

FLK/kt  
01/22/2020

**CITY COUNCIL RESOLUTION NO. 2020-013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY FOR THE ACCEPTANCE OF CERTAIN REAL PROPERTY TO BE CONVEYED BY THE LAKE SHORE HOSPITAL AUTHORITY; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS REQUIRED BY THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida ("City") is in need of relocating its City Hall due to structural issues with the current building that houses City Hall; and

**WHEREAS**, the Lake Shore Hospital Authority ("LSHA") owns certain real property that has been determined to be surplus to its needs; and

**WHEREAS**, the LSHA has determined that certain real property of the LSHA is surplus to its needs and has expressed a willingness to convey said real property to the City. The property blocks are identified by the Columbia County Tax Parcel Numbers ("Property") as follows:

1. 00-00-00-12032-000;
2. 00-00-00-12037-000;
3. 00-00-00-12033-000;
4. 00-00-00-12035-000;
5. 00-00-00-12034-000;
6. 00-00-00-12027-000;
7. 00-00-00-12029-000;
8. 00-00-00-12028-000;
9. 00-00-00-12018-000;
10. 00-00-00-12017-000;
11. 00-00-00-12016-000; and
12. 00-00-00-12019-000.

**WHEREAS**, the City desires to enter into an Interlocal Agreement ("Interlocal Agreement"), a copy of which is attached hereto as "Exhibit A", with

the LSHA for the conveyance of the aforementioned twelve (12) parcels of real property to construct a new City Hall and affiliated City structures.

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

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

**Section 2.** The City is authorized to enter into the Interlocal Agreement with LSHA for the conveyance of the real properties described within the Agreement.

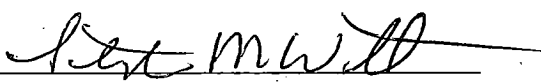
**Section 3.** The Mayor and the city administration are authorized to execute the Agreement and any required documents necessary to fulfill the intent of the Agreement, for and on behalf of the City.

**Section 4.** If any clause, section, other part of application or this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

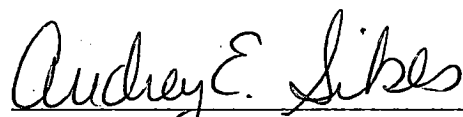
**Section 5.** This resolution shall become effective immediately upon passage and adoption:

**PASSED AND ADOPTED** at a meeting of the City Council this 3<sup>rd</sup> day of February, 2020.


**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

By:   
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:   
Frederick L. Koberlein, Jr.,  
City Attorney

**INTERLOCAL AGREEMENT BETWEEN LAKE SHORE HOSPITAL AUTHORITY  
OF COLUMBIA COUNTY AND THE CITY OF LAKE CITY, FLORIDA**

THIS INTERLOCAL AGREEMENT (herein "Agreement"), is made and entered into this 3<sup>rd</sup> day of Feb, 2020, by and between Lake Shore Hospital Authority of Columbia County, a body corporate and politic, hereinafter referred to as "Lake Shore" by and through its Board of Trustees ( herein "Board") and the City of Lake City, Florida, a Florida municipal corporation, hereinafter referred to as "City" (all of the foregoing may be collectively referred to as "PARTIES"). Pursuant to Section 163.01, Florida Statutes, the PARTIES agree as follows.

**WITNESSETH:**

**WHEREAS**, Lake Shore is created and established a body corporate and politic pursuant to Laws of Florida chapter 2005-315 effective June 10, 2005: and,

**WHEREAS**, pursuant to the Laws of Florida creating and establishing Lake Shore and pursuant to its purposes and powers Lake Shore is empowered to acquire, purchase, hold, own, operate, and lease and use properties, real, personal, or mixed or any interest therein necessary or desirable for carrying out the purposes of Lake Shore, and to sell, lease, transfer, and dispose of any property or interest therein at any time acquired by it; and

**WHEREAS**, City as provided in Section 2 (b) Article VIII of the Florida State Constitution and Chapter 166 Florida Statutes has the governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services; and may exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, City has requested that Lake Shore gift the City twelve (12) vacant parcels of real property owned by Lake Shore for public use including the purpose of building a new city hall, potential county administrative facilities; and public parking for future City and county administrative buildings, in addition to addressing the huge demand for public parking in the area; and

**WHEREAS**, City is willing to enter into an agreement with Lake Shore for a mutually agreed upon ingress and egress route to Lake Shore Hospital and facilities; and

**WHEREAS**, Lake Shore is satisfied that the requested property is necessary for the use proposed by the City, is not required for Lake Shore purposes, and that the acquisition of the property and use thereof by the City is in the best interest of the public, and most especially the residents and citizens of Columbia County, Florida wherein both the Lake Shore Hospital and facilities and City are located; and

**WHEREAS**, Lake Shore and the City desire to continue to work together and have reached an agreement between them to achieve their mutual goals, and wish to finalize such agreement by committing such agreement to writing; and thereby create a legally enforceable obligation for both PARTIES.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and agreement herein contained, and other good valuable consideration the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

**1. Recitals:**

The foregoing recitals are true and correct and incorporated herein by this reference.

**2. Purpose of the Agreement:**

The purpose of this Agreement is to establish and memorialize the Parties' agreement including the responsibilities of each party for actions to be taken.

**3. Obligations of Lake Shore:**

3.1 Lake Shore will gift and convey "AS IS" by Quit Claim Deed to City the following twelve (12) real property lots identified by Columbia County Tax Parcel Numbers: (herein the "Property")

1. 00-00-00-12032-000;
2. 00-00-00-12037-000;
3. 00-00-00-12033-000;
4. 00-00-00-12035-000;
5. 00-00-00-12034-000;
6. 00-00-00-12027-000;
7. 00-00-00-12029-000;
8. 00-00-00-12028-000;
9. 00-00-00-12018-000;
10. 00-00-00-12017-000;
11. 00-00-00-12016-000; and
12. 00-00-00-12019-000.

The deed of conveyance will include a reverter provision that the Property may be used solely and exclusively for governmental public purposes. If the City fails to substantially complete construction of new local government buildings including but not limited to a new city hall and collateral uses on the property designated for that purpose within 4 years from the date title to the property is conveyed to the City; or if the property ceases to be used for such public purposes, then, and in such event, title to the property shall be terminated and forfeited and revert to Lake Shore or its successor in interest.

3.2 Lake Shore does not make any representation or warranty regarding environmental protection, pollution, or land use laws, regulations, orders, or requirements. City agrees that Lake Shore shall not be liable for any special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair, or operation of the property. City further acknowledges and agrees that Lake Shore does not make any representation or warranties, express or implied, as to the property. Prior to the transfer of ownership, City shall conduct due diligence as it may deem appropriate including but limited to any environmental investigation, including without limitation sampling and analysis of soil, ground water, surface water, air, and structural or building components, with respect to the property which City may deem necessary or advisable. Lake Shore grants City, its agents, contractor and assigns, the right to enter the property at any time prior to finalizing transfer of title to City for the purpose of conducting its due diligence, upon reasonable notice, at mutually agreed upon times; provided, however City and its representatives enter the property and conduct inspections and other due diligence at its own risk. City will repair all damages to the property resulting from its inspections and due diligence, and return the property to the condition it was in prior to the City conducting its due diligence and inspections. City will at its expense release to Lake Shore all reports and other work generated as a result of the due diligence and inspections. City will complete its due diligence and inspections within six (6) months from the Effective Date of this Agreement.

**4. Obligations of the City:**

4.1 City owns, repairs, and maintains the following streets ("Streets") which provide the primary vehicular access to the Lake Shore Hospital and facilities:

Street Name

Minimum Area to Remain Open

- |                                  |   |
|----------------------------------|---|
| a. Northeast Franklin Street;    | Main Blvd to Lake Shore Terrace   |
| b. Northeast Davis Avenue;       | Entire Street   |
| c. Northeast Methodist Terrace;  | Northeast Franklin Street to N.E. Lake<br>Desoto Drive  |
| d. Northeast Lake Shore Terrace; | All   |
| e. Laquna Drive;                 | All   |
| f. N. E. Vickers; and            | From East Duval Street to intersect with<br>N. E. Lake Desoto Circle  |
| g. Northeast Lake Desoto Circle. | From intersection with N. E. Vickers Terr,<br>then easterly and northerly (counter<br>clockwise) to intersection with N.E.<br>Methodist Street. |

Except as herein provided, City agrees it will not vacate, abandon or close and that it will leave open maintain and repair the foregoing described Streets or portions thereof which will provide and allow for continued vehicular and other ingress and egress to Lake Shore Hospital and facilities by the public, and Lake Shore Hospital including its officers, employees, designees, invitees, and others desiring reasonable ingress and egress to and from Lake Shore Hospital and its facilities. The City will grant, execute and deliver to Lake Shore in recordable form a perpetual non exclusive easement for ingress and egress through over and across the Streets by Lake Shore including its heirs, successors, and assigns. Such ingress and egress rights granted by the City to Lake Shore may be canceled or otherwise modified only by mutual agreement of the PARTIES.

Notwithstanding the foregoing, City shall be authorized to temporarily close Northeast Lake Desoto Circle Street for special events, festivals, repairs and maintenance provided reasonable ingress and egress shall remain open from Northeast Methodist Terrace to Lake Shore Hospital's helicopter pad area for emergency vehicles and other patient transport. Further, City shall be authorized to temporarily close the other streets for purposes of repairs and maintenance so long as there always remains reasonable ingress and egress to and from Lake Shore Hospital

and its facilities.

4.2 City will be responsible for all costs incurred by it in completing its inspections and other due diligence on the property. Further, City will be responsible for all cost related to expenses incurred in connection with deeding and conveyance of the property from Lake Shore to City including but not limited to preparation of deed and other legal documents, local and state documentary stamps, recording costs, title search expenses, and owner's title insurance, settlement agent fees, and similar costs relating to the preparation and recording of the deed and conveyance documents. Each party shall be responsible for its own respective attorney fees.

**5. Term of Agreement:**

This Agreement shall become effective immediately after its has been executed by all PARTIES and the Agreement is filed with the Clerk of the Circuit Court for Columbia County, Florida pursuant to Section 163.01 (11), Florida Statutes, (herein "Effective Date"). This Agreement may be terminated only for cause or by mutual written agreement of the PARTIES. The terms of this Agreement shall survive the conveyance of the Property by Lake Shore to City.

**6. Termination or Modification:**

No portion of this Agreement may be terminated, canceled, amended, revoked, or abandoned except through a written agreement executed by the PARTIES with the same formalities as this Agreement. Any termination, whether or not for breach, will not affect any right, obligation, or liability of a party arising prior to termination of this Agreement.

**7. Miscellaneous:**

7.1 This Agreement contains the entire agreement between the PARTIES and



supercedes all prior contracts, agreements or understandings between the PARTIES. Each party represents and warrants to the other that no contract, agreement or presentation on any matter contained herein exists between the PARTIES except as expressly set out herein.

7.2 The provisions of this Agreement are for the sole benefit of Lake Shore and the City, and no provision of this Agreement shall be deemed for the benefit of any other person or entity.

7.3 Neither party may assign any of its rights under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the prior written consent of the other party.

7.4 Any and all notices, request or other communications hereunder shall be deemed to have been duly given in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid as follows:

To Lake Shore:        Lake Shore Hospital Authority  
                              c/o Executive Director or his successor or designee  
                              259 Northeast Franklin Street  
                              Lake City, Florida 32055


To City:                City of Lake City  
                              c/o Joe Helfenberger, City Manager, or his successor or  
                              designee  
                              205 North Marion Avenue  
                              Lake City, Florida 32055

7.5 This Agreement will be governed, construed and enforced in accordance with the laws of the State of Florida.

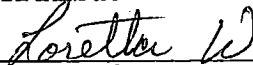

7.6 Notwithstanding anything else herein to the contrary, nothing in the Agreement is intended or is to be construed as a waiver of either party's sovereign immunity or any expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as otherwise provided by law.

**WITNESS WHEREOF THIS AGREEMENT** has been signed by the authorized representatives of the PARTIES.


**LAKE SHORE HOSPITAL AUTHORITY**

By:   
Chairman

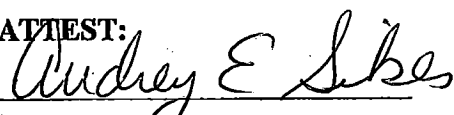
**ATTEST:**

  
, Secretary

**CITY OF LAKE CITY**

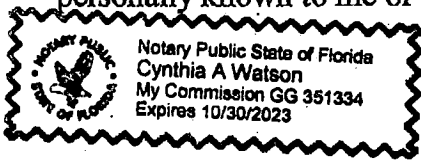
By:   
Stephen M. Witt, Mayor

**ATTEST:**

  
Audrey E. Sikes, City Clerk

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by  physical presence or  
 online notarization this 10 day of Feb, 2020, by  
Brandon Biel, as Chairman, and Loretta W. Chacy as Secretary,  
of LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY,  
FLORIDA, a body politic of the State of Florida, on behalf of the Board, who are  
personally known to me or who have produced Florida driver's licenses as identification.



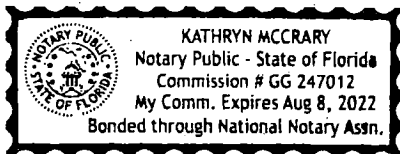
Cynthia A. Watson  
Notary Public, State of Florida

(NOTARIAL  
SEAL)

My Commission Expires: 10/30/2023

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of  physical  
presence or  online notarization this 14th 3rd day of Feb, 2020, by  
**STEPHEN M. WITT, MAYOR, and AUDREY E. SIKES, CITY CLERK,** of **CITY  
OF LAKE CITY, FLORIDA**, who are personally known to me or who have produced  
Florida driver's licenses as identification.



Kathryn McCrary  
Notary Public, State of Florida

(NOTARIAL  
SEAL)

My Commission Expires:

**LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY**  
**RESOLUTION NO. 20- 001**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY PROVIDING FOR APPROVAL AND EXECUTION OF THE INTERLOCAL AGREEMENT WITH THE CITY OF LAKE CITY, FLORIDA; PROVIDING FINDINGS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE INTERLOCAL AGREEMENT AND RELATED DOCUMENTS REQUIRED BY THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.**

WHEREAS, the Board of Trustees ( "Board") of Lake Shore Hospital Authority of Columbia County, a body corporate and politic ( "Lake Shore") has determined it is in the best interest of the public, including the taxpayers, residents, and citizens of Columbia County, Florida and Lake Shore to enter into the Interlocal Agreement ( "Agreement") between Lake Shore and the City of Lake City, Florida ( "City") which provides for the conveyance and gift of certain real property to the City subject to the terms and conditions of the Agreement. Further, said real property is determined to be surplus property not required for Lake Shore's uses and purposes in providing for the residents and citizens of Columbia County, Florida.

**THEREFORE BE IT RESOLVED BY THE BOARD**, the Board approves the Agreement between Lake Shore and City for the conveyance and gift of the real properties described in the Agreement, subject to the terms and conditions thereof. As designated in the Agreement the real property blocks are identified by the Columbia County Tax Parcel Numbers ( "Property") as follows:

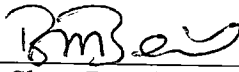
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10. 00-00-00-12017-000;
11. 00-00-00-12016-000; and
12. 00-00-00-12019-000.

**BE IT FURTHER RESOLVED** that the Chairman of the Board other necessary officers of the Board employees, and attorneys are granted authority to execute the Agreement, and all of the required documents including but not limited to the deed and as provided for in the Agreement to complete the conveyance and gift of the real property to City.

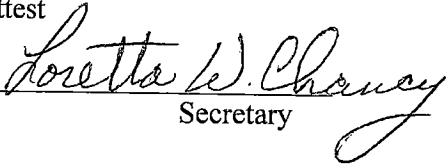
Action for the approval for this Resolution was taken at a regular meeting of the Board on January 13, 2020 which was properly noticed and conducted in accordance with Florida and all other applicable laws.

This Resolution shall take effect immediately upon its adoption.

LAKE SHORE HOSPITAL AUTHORITY OF COLUMBIA COUNTY BOARD OF TRUSTEES

By   
Lake Shore Board Chair  
Date 02/10/2020

Attest

  
Secretary