herein prior to the initiation of litigation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA:

- Section 1.** The foregoing recitals are true and correct and are hereby ratified and incorporated herein as if fully set forth below.
- Section 2.** The City of Naples hereby determines that a conflict exists between the City and the Airport Authority.
- Section 3.** The issues in the conflict include, without limitation:
- (a) whether the conversion of the Airport Authority from a dependent special district of the City, controlled by the City, to an independent special district, not controlled by the City, through House Bill 4005, materially frustrates the purpose upon which the lease and related agreements were entered, rendering them unenforceable;
 - (b) whether House Bill 4005 effects a transfer of the power to operate the Naples Airport in a manner that requires referendum approval under Article VIII, Section 4 of the Florida Constitution;
 - (c) whether the conversion of the Airport Authority from a dependent special district to an independent special district through House Bill 4005 created a new independent district without complying with the requirements of Section 189.031, Florida Statutes;
 - (d) whether the new, stringent qualification requirements for election to the board of the Airport Authority unlawfully restrict candidacy, voter choice, or other protected rights; and
 - (e) any other issue, argument, claim, or dispute arising out of or related to House Bill 4005, the statutory authority of the Airport Authority, the lease or other agreements between the parties, the City's ownership interests, or the operation, control, or governance of the Naples Airport.
- Section 4.** The City Council finds that the City has a good faith basis for initiating the conflict resolution procedures of Chapter 164, Florida Statutes, and that use of those procedures is appropriate prior to the initiation of litigation.
- Section 5.** The City Council hereby states its intention to initiate the conflict resolution procedures set forth in Chapter 164, Florida Statutes, prior to initiating court proceedings to resolve the conflict between the City and the Airport Authority.

Section 6. The City Manager, Mayor, and City Attorney are hereby authorized and directed to take all actions necessary to implement this Resolution, including transmitting a certified copy of this Resolution together with the notice letter required by Section 164.1052, Florida Statutes, by certified mail, return receipt requested, to the appropriate officials of the Airport Authority, and to take such further action as may be necessary and appropriate to schedule and conduct the conflict assessment meeting and otherwise proceed in accordance with Chapter 164, Florida Statutes.

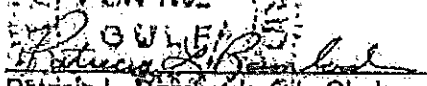
Section 7. The City Attorney and City Manager are hereby authorized to take all actions necessary to protect the City's interests related to the Naples Municipal Airport including the initiation of litigation not to exceed \$125,000.

Section 8. That scrivener's errors, if any, which do not change the intent of this Resolution, may be corrected by the City Attorney.

Section 9. This Resolution shall become effective immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 15TH DAY OF APRIL, 2026.

Attest:

ON THE
15th DAY OF APRIL 2026

Patricia L. Rambosk, City Clerk


Teresa Lee Heilmann, Mayor

Approved as to form and legal sufficiency:


Matthew McConnell, City Attorney

Date filed with City Clerk: 4/15/26

IN THE CIRCUIT COURT OF THE
TWENTIETH JUDICIAL CIRCUIT IN AND
FOR COLLIER COUNTY, FLORIDA

CASE NO.

CITY OF NAPLES, FLORIDA, a Florida
municipal corporation,

Plaintiff,

v.

CITY OF NAPLES AIRPORT
AUTHORITY, formerly a dependent special
district of the City of Naples, Florida, and
now an independent special district of the
State of Florida,

and

MELISSA BLAZIER, in her official capacity
as Supervisor of Elections for Collier County,
Florida,

Defendants.

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiff CITY OF NAPLES (“City”), sues the CITY OF NAPLES AIRPORT
AUTHORITY (the “Airport Authority”) and MELISSA BLAZIER, in her official capacity as
Supervisor of Elections for Collier County, Florida (“Supervisor of Elections”), and states as
follows:

OVERVIEW

This action arises from the 2026 enactment of HB 4005, a local bill by the Florida
Legislature that destroyed the fundamental purpose of the City’s 99-year, \$1 per year, lease of the
Naples Municipal Airport to the Airport Authority. The City had entered into the long-term lease
of the Naples Municipal Airport to the Airport Authority, for nominal consideration, in order to

have the City's airport operated by an entity that the City controlled. The 2026 local bill took away that control, converting the Airport Authority from a dependent special district of the City (whose members were appointed by the City Council) to an independent special district of the State (whose members will be elected county-wide). As a result, the essential purpose of the \$1-per-year lease—the operation of the *City-owned* Naples Municipal Airport through a *City-controlled* dependent special district—has been destroyed, justifying the discharge of the lease and excusing future performance. Alternatively, the City seeks the invalidation of the local bill for failure to follow statutory requirements.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this action for declaratory and injunctive relief pursuant to Article V of the Florida Constitution, and Section 26.012, Florida Statutes.
2. Venue is proper in Collier County, where all parties operate and reside.

THE PARTIES

3. Plaintiff, CITY OF NAPLES, FLORIDA, is a Florida municipality located in Collier County, Florida. The City has standing to bring this action because (a) it is the owner of the Naples Municipal Airport, and the lessor under the lease, which are the subjects of this action; (b) its rights are adversely and directly affected by the enactment of HB 4005; and (c) it is unable to perform its function of appointing members to the Airport Authority and controlling the operations of the Naples Municipal Airport as a result of HB 4005.
4. Defendant CITY OF NAPLES AIRPORT AUTHORITY is formerly a dependent special district of the City of Naples, Florida, created by the Florida Legislature, at the request of the City of Naples, and is now an independent special district of the State of Florida, that operates in Collier County, Florida.

5. Defendant MELISSA BLAZIER, is the duly elected Supervisor of Elections for Collier County, Florida, and is sued only in her official capacity.

FACTUAL ALLEGATIONS

A. The Naples Municipal Airport

6. In 1941, the City (then known as the "Town of Naples") and Collier County jointly purchased the land upon which the Naples Municipal Airport is now situated.

7. In November 1942, the United States War Department leased the airport property from the City and Collier County, to establish a Military Reservation and Air Base, a/k/a "Flexible Gunnery School."

8. During the term of its lease, the federal government greatly built up the airport property with runways and other facilities.

9. In 1948, the federal government cancelled its lease and returned the airport property back to Collier County and the City, including all improvements made thereon.

10. In 1949, Collier County voted to divest itself from the Naples Municipal Airport and recoup its original 1941 investment, and the City took over full maintenance of the airport and facilities.

11. In 1955, the City reimbursed Collier County the full amount of its original investment, resulting in the City's full ownership and control of the Naples Municipal Airport.

12. Following Collier County's divestment, the Naples Municipal Airport was owned, funded, and operated as a municipal asset of the City, with the City acquiring the property, investing public funds, and managing and operating the airport for the benefit of the community.

B. The Airport Authority and Lease

13. In 1969, at the City's request, the Airport Authority was created by special act of the Florida Legislature (Chapter 69-1326, Laws of Florida) for the purpose of operating and maintaining the Naples Municipal Airport, with the Airport Authority *under the City's control*. Chapter 69-1326, Laws of Florida, as subsequently amended, shall be referred to as the "Act."

14. As structured, the City Council had the ultimate power to control the Airport Authority, insofar as it had the power to appoint, remove and replace all five members of the Airport Authority. Additionally, the Airport Authority could "not transact any business or exercise its powers" under Chapter 69-1326 "until or unless the city council of the city of Naples by proper resolution, shall declare that there is need for the authority to function."

15. Under the Lease and the Act, the Airport Authority is subject to the City's authority, including zoning. The Lease provides in Section 5 that "Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof." Moreover, Section 2 of the Act provides: "Nothing contained herein shall be deemed to give the Airport Authority the right to control zoning at the Airport Facilities, said right being specifically reserved to the City of Naples."

16. On December 3, 1969, the City entered into a long-term lease with the Airport Authority pursuant to which the City leased the Naples Municipal Airport to the Airport Authority for nominal consideration of \$1 per year for a term of 99 years (the "Lease"). The two-page Lease itself was not intended to be a traditional, commercial, arm's length transaction. Rather, both parties expressly and implicitly understood that the City's control over the Airport Authority was an essential, non-commercial component of consideration for the Lease. A copy of the Lease is attached hereto as Exhibit 1.

17. The City entered into the 99-year, \$1-per-year Lease because the Airport Authority was a dependent special district of the City, subject to material governance, oversight, and control by the City, including the City's authority to determine membership of the Airport Authority's governing body. That governance, oversight, and control—enshrined in law at the time—formed an essential predicate for the Lease and, absent it, the City would not have entered into the Lease.

18. Currently, approximately 97% of the Naples Municipal Airport is owned in fee simple by the City; the remaining portions consist of approximately 24-acres of unimproved land owned by the Airport Authority.

C. The 2026 Legislative Act – HB 4005

19. During the 2026 Legislative Session, over the objection of the City, the Florida Legislature enacted HB 4005, which was a special act relating to the Airport Authority that became law upon the Governor's approval on April 6, 2026. A copy of HB 4005 is attached hereto as **Exhibit 2**.

20. HB 4005 materially alters the governance structure of the Airport Authority by changing the method of selection of its governing board from City Council appointment to election by the qualified voters of all of Collier County (not limited to voters in Naples).

21. HB 4005 also deletes entirely the second paragraph of Section 3 of chapter 69-1326, which formerly provided that the Airport Authority could “not transact any business or exercise its powers” under Chapter 69-1326 “until or unless the city council of the city of Naples by proper resolution, shall declare that there is need for the authority to function.”

22. HB 4005 removes material powers previously held by the City in relation to the Airport Authority.

23. The first election by the qualified voters of all of Collier County under HB 4005 is scheduled for November 2026.

D. Effect of Legislative Changes – Loss of City Governance and Control; De Facto Creation of Independent Special District of the State

24. These legislative changes remove the City’s governance and control over the Airport Authority and convert the Airport Authority from a *dependent* special district of the City to an *independent* special district of the State. *See* Final Staff Analysis, pg. 1, n. 1 (“this amendment would result in the district becoming an independent special district rather than a dependent special district. *See* s. 189.012, F.S.”); §§ 189.012(2) and (3), Fla. Stat. (defining “dependent special district” and “independent special district.”).

25. The Airport Authority has itself taken the position that it is an independent special district of the State. In Resolution 2026-3, a copy of which is attached hereto as **Exhibit 3**, the Airport Authority proclaims itself “an independent special district of the State of Florida,” rather than a dependent district of the City.

26. Along with this “declaration of independence,” the Authority, inconsistent with Section 5 of the Lease and Section 2 of the Act, asserts that the City lacks the authority to regulate land use at the Naples Municipal Airport.

27. Thus, as a result of HB 4005 and under the Airport Authority’s declaration that it is not subject to the City’s regulations and land-use authority, the City no longer has control over its own airport, which is now leased to an independent special district of the State, and the Authority is going so far as to assert the City completely lacks any regulatory authority over the Airport—the inverse of the parties’ intent and understanding at the time of entering the Lease.

E. Legislation's Failure to Comply with Mandatory Legal Requirements of Chapter 189 for the Creation of Independent Special Districts

28. Although HB 4005 purports to create an independent special district of the State that did not exist prior to 2026, it did not comply with the uniform creation provisions contained in Chapter 189, Florida Statutes.

29. As set forth in section 189.013, Florida Statutes, “[a]ll special districts, regardless of the existence of other, more specific provisions of applicable law, shall comply with the creation, dissolution, and reporting requirements set forth in [Chapter 189].”

30. Among those requirements is that “[g]eneral laws or special acts that create or authorize the creation of independent special districts and are enacted after September 30, 1989, must address and require” certain enumerated items in their charters, including (among other things) “[t]he maximum compensation of a governing body member” and “[t]he applicable financial disclosure, noticing, and reporting requirements.” Fla. Stat. § 189.031(3)(f), (h).

31. HB 4005 does not comply with those provisions, resulting in material, substantive legal deficiencies in its creation.

32. The failure to address these topics is not a mere technicality. Among other consequences of the Legislature’s failure to follow the mandatory requirements of Chapter 189 is that HB 4005 leaves it unknown what kind of financial disclosure form (Form 1, Form 6, or some other form) the members of the newly created independent Airport Authority must complete, thereby leaving it unknown how the Supervisor of Elections can lawfully qualify a candidate.

33. Moreover, by failing to include maximum compensation for the members, the Legislature has left the Airport Authority with no guardrails on the maximum compensation it may set. For example, because the Legislature did not specify the maximum compensation as required,

the members of the Airport Authority could choose to pay themselves hundreds of thousands of dollars in salary.

D. Expedited Review is Warranted

34. The Florida Declaratory Judgment Act is intended to provide for a speedy declaration of rights under contracts and laws, and specifically provides: “[t]he court may order a speedy hearing of an action for a declaratory judgment and may advance it on the calendar.” Section 86.111, Florida Statutes.

35. Here, given the great public interest involved, and the election scheduled for November 2026 (including imminent candidate qualifying, ballot preparation, and election administration) pursuant to HB 4005, the City requests that the Court expedite this case.

E. Conditions Precedent

36. All conditions precedent to the bringing of this action have been met, satisfied, or excused.

COUNT I – DECLARATORY JUDGMENT (DISCHARGE OF LEASE)

37. The City realleges and incorporates by reference the allegations contained in paragraphs 1 through 36, as if fully set forth herein.

38. This is an action against the Airport Authority for a declaratory judgment pursuant to Chapter 86, Florida Statutes.

39. Florida law recognizes that contractual obligations may be discharged and performance excused when, as the result of an unexpected change in circumstance, the fundamental purpose of a contract for which a party bargained, which purpose was known to the other party, has been frustrated and/or performance under the contract is rendered impossible.

40. Here, the fundamental purpose of the \$1-per-year, 99-year Lease was to have the City-owned Naples Municipal Airport operated by an entity that it controlled. That purpose was known to the Airport Authority when the Lease was entered into in 1969 and has been satisfied in the more than fifty years that the Lease has been in place. The consideration received by the City for the Lease was not commercial in nature (\$1 per year), but rather was the ability to continue to exercise control over the Naples Municipal Airport.

41. At the time the Lease was entered into in 1969, it was neither foreseeable nor contemplated that the Legislature would later eliminate City control without City consent, especially by purporting to “convert” the dependent-district Airport Authority into an independent district of the State.

42. By, among other things, removing the City’s governance and control, and power to appoint the members of the Airport Authority, and by converting the Airport Authority from a dependent special district of the City to an independent special district of the State, HB 4005 has eliminated the City’s control over the Airport Authority, destroying the fundamental purpose of the Lease, rendering performance impossible, and resulting in a failure of consideration because the non-monetary consideration—City governance, oversight and control—has been eliminated. Such action by the Legislature was not expected or contemplated and was not addressed in the Lease. The City would never have entered into the Lease but for its expectation that it would, during the entire term of the Lease, be able to exercise control over the Airport Authority—a then-present state of affairs that had been enshrined in law just prior to the Lease’s execution and was understood by the Parties to the Lease to be the fundamental predicate upon which the Lease was entered.

43. All elements necessary to support a cause of action for declaratory relief are present:

- a. There is a bona fide, actual, present need for a declaration of the parties' rights under the Lease.
- b. The declaration sought deals with a present controversy as to an ascertainable set of facts regarding the continued enforceability of the Lease.
- c. The City is in doubt as to its rights under the Lease.
- d. Contractually provided rights and privileges of the City are dependent upon the law applicable to the facts.
- e. The City and Airport Authority have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.
- f. The antagonistic and adverse interests are all before this Court.
- g. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, the City respectfully requests that judgment be entered in its favor:

- a. Declaring that the Lease is discharged and the parties are excused from future performance, as the result of frustration of purpose, impossibility of performance, and/or failure of consideration, and
- b. Granting such other relief as this Court deems just and proper.

COUNT II – DECLARATORY JUDGMENT (VIOLATION OF CHAPTER 189)

44. The City realleges and incorporates by reference the allegations contained in paragraphs 1 through 36, as if fully set forth herein.

45. This is an action against all defendants for a declaratory judgment pursuant to Chapter 86, Florida Statutes, and is pled in the alternative to Count I.

46. Prior to the enactment of HB 4005, the Airport Authority was a dependent special district of the City. HB 4005 converted the Airport Authority from a *dependent* special district of the City into an *independent* special district of the State. Accordingly, HB 4005 did not merely

modify a special district, it resulted in the first creation of an independent special district of the State that did not exist prior to 2026.

47. Florida Statutes provides for a specific, uniform procedure that the State Legislature must follow in order to create an independent special district of the State, including when created by special act. *See* Section 189.03(3), Florida Statutes (“[i]t is the legislative intent to authorize a uniform procedure by general law to create an independent special district . . .”); Section 189.031(1), Florida Statutes (“[i]t is the intent of the Legislature that, after September 30, 1989, at a minimum, the requirements of subsection (3) must be satisfied when an independent special district is created.”).

48. Although HB 4005 created an independent special district of the State, it failed to meet the minimum requirements of Section 189.031(3), Florida Statutes, because the following matters, among others, were not addressed in HB 4005 or elsewhere in Chapter 69-1326, as amended:

- a. The method for amending the charter of the district, as required by Section 189.031(3)(d);
- b. The maximum compensation of a governing body member, as required by Section 189.031(3)(f);
- c. The applicable financial disclosure, noticing, and reporting requirements, as required by Section 189.031(3)(h); and
- d. Planning requirements, as required by Section 189.031(3)(n).

49. Failure to include those mandatory requirements renders the purported creation of an independent district of the State invalid.

50. As a result, the City is unable to exercise its powers, duties, and responsibilities otherwise required under prior, validly enacted laws and contemplated under the Lease for governance, oversight, and control, including exercising its appointment authorities.

51. The City has been irreparably harmed by the passage of HB 4005, which strips away its clear legal rights of governance, control, and authority of the City over the Airport Authority. The City lacks an adequate remedy at law.

52. All elements necessary to support a cause of action for declaratory relief are present:

- a. There is a bona fide, actual, present need for a declaration of the parties' rights under HB 4005.
- b. The declaration sought deals with a present controversy as to an ascertainable set of facts regarding the validity of HB 4005.
- c. The City is in doubt as to its rights under HB 4005, and whether the City has the power to continue to appoint members of the Airport Authority or whether the members are to be elected beginning in November 2026.
- d. Rights and privileges of the City are dependent upon the law applicable to the facts.
- e. The City and Airport Authority have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.
- f. The antagonistic and adverse interests are all before this Court.
- g. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity but stems from an actual controversy.

WHEREFORE, the City respectfully requests that judgment be entered in its favor:

- a. Declaring that HB 4005 is invalid because it created an independent special district of the State without addressing, either in HB 4005 or elsewhere in Chapter 69-1326, as amended, mandatory matters set forth in Section 189.031(3), Florida Statutes;
- b. Declaring that the City should continue to appoint members of the Airport Authority and that the Airport Authority should continue to exist as a dependent special district of the City, unless and until a valid law is enacted in compliance with Section 189.031(3), Florida Statutes, to the contrary;
- c. Declaring that the Supervisor of Elections should not hold an election for members of the Airport Authority in November 2026 or at any other times;

- d. Enjoining the Airport Authority and Supervisor of Elections from holding any election for members of the Airport Authority in November 2026 or at any other times; and
- e. Granting such other relief as this Court deems just and proper.

Dated: May 4, 2026.

| | |
|--|---|
| <p>WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. <i>Attorneys for City of Naples, Florida</i> 200 East Broward Boulevard, Ste. 1900 Fort Lauderdale, Florida 33301 Telephone: (954) 763-4242 Facsimile: (954) 764-7770 By: <u>/s/ Jamie A. Cole</u> JAMIE A. COLE Florida Bar No.: 767573 Primary: jcole@wsh-law.com Secondary: msaraff@wsh-law.com RICHARD B. ROSENGARTEN Florida Bar No.: 0106169 Primary: rrosengarten@wsh-law.com Secondary: szavala@wsh-law.com</p> | <p>By: <u>/s/ Matthew R. McConnell, Esq.</u> Matthew R. McConnell, Esq. Florida Bar #126161 DICKMAN LAW FIRM P.O. Box 111868, Naples, FL 34108 T: (239) 434-0840 F: (239) 434-0940 matthew@dickmanlawfirm.org service@dickmanlawfirm.org <i>City Attorney for City of Naples, Florida</i></p> |
|--|---|

EXHIBIT

“1”

L E A S E

THIS LEASE, made and entered into this 3rd day of December, 1969, by and between the CITY OF NAPLES, a municipal corporation under the laws of the State of Florida, hereinafter referred to as the Lessor, and the CITY OF NAPLES AIRPORT AUTHORITY, hereinafter referred to as the Lessee.

WITNESSETH: That for and in consideration of the covenants herein contained, the Lessor does hereby lease to the said Lessee the following described property, situated in Collier County, Florida, to-wit:

The North one-half of Section 2, Township 50 South,
Range 25 East and the South one-half of Section 35,
Township 49 South, Range 25 East, less right-of-way;

Including, but not limited to, landing fields, hangars, shops, terminals, buildings and all other facilities necessary or desirable for the landing, taking off, operating, servicing, repairing and parking of aircraft, and the unloading and handling of passengers, mail, express and freight, together with all necessary appurtenances and equipment and all properties, rights, easements and franchises relating thereto, including all lands and buildings located at the Naples Airport which may be used for any industrial, commercial or business purposes or other uses which the Lessee may determine.

TO HAVE AND TO HOLD the same for a term of Ninety-Nine (99) years from date hereof.

IT IS FURTHER PROVIDED by and between the parties hereto as follows:

1. Lessee covenants and agrees to pay as rent for said property the sum of One Dollar (\$1.00) per year.
2. Lessee shall have the right to sublet any of the above described property or equipment in its sole discretion without the consent of Lessor and shall have exclusive control thereof during the term of this lease.
3. Lessee agrees to maintain said property and to make such repairs, replacements, additions, extensions and betterments of and to the airport facilities as are deemed necessary to place or to maintain such facilities in proper condition for the safe, efficient and economic operation thereof.

4. Lessor agrees to continue the present liability and extended coverage on the leased premises until the expiration date of the existing policy on November 3, 1971. Upon the expiration of the existing policy on November 3, 1971, Lessee shall save lessor harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of the demised premises by Lessee, or its agents, or employees, or any other person using said premises; and Lessee agrees to deliver to Lessor upon the expiration of said existing policy two executed copies of a continuing public liability and property damage insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the minimum amount of \$250,000.00 for injury to any one person, \$1,000,000 per accident and \$100,000.00 for property damage, and shall keep the same in force during the term of this lease or any extension hereof.

5. Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the demised premises and the use thereof.

6. Lessor hereby assigns and transfers to the Lessee all leases now in effect covering the above described property, together with all rental now due or to become due under such leases.

IN WITNESS WHEREOF, the parties hereto have executed this lease this 3rd day of December, 1969.

ATTEST:

Elsie Lehman
Elsie Lehman, City Clerk

CITY OF NAPLES

By Wesley J. Downing
Mayor

CITY OF NAPLES AIRPORT AUTHORITY

By Lee Patten
Chairman

WITNESSES:

Barbara R. Harris
[Signature]

69-0001

Documents on file in City Clerk's Office.

Please call 239-213-1015 for access.

City of Naples

**Misc. Correspondence
RE: Naples Airport
1964 - 1983**

EXHIBIT

“2”

ENROLLED

CS/HB 4005

2026 Legislature

1
 2 An act relating to the City of Naples Airport
 3 Authority, Collier County; amending chapter 69-1326,
 4 Laws of Florida, as amended, relating to the City of
 5 Naples Airport Authority; removing provisions relating
 6 to authority members' duties and responsibilities;
 7 removing provisions that prohibit officers and
 8 employees of the city from being authority members;
 9 removing provisions that prohibit authority members
 10 from receiving compensation; providing for authority
 11 memberships by election rather than by appointment;
 12 providing requirements for elections; providing
 13 authority membership terms and qualifications;
 14 providing interim services and vacancy fillings;
 15 conforming provisions to changes made by the act;
 16 providing an effective date.

17
 18 Be It Enacted by the Legislature of the State of Florida:

19
 20 Section 1. Section 3 of chapter 69-1326, Laws of Florida,
 21 as amended by chapters 79-516 and 90-468, Laws of Florida, is
 22 amended to read:

23 Section 3. There is hereby created a body politic and
 24 corporate to be known as the City of Naples Airport Authority
 25 for the purpose of operating and maintaining the airport

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

ENROLLED

CS/HB 4005

2026 Legislature

26 facilities at the City of Naples Municipal Airport, located in
27 Collier County, Florida, or any other airport in Collier County
28 which the airport authority may contract to operate. The
29 authority is hereby constituted a public instrumentality, and
30 the exercise by the authority of the powers conferred by this
31 act shall be deemed and held to be the performance of essential
32 governmental functions.

33
34 ~~Said authority shall not transact any business or exercise its~~
35 ~~powers hereunder until or unless the city council of the City of~~
36 ~~Naples by proper resolution shall declare that there is need for~~
37 ~~the authority to function. The determination as to whether there~~
38 ~~is such need for the authority to function may be made by the~~
39 ~~city council on its own motion. In any suit, action or~~
40 ~~proceeding involving the validity or enforcement of or relating~~
41 ~~to any contract of the authority, the authority shall be~~
42 ~~conclusively deemed to have become established and authorized to~~
43 ~~transact business and exercise its powers hereunder upon proof~~
44 ~~of the adoption of a resolution by the city council declaring~~
45 ~~the need for the authority. A copy of such resolution duly~~
46 ~~certified by the clerk shall be admissible in evidence in any~~
47 ~~suit, action or proceeding.~~

48
49 The city council by an affirmative vote of four ~~(4)~~ members of
50 the council shall appoint five ~~(5)~~ persons as members

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51 ~~commissioners~~ of the authority created for the city. Three ~~(3)~~
 52 of the members ~~commissioners~~ who are first appointed shall be
 53 designated to serve for terms of 1, 2, and 3 ~~one (1), two (2)~~
 54 and ~~three (3)~~ years, respectively; and the remaining two ~~(2)~~ of
 55 such members ~~commissioners~~ shall be designated to serve for
 56 terms of 4 ~~four (4)~~ years each, from the date of their
 57 appointment. Thereafter, members ~~commissioners~~ shall be
 58 appointed as aforesaid for a term of office of 4 ~~four (4)~~ years,
 59 except that all vacancies shall be filled for the unexpired
 60 term. ~~No commissioner of the authority may be an officer or~~
 61 ~~employee of the city. A commissioner shall hold office until his~~
 62 ~~successor has been appointed and has qualified. A certificate of~~
 63 ~~the appointment or reappointment of any commissioner shall be~~
 64 ~~filed with the clerk, and such certificate shall be conclusive~~
 65 ~~evidence of the due and proper appointment of such commissioner.~~
 66 ~~A commissioner shall receive no compensation for his services,~~
 67 ~~but he shall be entitled to the necessary expenses, including~~
 68 ~~traveling expenses, incurred in the discharge of his duties.~~

69
 70 Beginning with the 2026 general election, the authority shall be
 71 composed of five members, with three members, designated as
 72 seats 1, 2, and 3, who are residents of the City of Naples, and
 73 two members, designated as seats 4 and 5, who are residents of
 74 Collier County outside of the municipal boundaries of the City
 75 of Naples. All members shall be elected by the qualified

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76 electors of Collier County. All members shall be elected at the
 77 2026 general election, with the members elected from odd-
 78 numbered seats for a term of 4 years and even-numbered seats for
 79 a term of 2 years. Thereafter, elections shall be held to
 80 replace members upon expiration of their terms with terms of 4
 81 years each.

82
 83 Each member must have spent at least 5 years engaged in
 84 financial management, small business operations, or aerospace as
 85 defined in s. 331.303, Florida Statutes. At the time of
 86 qualifying, a candidate for the authority must submit an
 87 affirmation of meeting this requirement to the Supervisor of
 88 Elections. Qualification and election of members of the
 89 authority shall be as prescribed by the general election laws of
 90 Florida.

91
 92 Members of the authority as of the effective date of this act
 93 shall serve until the certification of the November 2026 general
 94 election results. Each elected member of the authority shall
 95 hold office until a successor has been elected. A vacancy
 96 occurring during a term of a member shall be filled only for the
 97 balance of the unexpired term, such appointments to be made by
 98 the Governor.

99
 100 All meetings of the authority shall be public meetings, and the

F L O R I D A H O U S E O F R E P R E S E N T A T I V E S

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101 powers of the authority shall be vested in the members
102 ~~commissioners~~ thereof in office from time to time. Three members
103 ~~(3) commissioners~~ shall constitute a quorum of the authority for
104 the purpose of conducting its business and exercising its powers
105 and for all other purposes. Action may be taken by the authority
106 upon a vote of a majority of the members ~~commissioners~~ present,
107 unless in any case the bylaws of the authority shall require a
108 larger number. ~~The mayor with the concurrence of the city~~
109 ~~council shall designate which of the commissioners appointed~~
110 ~~shall be the first chairman, but when the office of the chairman~~
111 ~~of the authority thereafter becomes vacant, the authority shall~~
112 ~~select a chairman from among its commissioners.~~ The authority
113 shall select from among its members ~~commissioners~~ a chair and a
114 vice chair ~~chairman~~, and it may employ a secretary (who shall be
115 executive director), technical experts and such other officers,
116 agents and employees, permanent and temporary, as it may require
117 and shall determine their qualifications, duties and
118 compensation. For such legal services as it may require, the
119 authority may call upon the chief law officer of the city or may
120 employ its own counsel and legal staff. The authority may
121 delegate to one ~~(1)~~ or more of its agents or employees such
122 powers or duties as it may deem proper.

123

124 ~~For inefficiency or neglect of duty or misconduct in office, a~~
125 ~~commissioner of the authority may be removed by an affirmative~~

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126 ~~vote of five (5) members of the city council, but a commissioner~~
127 ~~shall be removed only after he shall have been given a copy of~~
128 ~~the charges at least ten (10) days prior to the hearing thereon~~
129 ~~and had an opportunity to be heard in person or by counsel. In~~
130 ~~the event of the removal of any commissioner, a record of the~~
131 ~~proceedings, together with the charges and findings thereon,~~
132 ~~shall be filed in the office of the clerk.~~

133 Section 2. This act shall take effect upon becoming a law.

EXHIBIT

“3”

RESOLUTION 2026-3

A RESOLUTION OF CITY OF NAPLES AIRPORT AUTHORITY INITIATING CONFLICT RESOLUTION PROCEDURES PURSUANT TO CHAPTER 164, FLORIDA STATUTES, THE FLORIDA GOVERNMENTAL CONFLICT RESOLUTION ACT, REGARDING A CONFLICT BETWEEN CITY OF NAPLES AIRPORT AUTHORITY AND CITY OF NAPLES; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY ACTIONS RELATING TO THE CONFLICT RESOLUTION PROCEDURES AND LITIGATION, INCLUDING, BUT NOT LIMITED TO, ENGAGING COUNSEL, PARTICIPATING IN CONFLICT ASSESSMENT MEETING AND FILING AND PURSUING COMPLAINTS, MOTIONS TO INTERVENE, CLAIMS AND OTHER PLEADINGS, MOTIONS AND FILINGS IN LITIGATION; AND PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City of Naples Airport Authority, an independent special district of the State of Florida (the "Authority"), was created by the City of Naples Airport Authority Act, Laws of Fla. ch. 69-1326, as amended by Laws of Fla. ch. 75-451, Laws of Fla. ch. 79-516, Laws of Fla. ch. 83-470, Laws of Fla. ch. 90-468, Laws of Fla. ch. 2003-308 and Laws of Fla. ch. 26-___ (formerly HB 4005 (2026)) (collectively the "Enabling Act");

WHEREAS, the powers of the Authority are vested in five (5) members (each a "Member" and collectively the "Board") pursuant to the Enabling Act;

WHEREAS, Section 4 of the Enabling Act authorizes and empowers the Authority, among other things, "[t]o sue and be sued in its own name, plead and be impleaded" and "[t]o do all acts and things necessary or convenient to carry out the powers granted by . . . [the Enabling Act]";

WHEREAS, Section 3 of the Enabling Act provides "[t]he [A]uthority may delegate to one or more of its agents or employees such powers or duties as it may deem proper";

WHEREAS, Article IV, Section 2, of the Bylaws for the Governance and Operation of City of Naples Airport Authority adopted on February 15, 2024 (the "Bylaws"), states "[t]he Board shall contract with an individual to serve as Executive Director [of the Authority,]" "[t]he Executive Director shall serve as Secretary to the Board and Chief Operating and Chief Financial Officer of the Authority" and "[t]he powers and duties of the Executive Director shall be delegated to him by the Board annually by resolution for that purpose";

WHEREAS, the Board has delegated certain powers and duties to the Executive Director of the Authority for the purpose of carrying out the powers granted by the Enabling Act pursuant to Resolution 2026-1 of the Authority titled "Resolution of City of Naples Airport Authority Delegating Certain Administrative and Operation Powers and Duties to the Executive Director; and Repealing Resolution No. 2025-1" (the "Delegation Of Powers");

WHEREAS, Article I, Sections B and E, of the Delegation Of Powers provide "the responsibility for all Authority administration and operations rests with the Executive Director, subject to and consistent with the [D]elegation [O]f [P]owers[.]" and "[t]his [Delegation Of Powers] Resolution delegates to the Executive Director such decision-making authority as is consistent with his roles as chief operating officer, chief financial officer, and Secretary to the Board obtaining, when necessary or appropriate, the advice and consent of the Board .

. . [and] [t]hese titles shall incorporate the duties and responsibilities of chief executive officer of the Authority”;

WHEREAS, the Authority is the operator of the Naples Municipal Airport (the “Airport”), is the Airport sponsor, is the Airport proprietor and is the holder of the Airport Operating Certificate pursuant to federal law and regulations;

WHEREAS, the Airport is located, in part, on land leased from the City of Naples, a Florida municipal corporation (the “City”), pursuant to a 99-year lease between the City and the Authority, dated December 3, 1969 and recorded at O.R. Book 488, Page 227, of the Public Records of Collier County, Florida (the “Lease”);

WHEREAS, part of the Airport, including a portion of the Air Operations Area (AOA), is located on land owned in fee simple by the Authority;

WHEREAS, the operation of the Airport, including all aeronautical activities on the Airport, is regulated by federal law and regulations and must operate within the terms of policies and procedures dictated by the Federal Aviation Administration;

WHEREAS, the City has asserted that it has the authority to regulate aeronautical land uses and activity on the Airport;

WHEREAS, the Authority has asserted that the City’s attempts to regulate aeronautical land uses and activity on the Airport is preempted by federal law and contrary to Florida law;

WHEREAS, the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes (“Chapter 164”), authorizes the Authority to initiate the conflict resolution procedures set forth therein (collectively the “Conflict Resolution Procedures”) prior to initiating court proceedings against the City; and

WHEREAS, the Board of the Authority finds that it is in the best interests of the Authority to initiate the Conflict Resolution Procedures set forth in Chapter 164 in an effort to resolve the issues described herein prior to the initiation of court proceedings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE AUTHORITY AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby ratified and incorporated herein as if fully set forth below;

Section 2. The Board hereby determines that a conflict exists between the Authority and the City;

Section 3. The issues in the conflict include, without limitation:

(a) Whether the City’s attempts to exercise land use, zoning, and other authority over aeronautical land uses and activity at the Airport is preempted by federal law and contrary to Florida law;

(b) Whether the City may terminate or deem unenforceable the Lease without first obtaining Federal Aviation Administration approval to close the Airport

pursuant to federal law or first obtaining an Airport Operating Certificate and becoming an airport sponsor pursuant to federal law;

(c) Whether the City may terminate or deem unenforceable the Lease without the Authority's consent unless it first obtains Federal Aviation Administration approval for a change in ownership or governance of the Airport;

(d) Whether the City can obtain an Airport Operating Certificate and become an airport sponsor pursuant to federal law without obtaining the approval of the Federal Aviation Administration, which approval is subject to federal law, so long as the Authority does not consent to such actions by the City;

(e) Whether the City can obtain an Airport License pursuant to Florida law, if the Authority does not consent to such actions by the City; and

(f) Any other issue, argument, claim, or dispute arising out of or related to laws affecting the Authority, the City or the Airport, the Lease or other agreements between the City and the Authority, regulation of aeronautical land uses and activity at the Airport and/or the respective rights and interests of the City and the Authority with respect to the Airport and related matters.

Section 4. The Board finds that the Authority has a good faith basis for initiating the Conflict Resolution Procedures, and that use of those procedures is appropriate prior to the initiation of court proceedings;

Section 5. The Authority hereby states its intention to initiate the Conflict Resolution Procedures, prior to initiating court proceedings to resolve the conflict between the Authority and the City;

Section 6. The Executive Director of the Authority is hereby directed and authorized to engage Authority Counsel and all other special counsel (collectively "Special Counsel") deemed necessary or appropriate from time to time by the Executive Director to represent and protect the interests of the Authority in the Conflict Resolution Procedures and in any and all litigation, court proceedings, administrative proceedings or other actions that may be initiated or otherwise pursued by the Authority against the City (collectively "Litigation") directly or indirectly arising out of or relating to the Conflict Resolution Procedures or any other issues, arguments, claims or disputes between the Authority and the City or their respective rights and interests with respect to the Airport or related matters;

Section 7. The Executive Director of the Authority is hereby directed, authorized and granted full discretion to take and proceed with in good faith any and all steps or actions in any phase of the Conflict Resolution Procedures, including the conflict assessment meeting required by Chapter 164 (the "Conflict Assessment Meeting"), that the Executive Director (with the assistance of Authority Counsel and Special Counsel) deems necessary or appropriate from time to time to protect the interests of the Authority, and, without limiting the generality of the foregoing, the Executive Director (with the assistance of Authority Counsel and Special Counsel) is fully empowered on behalf of the Authority at the Conflict Assessment Meeting to (i) discuss the issues pertaining to the conflict and an assessment of the conflict from the perspective of the Authority, the City and

any other governmental entity involved, (ii) negotiate and propose a tentative resolution to the conflict as the Executive Director deems to be in the best interest of the Authority, (iii) request the assistance of a facilitator for the Conflict Assessment Meeting, (iv) schedule additional meetings for informal negotiations in order to reach a tentative resolution of the conflict, (v) recommend settlement to the Board of the Authority if a tentative resolution to the conflict can be agreed upon at the Conflict Assessment Meeting, (vi) schedule a joint public meeting between the Authority and the City to occur within fifty (50) days of the City's receipt of the notice letter from the Authority required by section 164.1052, Florida Statutes (the "Notice Letter"), in the event that no tentative resolution can be agreed upon at the Conflict Assessment Meeting and (vii) request mediation, if necessary, on behalf of the Authority after the conclusion of the Conflict Assessment Meeting;

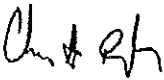
Section 8. In the event there is failure to resolve the conflict between the Authority and the City through the Conflict Resolution Procedures provided by Chapter 164 or if the City initiates or otherwise pursues litigation, court proceedings, administrative proceedings or other actions against the Authority or any other party which directly or indirectly arises out of or relates to issues in conflict with the Authority pursuant to Chapter 164 conflict resolution procedures initiated by the City or any other issues or disputes between the City and the Authority or their respective rights and interests with respect to the Airport or related matters, the Executive Director is hereby directed, authorized and granted full discretion to initiate, commence, join, take, proceed with and pursue in good faith any and all Litigation against the City and any and all other litigation, court proceedings, administrative proceedings or other actions against any other party that the Executive Director (with the assistance of Authority Counsel and Special Counsel) deems necessary or appropriate from time to time to protect the interests of the Authority, and, without limiting the generality of the foregoing, the Executive Director is fully empowered on behalf of the Authority to (i) initiate, prepare, execute, file, commence, intervene and pursue any and all complaints, motions to intervene, claims and other pleadings, motions and filings in Litigation against the City and in other litigation, court proceedings, administrative proceedings and actions against any other party and (ii) recommend settlement to the Board of the Authority if a tentative resolution to Litigation against the City or other litigation, court proceedings, administrative proceedings and actions against any other party can be agreed upon between the applicable parties thereto;

Section 9. The Executive Director of the Authority is hereby directed and authorized to take all actions as may be necessary or appropriate from time to time to implement this Resolution as the Executive Director (with the assistance of Authority Counsel and Special Counsel) determines to be in the best interest of the Authority, including transmitting a certified copy of this Resolution together with the Notice Letter, by certified mail, return receipt requested, to the appropriate officials of the City, and to take such further action as may be required to proceed in accordance with Chapter 164;

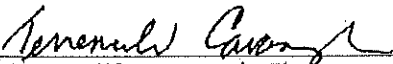
Section 10. Any scrivener's errors contained herein which do not change the intent of this Resolution may be corrected by the Executive Director of the Authority; and

Section 11. This Resolution shall become effective immediately upon adoption.

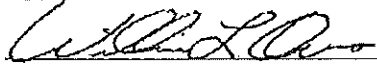
DULY PASSED AND ADOPTED IN OPEN MEETING OF THE BOARD OF THE AUTHORITY
THIS 30TH DAY OF APRIL, 2026.

Attest: 

Christopher A. Rozansky
Executive Director

CITY OF NAPLES AIRPORT AUTHORITY,
a political subdivision of the State of Florida
By: 

Terrence W. Cavanaugh, Chair

Approved as to form and legal sufficiency by:


William L. Owens
Authority Counsel

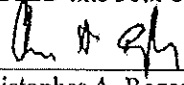
Certification Statement

I, Christopher A. Rozansky, Executive Director of the City of Naples Airport Authority (the "Authority"), hereby certify that the attached is a true and correct copy of a record appearing in the files of the Authority:

Resolution 2026-3 [three (3) two (2) sided pages with a total of five (5) sides]

CERTIFIED this 30th day of April, 2026.

By:



Christopher A. Rozansky, Executive Director
of the City of Naples Airport Authority

Legal Process for Transfer and Interlocal Agreement

The Local Bill contemplates transfer of the System through cooperation between the City and District. This process would be initiated by the District once it is established by passing a Resolution “inviting” the City to negotiate an interlocal service boundary agreement pursuant to Chapter 171, Part II. Once invited the City would pass a Responding Resolution accepting the invitation and generally summarizing the purpose of the negotiation. The timelines for these resolutions and responses are set forth in 171.203, F.S. but are really governed by the Local Bill timelines which are compressed.

The Interlocal Agreement, if negotiated and agreed to, would address any issue concerning service delivery, fiscal responsibilities, or boundary adjustment. The statute governing Interlocal Agreements does not authorize one local government to require another local government to enter into an interlocal service boundary agreement. However, when the process for negotiating an interlocal service boundary agreement is initiated, the local governments shall negotiate in good faith to the conclusion of the process. Section 171.203, F.S. Nonetheless, the Local Bill Section 3. states that if the parties fail to enter into an agreement the District will simply make all “determinations.”

It is anticipated that the City will provide to the District general information regarding utility assets, financial information (books, billing, liabilities and contractual obligations), regulatory information (permits etc.) and employee information. It is anticipated that the District consultants and representatives will take this information and ensure that an orderly transition occurs. We can expect to answer any inquiries as to the information provided and focus on ensuring that the City is relieved of obligation on utility debts and contractual matters. After December 1, 2026 the City will not have a revenue source to fund activities related to the transfer unless a reimbursement scheme is agreed to in the Interlocal Agreement.

The City should focus on specific terms and conditions to be negotiated as part of any Interlocal Agreement. Terms may include:

1. Handling of Real Estate upon which the Utility System improvements are located
 - a. Sale to District
 - b. Ground Lease to District (terms of lease?)
2. Charges to the City for Water, Wastewater and Reuse service
3. Terms of Indemnification of the City by the District
4. Cooperation with City moving forward and any compensation for the same.
5. Reimbursement scheme post December 1, 2026 if any additional City transition efforts are required.