



TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FUNDING APPLICATION

A continuation of the Surface Transportation Block Grant, TA funding is by contract authority from the Highway Trust Fund, subject to the overall federal-aid obligation limitation determined by the Federal Highway Administration (FHWA). Projects must support surface transportation, be competitively solicited, and comply with the provisions of the FDOT Work Program Instructions and the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) [§ 11109; 23 United States Code (U.S.C.) 133(h)]. District representatives may be [contacted](#) for guidance.

PART 1 – APPLICANT INFORMATION

1. Applicant Agency Sponsor Type. Select the box indicating the agency of the person who can answer questions about this project proposal. Then complete applicable text fields. Note: State-recognized non-profit agencies may partner with an eligible governmental entity but are not eligible as a direct grant recipient.

Checkbox next to each of the following types of agencies that do not indicate text field. Document allows one selection.

Local government (e.g., county, city, village, town, etc.).

Regional transportation authority or transit agency.

Natural resource or public land agency.

School district, local education agency, or school (may include any public or nonprofit private school). Projects should benefit the public and not just a private entity.

Recognized Tribal Government.

Other local or regional governmental entity with oversight responsibility for transportation or recreational trails, consistent with the goals of 23 U.S.C. 133(h).

Metropolitan / Transportation Planning Organization / Agency (collectively MPO) (only for urbanized areas with less than 200,000 population).

FDOT (only by request of another eligible entity, then enter the requesting entity). If “checked”, enter the requesting entity in the space provided.

2. Agency name of the applicant.

3. Agency contact person’s name and title.

4. Agency contact person’s telephone number and email address.

PART 2 – LOCAL AGENCY PROGRAM (LAP) CERTIFICATION

LAP is FDOT's primary mechanism to provide governmental subrecipients with federal funds to develop transportation infrastructure facilities through cost-reimbursement (grant) agreements. This legal instrument (the grant agreement) will describe intergovernmental tasks to be accomplished and the funds to be reimbursed for selected projects. The FDOT Local Programs Manual and FDOT Procedure 525-010-300 provides details for local agencies to complete a certification process that is a risk-based assessment evaluating whether they have sufficient qualifications and abilities "to undertake and satisfactorily complete the work" for infrastructure projects. Non-profit organizations are not eligible for LAP certification, local agencies are not eligible for certification of Project Development and Environment (PD&E) or Right-of-Way (ROW) acquisition phases. FDOT is required to provide oversight on fee-simple and less-than-fee ROW acquisition phases, including license agreements, encroachment agreements, perpetual easements, temporary construction easements, and donations.

LAP Full Certification

Provide:

Approval Date: _____ and Expiration Date: _____

Responsible Charge Name: _____

LAP Project Specific Certification

Provide:

Approval Date: _____ Project FM(s) Number: _____

Responsible Charge Name: _____

Not LAP Certified – A LAP Certified Agency will deliver the project on behalf of the uncertified Agency.

Provide:

Sponsoring
Agency Name: _____

Contact
Name: _____

Address: _____

Phone: _____

Not LAP Certified - FDOT District will administer the project.

Provide:

FDOT Contact Name: _____

Phone: _____

Not LAP Certified – the Agency will become LAP certified 1 year prior to the delivery of the LAP project.

Not Applicable – this is a Non – Infrastructure Project.

PART 3 – PROJECT INFORMATION

1. Project Name / Title:

2. Is this a resubmittal of a previously unfunded project? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the year(s) of submittal(s) and include project title(s), if different, in the space provided.

Yes

No

3. Does this project connect a previously funded project(s)? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the Financial Management (FM) number(s) and provide a brief description of the other related FDOT-funded phases that are complete, underway, or in the FDOT 5-year Work Program.

Yes

No

4. Is funding requested for this same project from another source administered by FDOT? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate funding source(s) / application(s) submitted. NOTE: Contact your district representative to discuss if this same project is partially funded in the 5-year Work Program or if FDOT has received another application for funding it.

Yes

No

5. What are you proposing in this application? In 200 words or less, provide a description of the project and what it will accomplish. The description should allow a person without prior knowledge of the project to clearly understand it. Summarize the purpose, need, project attributes, the relationship to surface transportation, how the project improves safety, and expected benefits.

REQUIRED UPLOAD: PROJECT INFORMATION SUPPORTING DOCUMENTATION including 1) Scope of Work clearly describing the purpose and need for this project and the desired outcome; detailed description of the existing conditions; and detailed description of the proposed project and major work item improvements (e.g., project limits (begin / end), width of sidewalks or trails and other components, materials, drainage, lighting, signing and pavement markings, etc.). 2) Intent to enter into a cost reimbursement agreement for delivering the project. 3) Signed PROJECT CERTIFICATION from the maintaining agency confirming the applicant is authorized to submit the proposal, the information is accurate, intent to enter into a Memorandum of Understanding or Interagency Agreement for ongoing operations and maintenance of the improved facility, and compliance with all federal and state requirements.

PART 4 – PROJECT LOCATION

1. Indicate the municipality(ies) of the project location.

2. Indicate the county(ies) of the project location.

3. Roadway Classification

Yes No State roadway (on-system)

Yes No Federal roadway

Yes No Local roadway (off-system)

4. Indicate the roadway name(s) [including applicable state, federal, county road number(s), local roadway name, and roadway identification number (e.g., SR 5 / US 1 / CR 904 / Overseas Highway / ID number: 90040000)].

5. Indicate the roadway beginning project limits (south or west termini), mile points, and crossroads at each end of each listed segment.

6. Indicate the roadway ending project limits (north or east termini), mile points, and crossroads at each end of each listed segment.

7. Indicate the total project length, in miles and linear feet.

8. Does the project involve the Florida Shared-Use Nonmotorized (SUN) Trail network? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the trailway identification number, beginning and ending mile points.

Yes No

9. Within the next five years, are non-FDOT funds being expended within the limits or adjacent to the proposed project? If not, select “no” and indicate N/A in the space provided. If so, select “yes”, and briefly explain.

Yes No

PART 5 – PROJECT TYPE

NOTE: Certain areas may not be prioritizing Non-infrastructure (NI) proposals or all eligible infrastructure activities (or may recommend bundling activities together). Contact your district representative for guidance.

1. PROJECT CATEGORY Select one box that best represents the project proposal. Then, complete either the “Infrastructure” or “NI” selections.

A. Infrastructure. If so, select “yes”, then select the most appropriate “infrastructure” eligible activity from listing below. (Pages range 5-6)

B. Non-infrastructure (NI). If so, select “yes”, then select the most appropriate NI eligible activity from the listing following the Infrastructure activities. (Page range 7)

5-A. INFRASTRUCTURE ELIGIBLE ACTIVITY

Select one box that best represents the project proposal. As applicable, complete infrastructure eligible text fields.

Pedestrian and / or Bicycle facilities (Select this box for construction, planning, and design of off-road trail facilities or on-road facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation).

Safe Routes for Non-Drivers (Select this box for construction, planning, and design of infrastructure related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs).

Conversion of Abandoned Railway Corridors to Trails (Select this box for conversion and use of abandoned railroad corridors into trails for pedestrians, bicyclists, or other nonmotorized transportation users).

Scenic Turnouts and Overlooks (Select this box for construction of turnouts, overlooks, and viewing areas). If “yes”, list any Florida Scenic Byways visible from the project or indicate N/A in text field.

Outdoor Advertising Management (Select this box for inventory, control, or removal of outdoor advertising). If “yes”, list any Florida Scenic Byways within the project limits or indicate N/A in text field.

Historic Preservation and Rehabilitation of Historic Transportation Facilities (Select this box for historic preservation or rehabilitation of historic transportation facilities). If “yes”, list any locally designated or National Register of Historic Places listed or eligible resources or indicate N/A in the text field.

Vegetation Management (Select this box for vegetation management in public transportation ROW to improve roadway safety, prevent invasive species, and erosion control). If “yes”, list any Florida Scenic Byways within the project limits, or indicate N/A in text field.

Archaeological Activities (Select this box for archaeological activities related to impacts from transportation projects funded by FHWA). If “yes”, list the State Site Number (aka Site File Number) for the archaeological site, or indicate N/A in the text field.

Stormwater Mitigation (Select this box for environmental mitigation activities addressing stormwater management, control, and water pollution prevention or abatement related to transportation projects).

Wildlife Management (Select this box for wildlife mitigation and reduction of wildlife mortality, or to restore and maintain connectivity among terrestrial or aquatic habitats).

Boulevards (Select this box for boulevards, defined as a walkable, low speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians, and bicyclists. These may be high ridership transit corridors; serve as primary goods movement and emergency response routes; and use vehicular and pedestrian access management techniques that promote economic revitalization and follow FDOT Context-Based Solutions). If “yes”, list any Florida Main Street communities or Florida Trail Towns within the project limits, or indicate N/A in text field.

Recreational Trails Program (Select this box for recreational trails compliant with 62-S-2, Florida Administrative Code, and 23 U.S.C. 104 (b)). If “yes”, list the parks / recreational areas within the project limits, or indicate N/A in the text field.

Safe Routes to Schools (SRTS) [Select this box for SRTS projects, codified as 23 U.S.C. 208, that substantially improves the ability of kindergarten through 12th grade students (vulnerable road users) to walk and / or bicycle to school]. Traditionally includes sidewalks, traffic calming and speed reduction, traffic diversion improvements, pedestrian and bicycle crossings, on-street bicycle facilities, off-street bicycle facilities, and bicycle parking facilities at public schools. If “yes”, list the benefiting schools that are within two miles of the project limits; total student enrollment; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in the space provided.

Other surface transportation eligible purpose (Only if within urbanized areas with a population greater than 200,000). If “yes”, list the eligible activity or indicate N/A in the space provided.

Select one box that represents the project proposal. Checkbox indicating NI eligible activity. Document allows one selection.

Vulnerable road user safety assessment as defined by Section 316.027 (b), F.S.

Workforce development, training and education activities that are eligible uses of TA funds.

SRTS projects, codified as 23 U.S.C. 208. This NI activity must be primarily based at the school and benefit students and / or their parents and have documented support from the school(s). If "yes", list the benefiting schools; total student enrollment and students served by project; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in space provided.

NI COMPONENTS As applicable, insert the number of each type of proposed activity. Numerical field indicating total number NI program would provide.

Number of walk or bicycle audits.

Number of bicycle skills / safety classes.

Number of pedestrian skills / safety classes.

Number of community demonstration projects.

Number of community encouragement activities.

Number of community challenges.

Number of community workshops / stakeholder meetings.

Number of classroom / educational classes receiving pedestrian / bicycle safety instruction / education.

Number of school assemblies receiving pedestrian / bicycle safety instruction / education.

Number of training sessions to implement the SRTS program (e.g., training for volunteer walking school bus leaders, training for bicycle train leaders, etc.).

Number of after school programs receiving pedestrian / bicycle safety instruction / education.

Number of bicycle rodeos.

Number of pedestrian safety skills events.

Number of schools with walking school bus programs (defined as planned route with meeting points, a timetable, and a schedule of trained volunteers).

Number of schools with bicycle train programs (defined as a planned route with meeting points, a timetable, and a schedule of trained volunteers).

Number of student-led leadership initiatives (e.g., student patrols, peer-led learning, etc.).

PART 6 – AREA CONDITIONS

Select applicable boxes describing the area and complete applicable text fields. Then, upload supporting documentation.

1. Select one box that describes the geographic population size of the project area.

- Non-Urban Area with a population of 5,000 or less
- Urban Area with a population greater than 5,000 but no more than 50,000
- Urban Area with a population greater than 50,000 but no more than 200,000
- Urban Area with a population greater than 200,000

2. Is the project within the boundary of an MPO*? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the MPO in the space provided.

Yes No

3. Is the project within the boundary of a Transportation Management Area (TMA)? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the TMA in the space provided.

Yes No

4. Is the project within a Rural Economic Development Initiative (REDI) community or designated as a Rural Area of Opportunity (RAO) as defined pursuant to Section 288.0656, F.S.? If not, select “no”, and indicate N/A in the space provided. If so, select “yes” and indicate the REDI / RAO in the space provided.

Yes No

5. Indicate the United States Congressional District number(s) of the project location.

6. Will the project address transportation access by improving conditions and / or address solutions by providing mobility improvements for disadvantaged groups, underserved communities, and / or non-drivers (e.g., children, older adults, those with limited / restricted transportation options, people with health conditions or impairments, or vulnerable road users)? If not, select “no” and indicate N/A in the space provided. If so, select “yes” and briefly explain how the project improves conditions (e.g., community access point(s) and destinations the project benefits, free or reduced-priced school meals, and how SRTS projects benefit the students, etc.).

Yes No

7. Are there transit stops / shelters / support facilities within the project limits? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the identification number.

Yes No

8. Is the project within a high-crash pedestrian corridor (or an area with a history of crashes involving pedestrians)?

Yes No

* *Metropolitan / Transportation Planning Organization / Agency (MPO)*

9. Is the project within a high-crash bicycle corridor (or an area with a history of crashes involving bicyclists)?

Yes No

10. Would the project implement a bicycle or pedestrian action plan(s)? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and specify the name of the plan and date of adoption.

Yes No

REQUIRED UPLOAD: AREA CONDITIONS SUPPORTING DOCUMENTATION (e.g., excerpt pages from adopted plans or studies, maps illustrating transit facilities and connectivity to the improvement, short statement of support with a signature of the school official and their contact information for SRTS projects, collision heat maps / crash data for area surrounding project limits, etc.).

PART 7 – PUBLIC INVOLVEMENT

Public involvement, engagement, and collaboration is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding. Indicate which of the following are applicable (Select all that apply). Complete the text field or indicate N/A in the space provided. Then, upload supporting documentation.

1. Does the greater community support the project, as demonstrated by recently adopted proclamations or resolutions expressing commitment and public engagement? If “yes”, explain the engagement and how the concept evolved based on public involvement. Indicate the resolution number, adoption date, and participating parties in the space provided. If “no”, indicate N/A in the space provided.

Yes No

2. Was the project discussed at a regularly scheduled meeting of an advisory board of an appointed group of citizens, such as bicycle pedestrian advisory groups or similar committee that provides support toward the project? If “yes”, provide meeting information, including the date and type of advisory board meeting, and the input received. If “no”, indicate N/A in the space provided.

Yes No

3. Was there an advertised public meeting to discuss the project? If “yes”, provide a brief description, including the input received, how the concept evolved based on public involvement, date, and type of meeting. If “no”, indicate N/A in the space provided.

Yes No

4. Do recent community surveys indicate both need and support for the project and stakeholders will continue to be engaged in the implementation of the project? If “yes”, briefly explain. If “no”, indicate N/A in the space provided.

Yes No

REQUIRED UPLOAD: PUBLIC INVOLVEMENT SUPPORTING DOCUMENTATION (e.g., resolution, proclamation, regularly scheduled meeting agenda and minutes, public meeting advertisement, community survey, letters of support, etc.).

Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), and / or the long-term management plan(s)? [Note: Board of County Commissioners functions as MPO in nonmetropolitan areas (Section 339.135(4)(c)1, F.S.)]. If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and use the text field to explain consistency, include MPO prioritization number. If a modification is required, indicate the meeting date for adoption.

Yes No

REQUIRED UPLOAD: CONCURRENCY / CONSISTENCY SUPPORTING DOCUMENTATION (e.g., supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), capital improvement plan(s), management plan(s), prioritization list, etc.).

PART 9 – ENVIRONMENTAL CONDITIONS

Select the boxes describing the Environmental Conditions. As applicable, complete the text field or indicate N/A in the space provided. Then, upload supporting documentation. Applicants for NI proposals may skip the Environmental Conditions section.

1. Does the project involve lands identified by the Florida Wildlife Corridor Act of 2021 [Section 259.1055, Florida Statutes (F.S.)]?

Yes No

2. Does the project involve state-owned conservation lands? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the state-owned conservation lands. NOTE: Use of state-owned conservation lands is subject to coordination by the managing entity.

Yes No

3. Does a railway facility exist within 1,000 feet of the project limits? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate railway facility.

Yes No

4. Does the project physically cross a railway facility? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the crossing’s railway identification number, and beginning and ending mile points.

Yes No

5. Would the project provide lighting at locations with nighttime crashes? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe the proposed lighting in the space provided.

Yes No

6. Would the project implement an adopted Americans with Disabilities Act (ADA) transition plan? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe proposed ADA improvements in the space provided.

Yes No

7. Is an Environmental Assessment for the project complete? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe any specific issues in the space provided.

Yes No

8. Is the project adjacent to locally designated or National Register of Historic Places (NRHP) listed or eligible resources? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list resources, indicate if the resources have received Florida Department of State Historic Preservation Grant funds, and explain any preservation agreements, covenants, or easements in the space provided. If applicable, select “unknown”.

Yes No Unknown

9. Are there any archaeological sites or Native American sites located within or adjacent to the project boundary? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list State Site Number (aka Site File Number) for the sites. If applicable, select “unknown”.

Yes No Unknown

10. Are there any parks, recreation areas, or wildlife / waterfowl refuges within or adjacent to the project boundary? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list the facilities in the space provided.

Yes No

11. Are there any navigable waterways adjacent to or within the project boundary? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list the navigable waterways.

Yes No

12. Are there any wetlands within or adjacent to the project limits? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. Include permit types required and any obtained for the project.

Yes No

13. Is it likely that there are protected / endangered / threatened species and / or critical habitat impacts within the project limits? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. If applicable, select “unknown”.

Yes No Unknown

14. Are there any potential contamination / hazardous waste areas within or adjacent to the project limits? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. If applicable, select “unknown”.

Yes No Unknown

15. Are there any noise-sensitive areas near the project area? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. If applicable, select “unknown”

Yes No Unknown

REQUIRED UPLOAD for Infrastructure (not applicable for NI): ENVIRONMENTAL CONDITIONS SUPPORTING DOCUMENTATION (e.g., labeled photographs on maps depicting conditions, permits, copy of the entire study or environmental assessment, excerpt pages from adopted plans, etc.).

PART 10 – DESIGN / TYPICAL SECTIONS

Select the boxes describing the design status and complete the text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Design / Typical Section.

1. Are signed and sealed design plans available for this project?

Yes

No

2. If design plans are not at 100 percent, or do not meet current standards and / or reflect existing conditions, select the box identifying the status and briefly describe in the space provided.

No design plans

30% design plans

60% design plans

90% design plans

Other:

3. If design is at 100 percent, indicate the date of the plans. Then, briefly describe in the space provided.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): Typical Section(s) depicting existing and proposed features, dimensions, and ROW lines. If there are multiple segments, provide typical sections for each. If available, provide design plans.

Select the boxes describing the Ownership / ROW Status and complete applicable text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Ownership / ROW Status section.

1. Is ROW acquisition, defined as obtaining property not currently owned by the Local Agency through any means (e.g., deed, easement, dedication, donation, etc.), necessary to complete this project?

Yes

No

2. Explain the ROW status (owned / fee simple, leased / less-than fee, and / or needs) along the project boundary, including when ROW was obtained and how ownership is documented (e.g., plats, deeds, prescriptions, certified surveys, transfers, easements). Provide information for verifying ownership (e.g., book / page number, transfer agreements, dates, etc.). If ROW acquisition is necessary before constructing the proposed project and / or the applicant agency is not the landowner, indicate the necessary coordination with other owners for all fee-simple purchases and / or any less-than fee / lease needs (including temporary construction and / or other easements and / or permits for drainage, railroad, utilities, etc.) necessary to secure ROW certification. Indicate the proposed acquisition timeline, expected funding source, the total number of parcels, type of acquisition, limitations on fund use or availability, and who will acquire and retain ownership of proposed land.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): OWNERSHIP / ROW STATUS

SUPPORTING DOCUMENTATION including applicable ROW Certification including ownership verification documenting site control and related landowner supporting documentation. Site control documents must include an adequate legal description of the parcel(s) comprising the project site, such that staff can compare it to the boundary map submitted with the application and evaluate whether there is control of the project site (e.g., ROW Certification, ROW maps, plats, warranty deeds, prescriptions, certified surveys, easements, use agreement, etc.). Maps should clearly show the location of each ownership in relation to the project boundary and / or limits. NOTE: provide map documentation on 8.5" x 11" scale. DO NOT provide reduced copies of original plats and or maps that cannot be read at scale. If applicable, an exhibit visually depicting the new ROW anticipated for the project, together with a spreadsheet providing the tax identification number(s) of each impacted parcel and the approximate size of the new acquisition area for each impacted parcel.

PART 12 – PROJECT IMPLEMENTATION AND COSTS

Complete either the Infrastructure Table Summary with the overall project programming (phases, schedule, and estimated costs for the proposed work) or the NI Cost Narrative Table. Then, upload supporting documentation.

Not all phase types may be eligible for TA funds, and not all areas prioritize all phases. Local agencies are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction; account for them using local funds. FDOT does not allow programming TA funds for contingency costs. The local agency must have the ability to pay for non-participating costs (e.g., utility relocation). Chapter 337.14, F.S. prohibits an entity from performing both design services and construction engineering inspection services (CEI) for a project wholly or partially funded by the FDOT and administered by a local government entity.

REQUIRED UPLOAD: PROJECT IMPLEMENTATION AND COSTS SUPPORTING DOCUMENTATION.

- 1) Either provide a detailed engineer cost estimate if the project is designed or if the project has not been designed or is a NI project, provide a detailed opinion of probable costs (including all pay items and a timeline for deliverable).
- 2) As applicable, letter from local agency budget office committing local funds to the project.

*** Note: Applications for NI Projects to skip to page 15.***

Infrastructure Project Phases / Work Types	Select phase(s) included in this request	INFRASTRUCTURE Table Summary Overall Project Programming (Cost Summary and Schedule)						Total Cost Estimate (\$)	
		Schedule (Month/Year)		Funding sources and costs (\$)					
		Start (mm/yy)	End (mm/yy)	TA Program (\$)	Other Federal (\$)	Non-Federal / Local Funds	Other (\$)		
Planning Development (Corridor or Feasibility)									
PD&E									
Preliminary Engineering / Design (PE)									
Environmental Assessment (associated with PE)									
Permits (associated with PE)									
ROW									
Construction									
CEI									
Other costs (describe)									
Total Infrastructure Project Cost Estimate									

***** Note: applications for infrastructure projects do not need to fill out this page*******NI Cost Narrative Table**

Below each item, explain how the item will support the program, and other appropriate details.

Budget Item	Requested Funds
Personnel Services (List titles and totals in first boxes below) In Narrative, include numbers of hours, hourly rates, who this person is, and whether it's a new position or new hours and duties added to an existing position.	
Narrative:	
Narrative:	
Narrative:	
Expenses	
Materials and Supplies:	
Educational items:	
Promotional Items:	
Other Expenses:	
Operating Capital Outlay	
Equipment:	
Total NI Project Cost Estimate	

FDOT Transportation Alternatives Program:

<https://www.fdot.gov/planning/systems/systems-management/tap>

FDOT Local Programs Manual:

<https://www.fdot.gov/programmanagement/lap/lap-toc.shtm>

FDOT Office of Environmental Management PD&E Manual:

<https://www.fdot.gov/environment/pubs/pdeman/pdeman-current>

FDOT Context-Based Solutions

<https://www.fdot.gov/roadway/context-based-solutions>

Florida Safe Routes to School Guidelines:

<https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm>



TRANSPORTATION ALTERNATIVES PROGRAM CERTIFICATION OF PROJECT SPONSOR

PROJECT NAME:

LOCATION:

PROJECT LIMITS: (from south or west limit)

(to north or east limit)

By checking the box you agree to do the following:

Enter into a maintenance agreement with the Florida Department of Transportation (FDOT), as necessary, prior to the design phase.

Comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project.

Provide any required funding match, incur any additional expenses beyond the approved project costs in the LAP agreement, and are responsible for any non-participating items (e.g. utility relocations).

Pursue or retain LAP certification and enter into a LAP agreement with FDOT.

Comply with NEPA process prior to construction, including any necessary involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction.

I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the FDOT's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the FDOT's Work Program.

* Signature

Name (please type or print)

Title

Date

* This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

ENGINEERS COST ESTIMATE
Project Name: Chattahoochee Bike Trail
Date: 12/22/25

Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Total Engineer's Cost
Roadway					
1.0	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2.0	Maintenance of Traffic	1	LS	\$ 5,000.00	\$ 5,000.00
3.0	Permitting	1	LS	\$ 10,000.00	\$ 10,000.00
4.0	Clearing and Grubbing	1	LS	\$ 60,000.00	\$ 60,000.00
5.0	Trail Construction	12,000	LF	\$ 12.00	\$ 144,000.00
6.0	Signage	1	LS	\$ 10,000.00	\$ 10,000.00
				Subtotal	\$ 254,000.00
				Contingency	\$ 25,400.00
				Design Estimated Cost	\$ 33,528.00
				CEI Estimated Cost	\$ 33,528.00
				TOTAL PROJECT COST	\$ 346,456.00

Definitions

CEI - Construction Engineering and Inspection

Total Project Cost - Total cost of project

TOTAL PROJECT COST **\$ 346,456.00**

RESOLUTION NO.: 2025-06

A RESOLUTION OF THE CITY OF CHATTAHOOCHEE, FLORIDA, AUTHORIZING THE MAYOR OR CITY MANAGER TO APPLY FOR FDOT FUNDING THROUGH THE "TRANSPORTATIONS ALTERNATIVE PROGRAM (TA)", FOR A GREENWAY TRAIL

WHEREAS, The City of Chattahoochee, Florida has requested the State of Florida Department of Transportation for financial assistance through their TA grant program for the funding of a Greenway Trail to be located off of highway 90 in Chattahoochee.

WHEREAS, the State of Florida has requested that The City of Chattahoochee submit one (1) TA application attached hereto; and

WHEREAS, the State of Florida Department of Transportation requires that a resolution be passed by the City Council Members in support for applying for financial assistance through their TA grant program.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF CHATTAHOOCHEE CITY COUNCIL MEMBERS, OF FLORIDA THAT:

1. The Mayor or City Manager of the City of Chattahoochee, Florida applies for financial assistance from the Florida Department of Transportation for one (1) TA grant program.

DULY PASSED AND ADOPTED by the City Council of Chattahoochee, Florida, on this 6 day of January, 2026.

**CITY COUNCIL MEMBERS
CITY OF CHATTAHOOCHEE, FLORIDA**

Annette Luhard
MAYOR

ATTEST:

Amanda R. Applewhite
TOWN CLERK



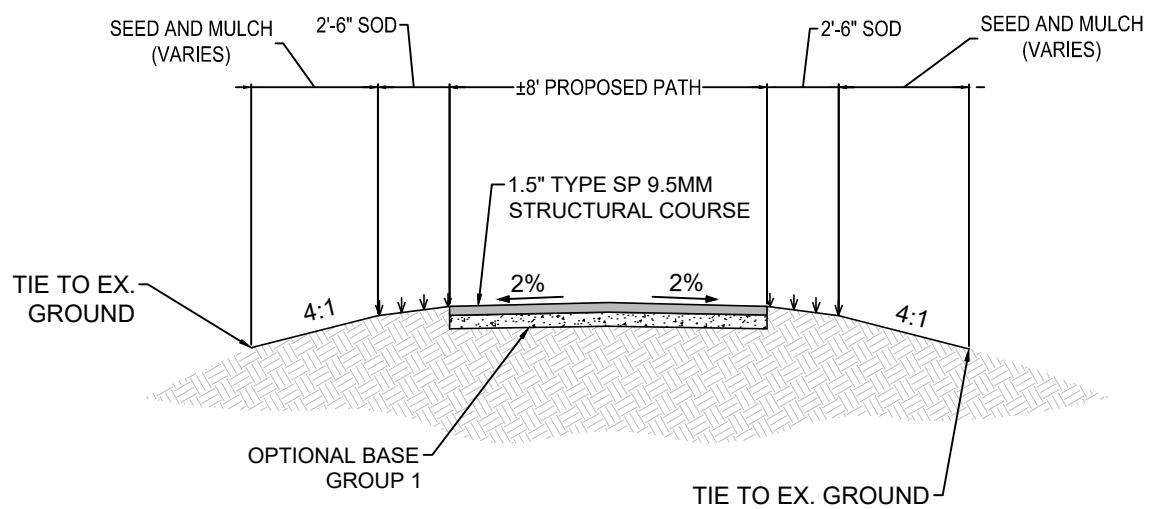
December 23, 2025 (10:48:38 EST)
S:_CHATTAHOOCHEE\674.034 CHATTAHOOCHEE GRANT WRITING\2025-2026 TA\DWG\25-26 CHATTAHOOCHEE TA - LOCATION AND SECTIONS.DWG

EB# 0006155

Location Map - Greenway Trail

2025-2026 FDOT TA Application
Chattahoochee City Council
City of Chattahoochee
Gadsden County, Florida

DATE: Dec. 2025	PROJECT NO. --
SCALE: As Noted	
DRAWN: C. Purvis	SHEET
CHECKED: J. Ford	20 of 41



Typical Section
Greenway Trail

Typical Section - Greenway Trail

2025-2026 FDOT TA Application
Chattahoochee City Council
City of Chattahoochee
Gadsden County, Florida

DATE: Dec. 2025	PROJECT NO. --
SCALE: N/A	
DRAWN: C. Purvis	SHEET
CHECKED: J. Ford	21 of 41



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Interim Secretary

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

09/01/2021

City of Chattahoochee
Attn: Mr. Robert Presnell
115 Lincoln Drive
Chattahoochee, FL 32324

RE: Lease Agreement No. 4853,
Action No. 43090

Dear Mr. Presnell,

Enclosed is a fully executed original of the above referenced Lease Agreement No. 4853, for your records.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (850) 245-2625 or Jay.Sircy@FloridaDEP.gov.

Sincerely,

Jay Sircy
Bureau of Public Land Administration
Division of State Lands
State of Florida Department of Environmental Protection

DELEGATION OF AUTHORITY ACTION

DOA Number:	DSL-24	Lease No.	
Action ID:	43090	4853	
Type of Action:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment <input type="checkbox"/> Release <input type="checkbox"/> Partial Release	<input checked="" type="checkbox"/> Lease <input type="checkbox"/> Easement <input type="checkbox"/> Sublease <input type="checkbox"/> Use Agreement	<input type="checkbox"/> Road Right-of-Way Reservation <input type="checkbox"/> Canal Reservation <input type="checkbox"/> Oil and Mineral Reservation <input type="checkbox"/> Other
Project Name:	City of Chattahoochee Lease 4853		
Title Worksheet ID:	117212	LITS Surplus ID: NA	
Applicant:	City of Chattahoochee		
County/Location:	Gadsden		
S/T/R:	28/29/32 T 04N R 06W		
Acreage:	141.5 acres +/-		
Consideration:	None		
Received:	<input type="checkbox"/>	<div style="display: flex; justify-content: space-around; align-items: center;"> Conservation Lands <input checked="" type="radio"/> Yes <input type="radio"/> No </div> <p>Name of Facility/Park/Trail: New Park</p> <p><input type="checkbox"/> ARC/Mini-ARC Approval Date: NA</p> <p>NPB/Additional Comp. Amount: NA</p> <p><input type="checkbox"/> Satisfied per land manager Date: NA</p>	
Date:			

STAFF REMARKS

The City of Chattahoochee has requested this lease for conservation and recreational activities and the establishment of a bike trails. The area was noticed for lease and the City of Chattahoochee was the only respondent to the notice.

ONLY EXECUTE WITH THE ACTIONS BELOW:

- 41721 - Partial Release of Sublease 2675-003 - PRIDE
- 41722 - Partial Release of Lease 2675 - DOC

Jay Sircy  Digitally signed by Jay Sircy
Date: 2021.02.26 13:05:29 -05'00'

Originator	Date
 BRAD	Digitally signed by Brad Richardson Date: 2021.04.01 16:11:03 -04'00'

OMCM	Date
------	------

 Digitally signed by Gary L. Ballard
Date: 2021.05.13 00:54:32 -04'00'

DEP Attorney	Date
 BRAD	Digitally signed by Brad Richardson Date: 2021.09.01 08:18:08 -04'00'
Executing Authority	

This Lease was prepared by:

Jay Sircy,

Bureau of Public Land Administration

Division of State Lands

Department of Environmental Protection, MS 130

3900 Commonwealth Boulevard,

Tallahassee, Florida 32399-3000

AID# 43090

OAL2

[141.5 acres +/-]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

LEASE AGREEMENT

Lease Number 4853

THIS LEASE AGREEMENT, made and entered into this 1st day of September, 2021, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** hereinafter referred to as "LESSOR," and the **CITY OF CHATTAHOOCHEE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY:** LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **DESCRIPTION OF PREMISES:** The property subject to this lease contains approximaately **141.5** acres, is situated in the County of **Gadsden**, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. **TERM:** The term of this lease shall be for a period of **50** years commencing on September 1, 2021, and ending on August 31, 2071, unless sooner terminated pursuant to the provisions of this lease.
4. **PURPOSE:** LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation

and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. **QUIET ENJOYMENT AND RIGHT OF USE:** LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. **UNAUTHORIZED USE:** LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.

7. **ASSIGNMENT:** This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. **MANAGEMENT PLAN:** LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Section 253.034, Florida Statutes and subsection 18-2.021(4), Florida Administrative Code. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies

for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. **EASEMENTS:** All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. **SUBLEASES:** This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. **RIGHT OF INSPECTION:** LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.

13. **INSURANCE REQUIREMENTS:** During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all

policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, LESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. **LIABILITY:** LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. LESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless LESSOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of LESSEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event LESSEE subcontracts any part or all of the work performed in the leased premises, the LESSEE shall require each and every subcontractor to identify the LESSOR as an additional insured on all insurance policies required by the LESSEE. Any contract awarded by LESSEE for work in the leased premises shall include a provision whereby the LESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the LESSOR harmless for all injuries and damages arising in connection with the LESSEE'S subcontract.

15. **PAYMENT OF TAXES AND ASSESSMENTS:** LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased

premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

16. **NO WAIVER OF BREACH:** The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. **TIME:** Time is expressly declared to be of the essence of this lease.

18. **NON-DISCRIMINATION:** LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. **UTILITY FEES:** LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having the utilities turned off when the leased premises are surrendered.

20. **MINERAL RIGHTS:** This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. **RIGHT OF AUDIT:** LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. **CONDITION OF PREMISES:** LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. **COMPLIANCE WITH LAWS:** LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. **NOTICE:** All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, FL 32399-3000

LESSEE: City of Chattahoochee Parks and Recreation
115 Lincoln Drive
Chattahoochee, FL 32324

25. **BREACH OF COVENANTS, TERMS, OR CONDITIONS:** Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. **DAMAGE TO THE PREMISES:** (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the

rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. **ENVIRONMENTAL AUDIT:** At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. **SURRENDER OF PREMISES:** Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection ("Division"), Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination

or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

29. **BEST MANAGEMENT PRACTICES:** LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

30. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

31. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

32. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code,

shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. **SOVEREIGNTY SUBMERGED LANDS:** This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

35. **ENTIRE UNDERSTANDING:** This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

36. **MAINTENANCE OF IMPROVEMENTS:** LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

37. **GOVERNING LAW:** This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. **SIGNS:** LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.

39. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

40. **ADMINISTRATIVE FEE:** LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

41. **RIGHT OF TERMINATION:** Anything contained in this lease to the contrary notwithstanding, LESSOR shall have the right and option to terminate this lease, at will, for any reason whatsoever, by giving the LESSEE written notice of such

election to terminate at least six (6) months prior to the effective date of such termination. LESSEE shall continue to honor its obligations under the lease until the effective date of the termination, including LESSEE's obligations concerning surrender of the leased premises.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Lease Agreement number 4853 to be executed on the day and year first above written.

WITNESSES:

Michele Stevens

Original Signature

Michele Stevens

Print/Type Name of Witness

Jay Siray

Original Signature

Jay Siray

Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA



(SEAL)

BY:

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of
Florida Department of Environmental Protection,
as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of
Florida

STATE OF FLORIDA
COUNTY OF LEON

“LESSOR”

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization this 15 day of September, 2021, by Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida Department of Environmental Protection for, as agent for and
on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally
known to me.



Audrey Michele Stevens

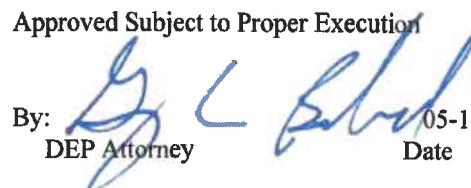
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

Approved Subject to Proper Execution

By: 
DEP Attorney

05-13-2021
Date

WITNESSES:

Sheila Cimbie

Original Signature

Sheila Cimbie

Print/Type Name of Witness

Rhonda K. Edwards

Original Signature

Rhonda K. Edwards

Print/Type Name of Witness

(SEAL)

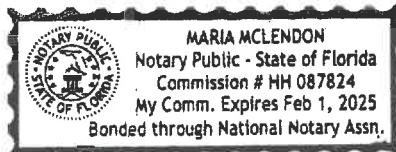
CITY OF CHATTAHOOCHEE, FLORIDA, a
Florida municipal corporation

BY: Ken Kimrey
Ken Kimrey, Mayor

"LESSEE"

STATE OF FLORIDA
COUNTY OF Gadsden

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19 day of August, 2021, Ken Kimrey, as Mayor for and on behalf of the City of Chattahoochee, Florida, a Florida municipal corporation. He is personally known to me or who has produced , as identification.



Maria McLendon
Notary Public, State of Florida

Maria McLendon
Printed, Typed or Stamped Name

My Commission Expires: 2/1/2025

Commission/Serial No. HH 087824

EXHIBIT "A"

A parcel of land in Section 28, Township 4 North, Range 6 West, Gadsden County, Florida, being a portion of the lands described in Official Records Book 158, page 475, of the Public Records of Gadsden County, Florida and being more particularly described as follows:

Commence at Southwest corner of fractional Section 28, Township 4 North, Range 6 West; thence run N 89° 41' E, 313 feet to the POINT OF BEGINNING: thence N 89° 41' E, 459 feet to the Southwest corner of the lands formerly sold to Great Northern Paper Company; thence N 15° 40' W, 1,252.1 feet; thence N 86° 15' W, 462 feet, more or less, to the Northwest corner of said fractional Section 28; thence South, along the West boundary of said fractional Section 28, to a point 208.7 feet North of the Southwest corner of said fractional Section 28; thence East, 313 feet; thence South, 208.7 feet to the POINT OF BEGINNING.

AND:

A parcel of land in Section 29, Township 4 North, Range 6 West, Gadsden County, Florida, being a portion of the lands described in Official Records Book 158, page 475, of the Public Records of Gadsden County, Florida and being more particularly described as follows:

Fractional Section 29, Township 4 North, Range 6 West lying East of Lake Seminole less a parcel deeded to the United States of America and recorded in Deed Book 99, page 33, of the Public Records of Gadsden County, Florida.

LESS and EXCEPT those lands described in Deed Book 85, page 355, of the Public Records of Gadsden County, Florida.

AND:

A parcel of land in Section 32, Township 4 North, Range 6 West, Gadsden County, Florida, being a portion of the lands described in Official Records Book 158, page 475, of the Public Records of Gadsden County, Florida and being more particularly described as follows:

That part of the Northeast 1/4 of Section 32, Township 4 North, Range 6 West lying North of the former U.S. Highway 90 right-of-way and East of the Apalachicola River.

LESS and EXCEPT the right-of-way of U.S. Highway 90 (State Road 10);

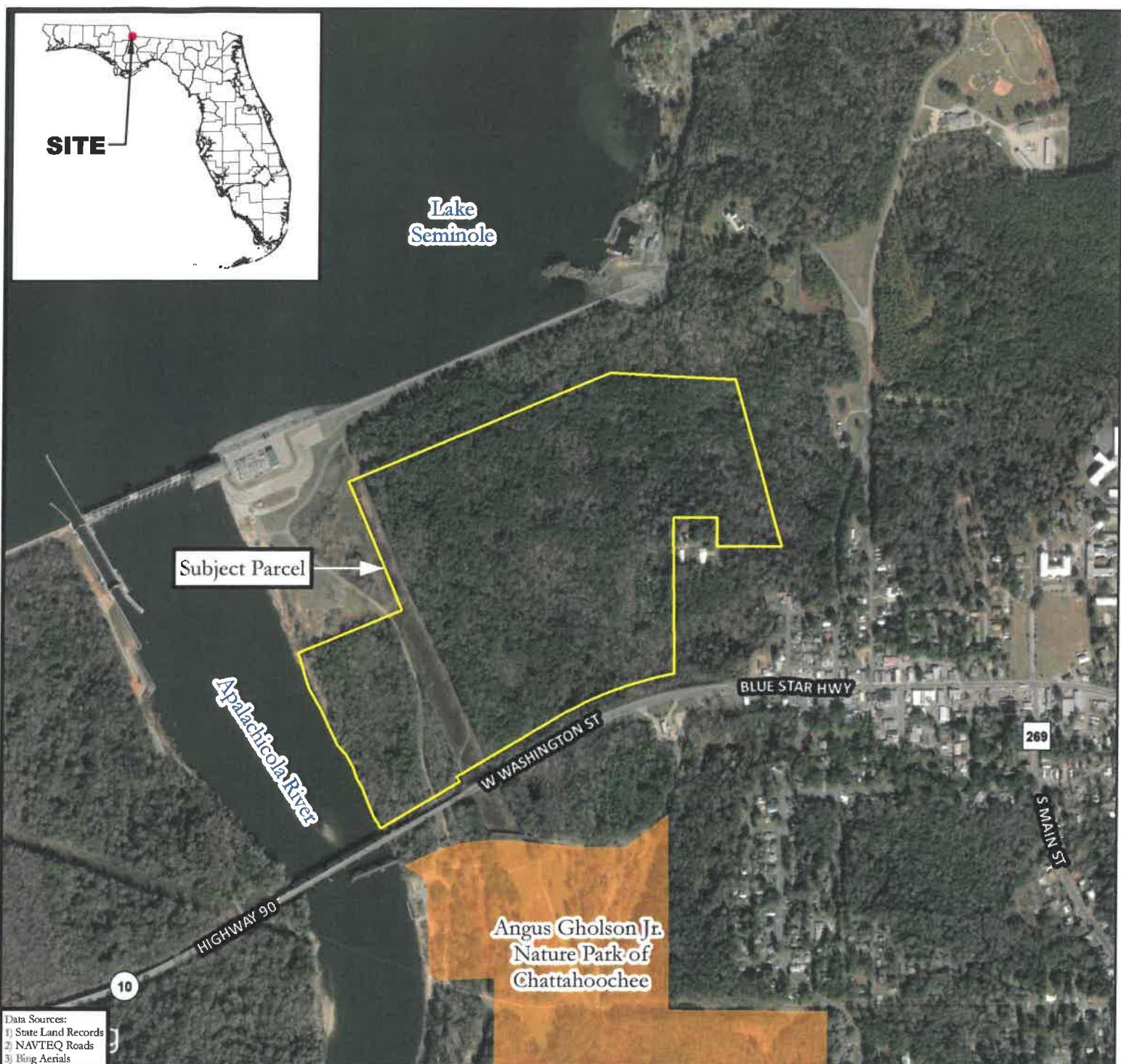
Also LESS AND EXCEPT that parcel deeded to the U.S.A. by deed recorded in Deed Book 99, page 33, of the Public Records of Gadsden County, Florida;

Also LESS AND EXCEPT a parcel deeded to Havana Property, Inc., by deed recorded in O.R. Book 65, page 405 and 394, of the Public Records of Gadsden County, Florida.

Also LESS AND EXCEPT all lands lying South of U.S. Highway 90 (State Road 10).

BSM: *May Lewis*

DATE: February 8, 2021



Subject Parcel
City/County Managed Conservation Lands

0 500 1,000 2,000
Feet



Lease 4853

Gadsden County, Florida





CITY of CHATTAHOOCHEE
POST OFFICE BOX 188
CHATTAHOOCHEE, FLORIDA 32324-0188
www.chattgov.org

CITY HALL
Telephone: (850) 663-4046
Fax: (850) 663-2456

UTILITY & PUBLIC WORKS
Telephone: (850) 663-4475
Fax: (850) 663-4233

PUBLIC SAFETY
Telephone: (850) 663-4383
Fax: (850) 663-8510

PARKS & RECREATION
Telephone: (850) 663-2123
Fax: (850) 663-3800

August 19, 2021

Mr. Jay Sircy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Blvd
Tallahassee, FL 32399-3000

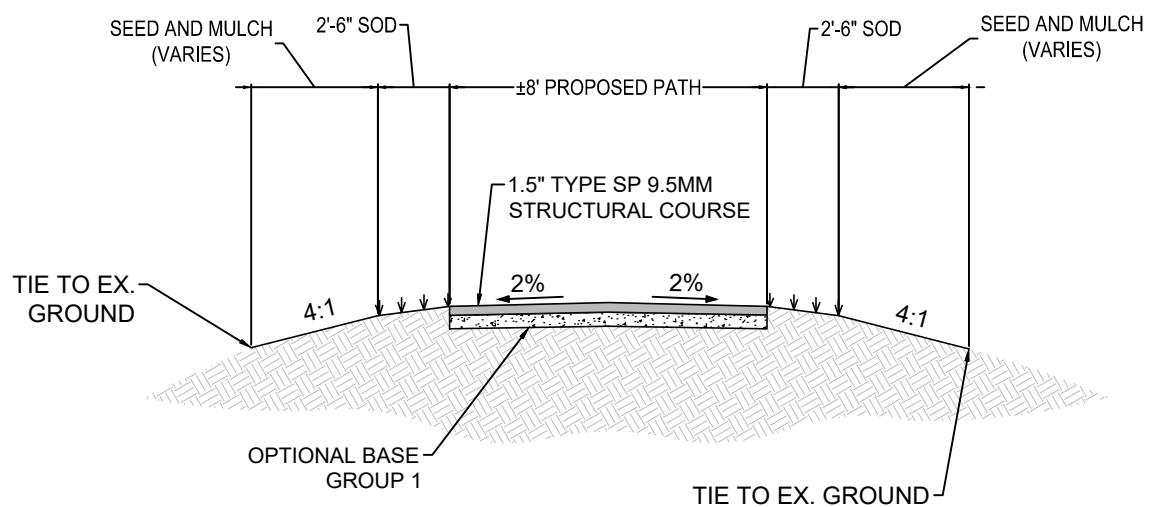
Dear Mr. Sircy:

Please find enclosed the lease agreement No. 4853, which was approved by our City Council at its June 1, 2021 Regular Meeting and signed by Mayor Ken Kimrey. As per our discussion, we have left the date of the agreement and the terms blank as this information will be completed by your department. Upon completion, kindly return a copy of the fully executed lease.

Should you have any questions, please contact me.

Respectfully,


Rhonda Woodward, CPA, CGFM
City Clerk
850 663-4046



Typical Section
Greenway Trail

Bike Ped Master Plan Requirement

There is not a Bike Ped Master Plan in place for the City of Chattahoochee.

Letter of Support Requirement

There are no letters of support currently for this project, but can obtain them if necessary.