

AGENDA
Community Redevelopment Agency Meeting
April 3, 2017
5:45 p.m. at City Hall

1. Call to Order
2. Roll Call
3. Approval of Minutes-March 20, 2017
4. Approval of Agenda
5. CRA Resolution No. 2017-02, if adopted, will authorize the CRA to enter into a Development Agreement with Double Eagle Investors, LLC., whereby Double Eagle Investors, LLC, will renovate and rehabilitate to City Code compliance the buildings located on property Parcel Number R12683-000 located within the slum and blighted area of the City and authorizing the CRA to pay \$45,000.00, from the CRA's Redevelopment Trust Fund.
6. Schedule Next Meeting
7. Adjournment

COMMUNITY
REDEVELOPMENT AGENCY

MINUTES

CITY COUNCIL

The City Council in and for the citizens of the City of Lake City met as the Community Redevelopment Agency, on March 20, 2017 beginning at 5:45 P.M. in the City Council Chambers, located at City Hall, 205 North Marion Avenue, Lake City, Florida 32055.

Members

Mayor/Councilmember

Stephen M. Witt

Vice Mayor/Councilmember

George Ward

City Council

Jake Hill, Jr.

Eugene Jefferson

Melinda Moses

1. Call to order
Chairman Witt called the meeting to order at 5:45 P.M.
2. Roll Call
Attendance is indicated above.
3. Approval of minutes
A. April 18, 2016
Ms. Moses made a motion to approve the April 18, 2017 minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.
4. Approval of agenda
Mr. Jefferson made a motion to approve the agenda as presented. Ms. Moses seconded the motion and the motion carried unanimously on a voice vote.
5. Community Redevelopment Agency (CRA) Resolution No. 2017-01, if adopted will authorize the CRA to appropriate \$20,000.00 to the Greater Lake City Community Development Corporation for the acquisition of land at the intersection of Davis Street and Martin Luther King Street for the development of affordable housing. **Ms. Moses made a motion to adopt Community Redevelopment Agency Resolution No. 2017-01, authorizing the appropriation of \$20,000.00 to the Greater Lake City Community Development Corporation for the acquisition of land at the intersection of Davis Street and Martin Luther King Street for the development of affordable housing. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

Ms. Moses	Aye
Mr. Hill	Aye
Mr. Ward	Aye
Mr. Jefferson	Aye
Chairman Witt	Aye

After the motion, Mr. Koberlein determined the incorrect title for CRA Resolution No. 2017-01 was read and enacted. Mr. Koberlein read the correct CRA Resolution title as follows:

Community Redevelopment Agency (CRA) Resolution No. 2017-01, if adopted will authorize the CRA to appropriate \$20,000.00 to the Greater Lake City Community Development Corporation for the acquisition of real property identified as Parcel#00-00-00-10845-000, for the development of affordable housing. **Ms. Moses made a motion to adopt Community Redevelopment Agency Resolution No. 2017-01, authorizing the appropriation of \$20,000.00 to the Greater Lake City Community Development Corporation for the acquisition of real property identified as Parcel #00-00-00-10845-000 for the development of affordable housing. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

Ms. Moses	Aye
Mr. Hill	Aye
Mr. Ward	Aye
Mr. Jefferson	Aye
Chairman Witt	Aye

6. Consider FY 2016 CRA Annual Report

Note: This report was accepted and approved for recommendation to the CRA by the CRA Advisory Committee at their meeting on March 14, 2017.

Mr. Ward made a motion to accept the FY 2016 CRA Annual Report. Ms. Moses seconded the motion. A roll call was taken and the motion passed.

Mr. Ward	Aye
Ms. Moses	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Chairman Witt	Aye

7. Schedule Next Meeting
The next meeting will be scheduled as needed.
8. Adjournment
There being no further business the meeting adjourned at 5:55 p.m. on a motion made and duly seconded.

Stephen M. Witt, Chairman

Audrey Sikes, Acting Secretary

FLK/cnj
3/30/2017

CRA RESOLUTION NO. 2017-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CRA TO ENTER INTO A DEVELOPMENT AGREEMENT WITH DOUBLE EAGLE INVESTORS, LLC., WHEREBY DOUBLE EAGLE INVESTORS, LLC, WILL RENOVATE AND REHABILITATE TO CITY CODE COMPLIANCE THE BUILDINGS LOCATED ON PROPERTY PARCEL NUMBER R12683-000 LOCATED WITHIN THE SLUM AND BLIGHTED AREA OF THE CITY AND AUTHORIZING THE CRA TO PAY \$45,000.00, 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, Double Eagle Investors, LLC. (herein "Double Eagle") owns the fee simple title to the following parcel of land:

For a starting point, commence at the NE corner of Block No. 19, Central Division of the City of Lake City; run West along the South line of Madison Street, 204.47 feet more or less to the East line of Columbia Street; run south along the East line of Columbia Street 61.5 feet to the lot formerly owned by Southern Bell Telephone & Telegraph Company; run East along the North line of said Southern Bell lot 105 feet; run North 5 feet to the Northwest corner of the building occupied by Blue Goose restaurant IN 1937; RUN East 105 feet more or less along the North line of said Blue Goose Restaurant lot to the West line of Marion Street; run North along the West line of Marion Street 54.8 feet more or less to the Point of Beginning, LESS AND EXCEPT the lands as contained in Official Records Book 1050, Page 1760, being more particularly described as follows: Commence at the Northeast corner Block 19, Central Division, City of Lake City, Florida and run due South along the Westerly right-of-way line of

Marion Street a distance of 29.48 feet to the Point of Beginning; thence continue due South along said Westerly right-of-way line of Marion Street a distance of 23.55 feet to a point on the South wall of a brick building occupied by Nearly New Consignment; thence S 89°24'54 W along said South wall a distance of 98.52 feet; thence N 00°42'45" W a distance of 23.68 feet to the Southwest corner of brick building occupied by Ruppert's Bakery and Café; thence N 89°29'24" E along the South wall of said brick building a distance of 98.81 feet to the Point of Beginning.

Identified on the Tax Rolls of Columbia County as Parcel Number: R12683-000; and

WHEREAS, Parcel Number R12683-000 (herein collectively the "Property" and/or the "Site"), is located within the slum and blighted area designated in and defined by the CRA in the Plan and upon which is located improvements consisting of commercial store buildings that presently do not conform to or comply with the City Building Codes and constitute a health and safety hazard to the citizens of the City; and

WHEREAS, Double Eagle, at its cost, has offered and will renovate and rehabilitate the buildings located upon the Site pursuant to and in accordance with building plans and specifications (the "Building Plans") filed with the City and bring the buildings into full compliance with the City Building Codes (herein the "Project") and to open and operate a full-time professional office (the "Office") within the renovated buildings and to create seven (7) full-time jobs, provided the CRA will approve Double Eagle's application for a Facade Grant in the

amount of \$45,000.00 (the "Grant Funds") to improve the appearance of the exterior of the building located on the Property. 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 may be paid to Double Eagle after Double Eagle has provided the CRA with proof satisfactory to the City's 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 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 Double Eagle pursuant to and in accordance with the

terms and conditions of a Development Agreement (the "Development Agreement"), 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 (the "Agreement") is hereby approved by the CRA and the members of the CRA are hereby authorized to execute the 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 \$45,000.00 to be contributed to Double Eagle pursuant to and in accordance with the terms and conditions of the 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 ____ day of April, 2017.

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: _____
Fred Koberlein
City Attorney



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein "Agreement") made and entered into this ____ day of April, 2017, by and among the CITY OF LAKE CITY COMMUNITY REDEVELOPMENT AGENCY (herein "Agency" and/or "CRA"), whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055, and DOUBLE EAGLE INVESTORS, LLC., a Florida limited liability company (herein "Double Eagle" or "Developer") whose mailing address is 184 North Marion Ave., Lake City, Florida 32055, and the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of Florida (herein "City"), whose mailing address is 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 CRA 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.

F. Double Eagle Investors, LLC. owns the fee simple title to the following parcel of land:

For a starting point, commence at the NE corner of Block No. 19, Central Division of the City of Lake City; run West along the South line of Madison Street, 204.47 feet more or less to the East line of Columbia Street; run south along the East line of Columbia Street 61.5 feet to the lot formerly owned by Southern Bell Telephone & Telegraph Company; run East along the North line of said Southern Bell lot 105 feet; run North 5 feet to the Northwest corner of the building occupied by Blue Goose restaurant IN 1937; RUN East 105 feet more or

less along the North line of said Blue Goose Restaurant lot to the West line of Marion Street; run North along the West line of Marion Street 54.8 feet more or less to the Point of Beginning,

LESS AND EXCEPT the lands as contained in Official Records Book 1050, Page 1760, being more particularly described as follows: Commence at the Northeast corner Block 19, Central Division, City of Lake City, Florida and run due South along the Westerly right-of-way line of Marion Street a distance of 29.48 feet to the Point of Beginning; thence continue due South along said Westerly right-of-way line of Marion Street a distance of 23.55 feet to a point on the South wall of a brick building occupied by Nearly New Consignment; thence S 89°24'54" W along said South wall a distance of 98.52 feet; thence N 00°42'45" W a distance of 23.68 feet to the Southwest corner of brick building occupied by Ruppert's Bakery and Café; thence N 89°29'24" E along the South wall of said brick building a distance of 98.81 feet to the Point of Beginning.

Identified on the Tax Rolls of Columbia County as Parcel Number: R12683-000.

Parcel was acquired by Double Eagle Investors, LLC., ("Double Eagle") by Warranty Deed dated January 26, 2017, copy of which is attached as "Exhibit A".

G. Parcel Number R12683-000 (herein collectively the "Property" and/or the "Site"), are located within the slum and blighted area designated in and defined by the Agency in the Plan and upon which is located improvements consisting of commercial store buildings that presently do not conform to or comply with the City Building Codes and constitute a health and safety hazard to the citizens of the City.

H. Developer has offered, at Developer's cost, to renovate and rehabilitate the buildings located upon the Site pursuant to and in accordance with building plans and specifications (the "Building Plans") filed with the City and will bring the buildings into full compliance with the City Building Codes (herein the "Project") and to open and operate a full-time Business Office (the "Office") within the renovated buildings and to create seven (7) full-time jobs, provided the CRA will approve Developer's application for a Facade Grant in the amount of \$45,000.00 (the "Facade Grant") to improve the appearance of the exterior of the building located on the Property. 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 application for the Facade Grant in the amount \$45,000.00 and will reimburse Developer for costs expended by Developer at regular intervals to be determined by the Agency with appropriate documentation provided by the Developer to the satisfaction of the Agency.

I. Notwithstanding anything herein to the contrary in this Agreement, the Facade Grant shall not be paid to the Developer until Developer has provided the Agency with proof satisfactory to the City's 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.

J. 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.

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

L. 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, renovate and rehabilitate the buildings located upon the Site pursuant to and in accordance with the Building Plans filed with the City and to bring the buildings into full compliance with the City Building Codes (herein the "Project"). Upon the completion of the Project, which includes improving the appearance of the

exterior of the building, Developer also agrees to open and operate a full-time office within the renovated buildings and to create jobs for no less than nine (9) full-time employees.

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. Developer agrees to complete the Project and open the Professional Office by no later than December 31, 2017.

6. Except for the payment of the Facade Grant funds to Developer, neither City nor Agency shall be obligated to pay any cost or expense incurred in the construction and completion of the Project or the operation of the Business Office.

7. Agency agrees to and shall appropriate from its Redevelopment Trust Fund the Facade Grant (\$45,000.00) to be paid to Developer as provided for herein.

8. Developer may seek reimbursement from the Agency and Agency will reimburse Developer, from the Façade Grant, for costs expended by Developer

at regular intervals to be determined by the Agency with appropriate documentation provided by the Developer to the satisfaction of the Agency.

9. 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.

10. 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.

11. 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.

12. In the event Developer defaults in any of the terms or provisions of this Agreement prior to the completion of the Project or fails to complete the Project by December 31, 2017, City and Agency shall have the right by written notice to Developer to cancel and terminate this Agreement, and upon such termination, Developer shall forfeit all rights to the Façade Grant as well as all proceeds previously paid to Developer from the Façade Grant by the Agency.

13. 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.

14. Developer represents and warrants to City and Agency that Double Eagle Investors LLC is a Florida limited liability company in good standing, and the owner of the fee simple title to Parcel Number R12683-000, and has the legal authority to enter into this Agreement.

15. 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. Jordan C. Moses
184 North Marion Ave.
Lake City, Florida 32055

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

17. 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.

18. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered
In the presence of:

DOUBLE EAGLE INVESTORS, LLC.

Witness

(Print/type name)

By: _____
JORDAN C. MOSES
Manager

Witness

(Print/type name)

CITY OF LAKE CITY, FLORIDA

By: _____
STEPHEN M. WITT
Mayor

ATTEST

By: _____
AUDREY SIKES, City Clerk

APPROVED AS TO FORM AND LEGALITY

By: _____
FRED KOBERLEIN, City Attorney