

CM/rrp
12/18/2025

RESOLUTION NO 2026 - 004

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND TARGET CORPORATION, A MINNESOTA CORPORATION FOR THE USE OF FACILITY AND LAND SUITABLE TO ACCOMMODATE FIRE FIGHTER TRAINING; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") fire department has the need for fire fighter training (the "Training"); and

WHEREAS, Target Corporation, Inc., a Minnesota corporation (the "Vendor") has a building and property suitable to accommodate the Training (the "Property"); and

WHEREAS, the Vendor and the City desire to enter into that certain contract by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, utilizing the Property for the Training in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Property in the Agreement to complete the Training is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City

Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this “Agreement”) is entered into this ____ day of _____, 2026 (the “Effective Date”), by and between Target Corporation, a Minnesota corporation (“Licensor”) and the City of Lake City, Florida, a Florida municipality (“Licensee”). Licensor and Licensee may each be referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, Licensor is the fee owner of that certain parcel of real property comprising approximately 75.5 acres, known as 309 NE Tammy Lane, City of Lake City, Columbia County, Florida (collectively, the “Property”); and

WHEREAS, Licensee is a Florida municipality that operates the Lake City Fire Department (the “Fire Department”); and

WHEREAS, the Property currently supports an existing 420,000 square foot building (the “Building”); and

WHEREAS, Licensee has requested access to the certain limited area of the Building and the Property identified as the “Licensed Area” on the site plan attached hereto as Exhibit B for training purposes for the Fire Department (the “Training Event”) and Licensor is willing to grant such access and use on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises above, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Recitals. The accuracy of the foregoing recitals is hereby acknowledged, and such recitals are incorporated in this Agreement as if set forth at length.

2. License. Subject to the terms and conditions set forth below, Licensor hereby grants to Licensee a license (the “License”) on, upon, and across the Property and for the use of the Building during the License Term (defined below) for Licensee, at Licensee’s sole cost and expense and at Licensee’s sole risk and liability, to access the Property and Building thereon solely for the purpose of the Training Event. The Training Event shall be conducted by Licensee in compliance with all applicable law and Licensee’s responsibilities set forth in this Agreement.

3. Insurance. On or before the commencement of any access to the Property or Building hereunder, Licensee shall provide to Licensor evidence of the insurance described in Exhibit A attached hereto and made a part hereof.

License Term. The term of the License (“Term”) commences on the Effective Date and continues through and including _____, 2026. If Licensor receives a bona-fide complaint regarding Licensee’s use of the Property and Building from a third party claiming that Licensee’s use is a violation of a right held by such third-party existing as of the

EXHIBIT

date of this Agreement, then Lessor may terminate this Agreement and the License granted hereunder upon five (5) days' prior written notice to Licensee.

4. Conditions.

Prior to Licensee accessing the Property and Building to conduct the Training Event, Licensee shall provide Lessor with at least 24 hours' advance written notice, which must be provided by email to both benjamin.kremer@target.com and conrad.carwile@target.com, and the opportunity for Lessor to have its own representative ("Lessor's Representative") present to observe. Notwithstanding the foregoing, neither Lessor nor Lessor's Representative will have any liability or obligation to Licensee to oversee or supervise Licensee's activities.

a. In the course of conducting the Training Event, Licensee shall (1) keep the Property free of any liens or third-party claims resulting from the Training Event, (2) indemnify and hold harmless Lessor and its officers, directors, agents, owners, affiliates, employees and lenders harmless from any and all costs, losses, attorneys' fees, damages, claims, actions, suits, liabilities, judgments, penalties, fines, liens, causes of action, demands, rights, and expenses to the extent resulting from damage to persons or the Property and Building in connection with the acts or omissions of Licensee (and its representatives and consultants) in connection with their activities pursuant to this Agreement, (3) not cause the Property or Building to be put in an unsafe condition, (4) not bring to or upon, or cause or permit to be brought to or upon, the Property any objectionable noises, odors, or nuisances, or any hazardous wastes or substances as defined by federal or state law, (5) comply with, or cause compliance with, all health, police, and safety statutes, ordinances, regulations, zoning, building, and code requirements.

b. Licensee shall not allow to be brought on or create any hazardous waste on the Property. In the event Licensee introduces or creates any hazardous waste on the Property, it shall promptly, at its own expense, remove the hazardous waste in compliance with all applicable laws and ordinances.

5. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by overnight courier, hand, or email transmission, or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, to the addresses or email addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

If to Lessor:

Target Corporation
Property Development
Attn: Real Estate Portfolio Management (T-3892)
1000 Nicollet Mall, TPN-12
Minneapolis, Minnesota 55403

EXHIBIT

If to Licensee: Lake City Fire Department
225 NW Main Blvd., Suite 101
Lake City, Florida 32055
Attention: Assistant Chief Ret Tompkins

Any notice or other communication (i) mailed as hereinabove provided shall be deemed effectively given or received on the date indicated on the duly completed United States Postal Service return receipt, (ii) sent by overnight courier or by hand shall be deemed effectively given or received as indicated on the records or certificates provided by the overnight delivery or courier services, and (iii) sent by email shall be deemed effectively given or received on the business day of transmission of such notice; provided a copy of such email notice is mailed by first-class mail of the United States Postal Service or by national overnight courier on the same business day as email transmission.

6. **Default.** If Licensee, or any of Licensee's permittees, at any time breaches one or more of the provisions of this Agreement, Licensor shall notify Licensee of such breach in writing. If such breach is not cured within five (5) days following receipt of such notice by Licensee, Licensor may (in addition to all other rights and remedies at law or in equity) elect to reasonably cure such default at Licensee's sole risk and expense and/or terminate this Agreement and the License granted herein.

7. Authority; Condition. Lessor and Licensee each represents and warrants to the other that it has the full capacity, right, power and authority to execute, deliver and perform under this Agreement and that all required actions, consents and approvals therefor have been duly taken and obtained. Licensee agrees that it is accepting the License without any warranty or representation regarding the License or the Property and Building whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Property and/or affecting access thereto.

8. Miscellaneous.

a. No Real Property Interest. The rights of Licensee created by the License constitute a license, do not create any real property interest and such rights do not run with the land. Neither this Agreement nor any notice of it shall be recorded in any public records.

b. Governing Laws. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

c. Counterparts; Electronic Signatures. This Agreement may be executed and delivered in counterparts, each of which will be deemed an original, and all of which, taken

EXHIBIT

together, will constitute one instrument. This Agreement may be executed using an electronic signature, which will be the equivalent of the signer's written signature. By using an electronic signature, the signing party is manifesting that party's assent and intends that electronic signature to bind the party.

d. **Sovereign Immunity; Limitation of Liability.** The Licensee is a sovereign Florida municipal government. Nothing contained in this Agreement, nor any Licensee indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the Licensee's sovereign immunity. The parties agree the total liability of the Licensee to the Lessor shall not exceed the Licensee's limits of liability as set forth in §768.28(5) of the Florida Statutes in effect as of the date of this Agreement, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

e. **Public Records.** Florida's public records laws may apply to this Agreement. Accordingly, Lessor is advised to generally comply with Florida's public records laws, and specifically, Lessor is advised to:

- i. Keep and maintain public records required by the Licensee to perform and/or provide the service or services contracted for herein.
- ii. Upon request from the Licensee's custodian of public records, provide the Licensee with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Lessor does not transfer the records to the Licensee.
- iv. Upon completion of this Agreement, transfer, at no cost, to the Licensee all public records in possession of the Lessor, or keep and maintain public records required by the Licensee to perform the service. If the Lessor transfers all public records to the Licensee upon completion of this Agreement, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessor keeps and maintains public records upon completion of this Agreement the Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Licensee, upon request from the Licensee's custodian of public records, in a format that is compatible with the information technology systems of the Licensee.

**IF LESSOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS**

EXHIBIT

**RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:**

Audrey E. Sikes, City Clerk,

City of Lake City, Custodian of Public Records

At 386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue,

Lake City, FL 32055.

(Signature Page Follows)

EXHIBIT

IN WITNESS HEREOF, Licensor has executed this Agreement as of the Effective Date.

LICENSOR:

TARGET CORPORATION,
a Minnesota corporation

By: _____
Name: _____
Title: _____

LICENSEE:

	BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA Noah E. Walker, Mayor
ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA: Audrey E. Sikes, City Clerk	

EXHIBIT

EXHIBIT A

Insurance Requirements

Licensee must procure and maintain for the duration of this Agreement: (i) commercial general liability insurance providing occurrence basis liability insurance coverage, with a combined single limit of at least \$3,000,000.00, against claims for personal injury, death, or property damage, (ii) workers compensation insurance as required by any applicable law or regulation, (iii) employer's liability insurance with limits of not less than \$1,000,000.00 each accident for bodily injury, \$1,000,000.00 each employee for bodily injury by disease, and \$1,000,000.00 policy limit for bodily injury by disease, and (iv) automobile liability insurance (bodily injury and property damage liability), including coverage for owned, hired, and non-owned vehicles with limits of liability of not less than \$1,000,000.00 combined single limit per occurrence. All such policies must (a) name Lessor as an additional insured, (b) be primary and non-contributory to any other insurance available, (c) be obtained from an insurance company or companies licensed to do business in the United States with an A.M. Best rating of A-X or better, (d) cover claims brought in the United States (including its territories and possessions), Puerto Rico and Canada, and (e) remain in full force and effect throughout the term of this Agreement. Prior to entering the Property and Building, Licensee must provide Lessor with a copy of a Certificate of Insurance evidencing such coverage.

EXHIBIT

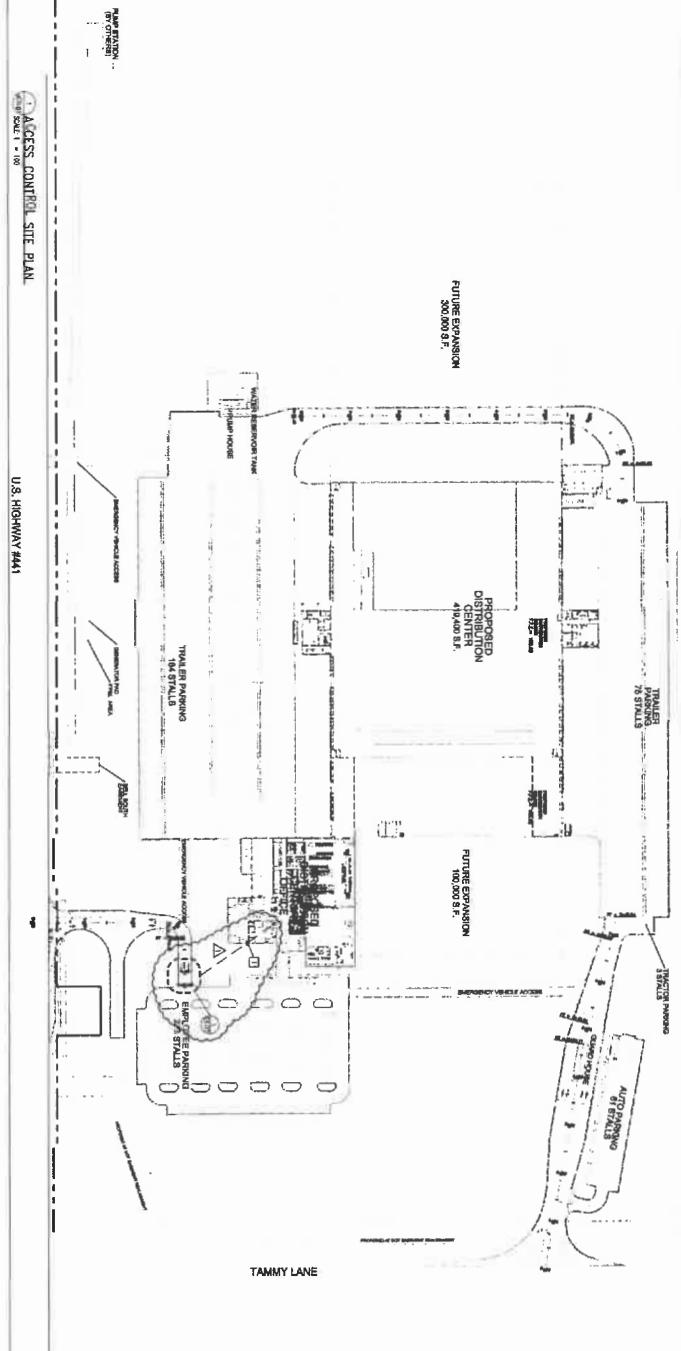
EXHIBIT B

Site Plan

EXHIBIT

Exhibit "B"
to
Temporary License Agreement

SITE PLAN



**TARGET FOOD
DISTRIBUTION CENTER
T-3892
Lake City, Florida**

EXHIBIT

REVISIÖNS
KÄRAME

FILED
APR 11 1968
FBI - BOSTON

Project No. 022-10077-000

AC0.01