

CITY COUNCIL RESOLUTION NO. 2022-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA; PROVIDING FOR THE DONATION OF PARCELS OF REAL PROPERTY COMMONLY KNOWN AS "RICHARDSON COMMUNITY CENTER"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") holds title to real property commonly known as "Richardson Community Center"; and

WHEREAS, there is an outstanding Community Development Block Grant application authorized by City of Lake City Resolution No. 2021-152 (hereinafter the "CDBG"), the terms of which, if awarded, require the City to hold title to the Richardson Community Center property; and

WHEREAS, Columbia County, Florida (hereinafter the "County"), desires to receive title to Richardson Community Center to further improve and preserve the property for public and governmental purposes; and

WHEREAS, the City is desirous of conveying title to the Richardson Community Center to the County so long as the property is held in perpetuity to be improved and preserved for public and governmental purposes; and

WHEREAS, the City and County desire to formalize their agreement that upon the close out of the CDBG, or any other circumstance relieving the City of its obligation to own the property, the City will donate and convey the Richardson Community Center property to the County; and

WHEREAS, the City and County desire to memorialize their respective responsibilities in the attached *Interlocal Agreement between the City of Lake City, Florida and Columbia County, Florida for the Donation of Real Property* (hereinafter the "Interlocal Agreement").

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 Mayor is authorized to execute the Interlocal Agreement.

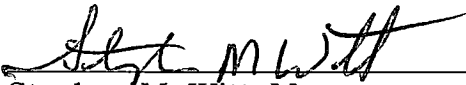
Section 3. Severability. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

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

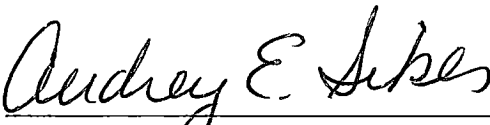
PASSED AND ADOPTED at a meeting of the City Council this 7th day of February 2022.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

~~APPROVED AS TO FORM AND
LEGALITY:~~

By: 
Audrey E. Sikes, City Clerk

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND
COLUMBIA COUNTY, FLORIDA FOR THE DONATION OF REAL PROPERTY**

THIS AGREEMENT for the donation of parcels of real property is entered into this 7th day of February, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with a mailing address of Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter the "County"), and **THE CITY OF LAKE CITY**, a body politic of the State of Florida, with a mailing address of 205 North Marion Street, Lake City, FL 32055 (hereinafter the "City").

RECITALS

WHEREAS, the City currently holds title to real property commonly known as "Richardson Community Center", more particularly described herein; and

WHEREAS, the County has historically held a leasehold interest in this real property and houses its recreation department within the improvements thereon; and

WHEREAS, there is an outstanding Community Development Block Grant application authorized by City of Lake City Resolution No. 2021-152 (the "CDBG"), the terms of which, if awarded, require the City to hold title to the Richardson Community Center property; and

WHEREAS, the County desires to hold title to Richardson Community Center to further improve and preserve the property for public and governmental purposes, and the City is desirous of the County holding title so long as the same is held in perpetuity to be improved and preserved for public and governmental purposes; and

WHEREAS, the parties wish to formalize their agreement that upon the close out of the CDBG, or any other circumstance relieving the City of its obligation to hold title to the property, the City will donate the same to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, the County and City agree as follows:

1. **Recitals Incorporated.** The recitals above are true and correct and incorporated herein by reference.

2. **Purpose of the Agreement.** The purpose of this Agreement is to establish and memorialize an agreement between the City and County for the City to donate parcels of land as described on Exhibit "A" (the "property") to the County for

perpetual preservation and use by the County for recognized public purposes.

3. **Obligations of City.** Upon the release of the property from the obligations imposed upon the City pursuant to the CDBG the City will gift and convey to the County via a deed or deeds satisfactory to the City and County all of the City's interest in the property, subject to reverter in favor of the City as provided by this Agreement.

4. **Obligations of County.**

- a. Upon taking title to the property, the County shall keep and preserve the Richardson Community Center for public and governmental uses, and shall ensure all improvements to the property are in keeping with such purposes.
- b. In the event the County should ever cease using the property for public or governmental purposes, or permit any other use, then the interest conveyed by the City to the County pursuant to this Agreement shall revert.
- c. In the event the County should ever surplus or attempt to convey the property to any third party for any reason, then the interest conveyed by the City to the County pursuant to this Agreement shall revert.

5. **Controlling Law.** This Agreement is to be governed by the laws of the State of Florida and sole and exclusive venue for any legal action shall be the state courts of Columbia County, Florida. Each party waives its right to any other venue.

6. **Amendment.** This Agreement constitutes the entire agreement between the County and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented or amended only by a written document executed by both the County and City.

7. **Termination.** This Agreement shall terminate automatically upon the recording of the respective conveyance documents in the Official Records of Columbia County, Florida.

8. **Non-assignability.** Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

9. **Notices.** Any and all communications required hereunder shall be provided in writing to the other party and deemed to have been duly served on the other party when provided by hand delivery, with receipt therefore, or by registered mail posted prior to any deadline with return receipt requested.

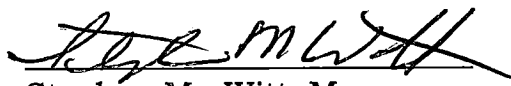
To the City: City of Lake City
c/o Mayor Stephen Witt
205 North Marion Avenue
Lake City, Florida 32055

To the County: Columbia County, Florida
c/o County Manager, David Kraus
Post Office Box 1529
Lake City, Florida 32056

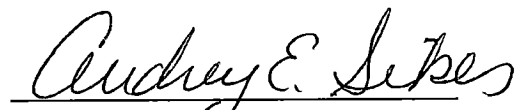
10. **Severability**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF THIS AGREEMENT has been executed by the parties' respective authorized representatives as of the day and year first above written.

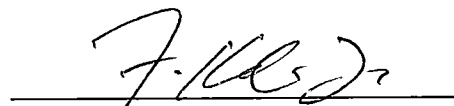
CITY OF LAKE CITY


Stephen M. Witt, Mayor

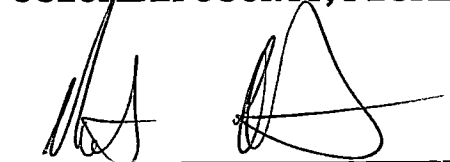
Attest:


Audrey E. Sikes, City Clerk

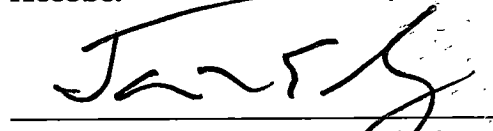
Approved as to Form:


Fred Koberlein, City Attorney

COLUMBIA COUNTY, FLORIDA


Robbie Hollingsworth, Chair

Attest:


James M. Swisher, Jr., Clerk

Approved as to Form:


Joel Foreman, County Attorney