

CONTRACT #

2019-021

ENTERED BY

WJN



**DEVELOPER AGREEMENT**

THIS DEVELOPER AGREEMENT (herein "Agreement") made and entered into this 20<sup>th</sup> day of November, 2018, by and among the CITY OF LAKE CITY COMMUNITY REDEVELOPMENT AGENCY (herein "Agency" and/or "CRA"), with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055, and THE GREATER LAKE CITY COMMUNITY DEVELOPMENT CORPORATION, INC., a Florida Not for Profit Corporation (herein "GLCCDC" or "Developer") with a mailing address of 363 NW Bascom Norris Drive, Lake City, Florida 32055, and the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of Florida (herein "City"), with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055.

**RECITALS**

A. City, pursuant to the Community Redevelopment Act of Florida, established under the provisions of Chapter 163, Florida Statutes (the "Act"), determined and found by City Resolution No. 81-13, as amended, the existence and location of slum and blighted areas within the City constituting a

serious and growing menace injurious to the public health, safety, morals and welfare of the residents of the City and contributing substantially and increasingly to an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, as well as creating other problems for the City.

B. City, by Resolution No. 81-16, as amended, and as authorized by the Act, created the Lake City Community Redevelopment Agency (the "Agency").

C. Pursuant to the Act, the City adopted a Community Redevelopment Plan (herein the "CRA Plan" or "Plan"), to eliminate or ameliorate the slum and blighted areas to improve the health, safety and welfare of the citizens of the City.

D. The CRA Plan, as amended, has been approved by the City and the Agency is authorized to implement the CRA Plan.

E. The GLCCDC owns the fee simple title to the undeveloped real property identified by the Columbia County Property Appraiser as parcel number 11711-000 (herein collectively the "Property" and/or the "Site"), which is located within the slum and blighted area designated in and defined by the CRA in the Plan; and

F. Developer has offered, at Developer's cost, has offered and will develop residential buildings on the Site pursuant to and in accordance with building plans and specifications (the "Building Plans") filed with the City (herein the

"Project") provided the CRA will approve Developer's request (attached as "Exhibit A") for a grant in the amount of \$70,000.00 (the "Grant"). The Agency finds that it is in the interest and welfare of the public for the Project to be developed. The Agency is willing to approve Developer's request for the Grant in the amount \$70,000.00 and will reimburse Developer for costs expended by Developer in accordance with the attached schedule of disbursements adopted from the Developer's lender, a copy of which is attached hereto as "Exhibit B".

G. Notwithstanding anything herein to the contrary in this Agreement, the Grant shall not be paid to the Developer until Developer has provided the Agency with proof satisfactory to the City's Manager and Attorney that all contractors, sub-contractors, laborers, and all parties or companies which have furnished materials, equipment, supplies, and services in connection with the construction of all improvements on the Property and for which Developer seeks reimbursements have been paid in full at the time Developer seeks reimbursement.

H. The Site is presently served with water and sewer services and the City waives all connection and tap fees as an additional incentive for Developer to complete the Project.

I. The Agency has the power and authority to enter into this Agreement.

J. The City Council of the City has by resolution declared itself to be the Lake City Community Redevelopment Agency. Pursuant to the Act all of the

rights, powers, duties, privileges and immunities vested in the Agency by the Act are now vested in the members of the City Council of the City who serve as members of the Agency separate and independent from their capacity as members of the City Council of the City.

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants and agreements contained herein, together with other good and valuable consideration, Agency, Developer, and City agree as follows:

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

2. Developer agrees to and shall, at its cost and expense, develop residential buildings on the Site pursuant to and in accordance with the Building Plans filed with the City (herein the "Project").

3. Developer shall be obligated to and shall pay all taxes and special assessments levied and imposed upon the real and personal property and all fees and charges for water, sewer, gas, and waste disposal services used by the Developer at the Site and in the operation of the office.

4. Developer shall, at its cost and expense, apply to and obtain from all regulatory agencies all necessary and required permits for the construction of the Project and the operation of the office.

5. Agency agrees to and shall appropriate from its Redevelopment Trust Fund, subject to availability and appropriation by the City Council, the Grant

(\$70,000.00) to be paid to Developer as provided for herein.

6. Developer may seek reimbursement from the Agency and Agency will reimburse Developer for costs expended by Developer in accordance with the attached schedule of disbursements along with appropriate documentation provided by the Developer to the satisfaction of the Agency.

7. Developer shall obtain and maintain a general public liability insurance policy in an amount of not less than \$1,000,000.00 insuring Developer against loss by injury to any person or property arising out of the construction of the Project and said insurance policy shall name the City and Agency as additional insureds. The City shall be provided with a certificate of proof of the insurance. Developer shall also keep and maintain, during the construction of the Project, all necessary worker's compensation insurance.

8. Developer agrees to and shall indemnify and hold harmless City and Agency, their officers, employees and agents, from and against all claims, suits, actions, damages, losses, expenses, or cause of action arising during the term of this Agreement for any personal injury, loss of life, or damage to property sustained by reason or as a result of the performance of the work by Developer under this Agreement, or its agents, sub-contractors, employees, invitees, and all other persons, and from and against any orders, judgments, or decrees which may be entered thereto and from and against all costs, attorney fees, expenses, and liabilities incurred in or by reasons of the defense of any such

claim, suit, or action and the investigation thereof. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the Agency or City provided for in Section 768.28, Florida Statutes.

9. It is understood and agreed that Developer is an independent contractor with no express or implied authority to act for or to obligate the Agency or City with respect to the construction of the Project or the operation of the Business Office.

10. In the event of default by Developer in any of the terms or provisions of this Agreement, Developer agrees to pay, all costs and expenses incurred by City or Agency in the enforcement of this Agreement, including reasonable attorneys' fees.

11. Developer represents and warrants to City and Agency that Developer is a Florida Not for Profit Corporation in good standing, and the owner of the fee simple title to Parcel Number 11711-000 and has the legal authority to enter into this Agreement.

13. All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (i) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given; or (ii) or on the date delivered when set via Overnight Mail, properly addressed and postage prepaid or by certified mail,

return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth below or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party.

If intended for CITY or Agency to:

City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055

with copy to:

Mr. Fred Koberlein  
City Attorney  
855 SW Baya Drive  
Lake City, Florida 32025

If intended for Developer to:

Mr. Lester McKellum  
363 NW Bascom Norris Drive  
Lake City, Florida 32055

14. This Agreement shall be binding upon and shall inure to the benefit of City, Agency, and Developer, and their respective successors and assigns.

15. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the City codes and ordinances and its rules and regulations.

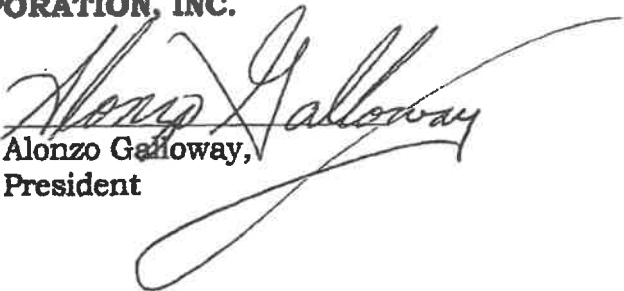
16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, City, Developer, and Agency have executed this Agreement the day and year first above written.

**CITY OF LAKE CITY COMMUNITY  
REDEVELOPMENT AGENCY**

By:   
STEPHEN M. WITT  
Chairman


**THE GREATER LAKE CITY  
COMMUNITY DEVELOPMENT  
CORPORATION, INC.**

By:   
Alonzo Galloway,  
President

ATTEST:

By: Betty Powell  
Betty Powell, Secretary

**CITY OF LAKE CITY, FLORIDA**


By:   
Stephen M. Witt, Mayor

ATTEST:

By: Audrey E. Sikes  
Audrey E. Sikes, City Clerk



APPROVED AS TO FORM AND LEGALITY:

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

**CRA RESOLUTION NO. 2018-005**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH THE GREATER LAKE CITY COMMUNITY DEVELOPMENT CORPORATION, INC., WHEREBY THE GREATER LAKE CITY COMMUNITY DEVELOPMENT CORPORATION, INC. WILL DEVELOP THE RESIDENTIAL PROPERTY IDENTIFIED AS PARCEL NUMBER 11711-000, BY THE COLUMBIA COUNTY PROPERTY APPRAISER AND OWNED BY THE GREATER LAKE CITY COMMUNITY DEVELOPMENT CORPORATION, INC., AND AUTHORIZING THE REIMBURSEMENT OF UP TO \$70,000.00 IN QUALIFYING EXPENSES FROM THE CRA'S REDEVELOPMENT TRUST FUND.**

**WHEREAS**, City, pursuant to the Community Redevelopment Act of Florida, established under the provisions of Chapter 163, Florida Statutes (the "Act"), determined and found by Resolution No. 81-13, as amended, the existence of slum and blighted areas within the City constituting a serious and growing menace injurious to the public health, safety, morals and welfare of the residents of the City and contributing substantially and increasingly to an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, as well as creating other problems for the City; and

**WHEREAS**, City, by Resolution No. 81-16, as amended, and as authorized by the Act, created the Lake City Community Redevelopment Agency (the "CRA"); and

**WHEREAS**, pursuant to the Act, the City adopted a Community Redevelopment Plan (herein the "Plan"), as prepared and recommended by the Community Redevelopment Agency Advisory Committee, to eliminate or ameliorate the slum and blighted areas to improve the health, safety and welfare of the citizens of the City; and

**WHEREAS**, the Plan has been approved by City Council and the CRA is authorized to implement the Plan; and

**WHEREAS**, the Plan includes a provision which authorizes the rehabilitation and redevelopment of the slum and blighted areas to be implemented and performed by private enterprise consistent with the needs of the City when authorized by the City; and

**WHEREAS**, the Greater Lake City Community Development Corporation, Inc. (herein "GLCCDC") owns the fee simple title to the undeveloped real property identified by the Columbia County Property Appraiser as parcel number 11711-000 (herein collectively the "Property" and/or the "Site"), which is located within the slum and blighted area designated in and defined by the CRA in the Plan; and

**WHEREAS**, GLCCDC, at its cost, has offered and will develop residential buildings on the Site pursuant to and in accordance with building plans and specifications (the "Building Plans") filed with the City (herein the "Project") provided the CRA will approve GLCCDC's application for a Grant in the amount of \$70,000.00 (the "Grant Funds"). The CRA finds that it is in the interest and welfare of the public for the Project to be developed; and

**WHEREAS**, notwithstanding anything herein to the contrary in the Agreement, the Grant Funds shall be paid to GLCCDC, in accordance with a schedule of disbursements, after GLCCDC has provided proof satisfactory to the City's Manager and Attorney that all contractors, sub-contractors, laborers, and all parties or companies which have furnished materials, equipment, supplies, and services in connection with phases of the construction on the Property have been paid in full; and

**WHEREAS**, the CRA has the power and authority to enter into the Agreement; and

**WHEREAS**, the availability of said Grant Funds is subject to availability and appropriation by the City Council; and

**WHEREAS**, the City Council of the City has by resolution declared itself to be the Lake City Community Redevelopment Agency. Pursuant to the Act all of the rights, powers, duties, privileges and immunities vested in the CRA by the Act are now vested in the members of the City Council of the City who serve

as members of the CRA separate and independent from their capacity as members of the City Council of the City; and

**WHEREAS**, the members of the CRA find that it is in the best interest and welfare of the public for the CRA to provide Grant Funds from its Redevelopment Trust Funds to be paid to GLCCDC pursuant to and in accordance with the terms and conditions of a Development Agreement (the "Development Agreement"), a copy of which is attached hereto as "Exhibit A" and made a part of this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE LAKE CITY COMMUNITY REDEVELOPMENT AGENCY, 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 Development Agreement is hereby approved by the CRA and the members of the CRA are hereby authorized to execute the Development Agreement for and on behalf of the CRA.

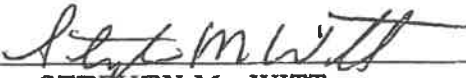
**Section 3.** Stephen M. Witt, as Chairman of the Community Redevelopment Agency of the City, is hereby authorized to sign this resolution for and on behalf of the CRA.

**Section 4.** The CRA hereby appropriates from its Redevelopment Trust Funds the sum of \$70,000.00, contingent upon the availability of funds, to be contributed to GLCCDC pursuant to and in accordance with the terms and conditions of the Development Agreement.

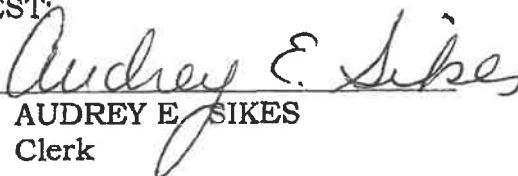
**Section 5.** This resolution shall become effective upon adoption.

**PASSED AND DULY ADOPTED** with a quorum present and voting, by the Community Redevelopment Agency, this 19<sup>th</sup> day of November, 2018.

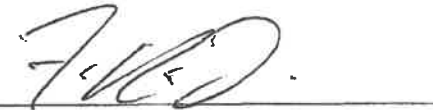
CITY COUNCIL OF THE CITY OF LAKE  
CITY, FLORIDA, SERVING AS  
THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF LAKE CITY,  
FLORIDA

By:   
STEPHEN M. WITT  
Chairman

ATTEST:

By:   
AUDREY E. SIKES  
Clerk

APPROVED AS TO FORM AND LEGALITY

By:   
Frederick L. Koberlein, Jr.  
City Attorney