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**AGENDA**  
**CITY OF LAKE CITY**  
**City Council Regular Session**  
**December 3, 2012**  
**7:00 P.M. at City Hall**

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**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Vice Mayor-Council Member George Ward

1. **ROLL CALL**

2. **PROCLAMATIONS**

None

3. **MINUTES**

None

4. **APPROVAL OF AGENDA**

5. **APPROVAL OF CONSENT AGENDA**

A. Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full time employees.

B. Approval to award Bid No. ITB-001-2013 for U S Highway 90 Landscape & Maintenance Service to Green Star Management, LLC the lowest responsive responsible bidder.

6. **PERSONS WISHING TO ADDRESS COUNCIL**

7. **PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA**

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. RESOLUTIONS:

1. City Council Resolution No. 2012-083, if adopted, will declare certain property owned by the City to be surplus to its needs; and authorizing the City to sell such property at a public auction.
2. City Council Resolution No. 2012-084, if adopted, will rescind City Council Resolution No. 2011-052 adopted on June 20, 2011, which authorized the City to convey title to a portion of the sidewalk on the North side of Veterans Street to John G. Kuykendall and Catherine M. Kuykendall by quit-claim deed restricting the use of the property solely for the purpose of constructing upon the property a stairway to provide access to the second floor of the two-story office building located on adjacent land.
3. City Council Resolution No. 2012-085, if adopted, will authorize the City to convey title by quit-claim deed to a portion of the sidewalk on the North side of Veterans Street ("City Property") to John G. Kuykendall, as Trustee of the John G. Kuykendall Living Trust, dated February 15, 2012 (the "Trust"), providing that the deed contain and be subject to certain terms, conditions, requirements and limitations, including reversion of title; requiring the Trust to indemnify and hold City harmless.
4. City Council Resolution No. 2012-086, if adopted, will authorize the City to provide SBA IV, LLC ("SBA") with information to confirm the current status of the Ground Lease Agreement between the City and Towercom III, LLC ("Towercom") dated October 1, 2010, relating to a lease on a portion of the Lake City Gateway Airport upon which is located a communications tower.
5. City Council Resolution No. 2012-087, if adopted, will authorize the City to enter into Lease Agreement with Med-Trans Corporation, a foreign limited liability company, authorized to do business in the State of Florida, leasing

vacant property located at the Lake City Gateway  
Airport; and authorizing execution of the lease.

10. **DEPARTMENTAL ADMINISTRATION**

A. Reclassification of Fire Department "Battalion  
Chief" Positions (Asst. Fire Chief Armijo)

11. **COMMENTS BY COUNCIL MEMBERS**

12. **ADJOURNMENT**

<b>MEETING DATE</b>
December 3, 2012

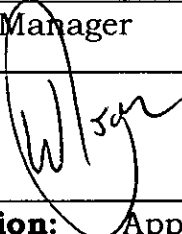
# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	5
ITEM NO.	A

**SUBJECT:** Annual Employee Token of Appreciation

**DEPT / OFFICE:**

<b>Originator:</b> City Manager		
<b>City Manager</b> Wendell Johnson	<b>Department Director</b> N/A	<b>Date</b> 11/26/12
		
<b>Recommended Action:</b> Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full time employees.		
<b>Summary Explanation &amp; Background:</b> A nominal level of monetary appreciation customarily provided to employees on an annual basis during December and appropriately in amounts ranging from \$50.00 to \$100.00.		
<b>Alternatives:</b> Lesser or no amount for purpose requested.		
<b>Source of Funds:</b> Annual Budget-Funded item each Department's Personnel Budget		
<b>Financial Impact:</b> Approximately \$24,000		
<b>Exhibits Attached:</b> None		

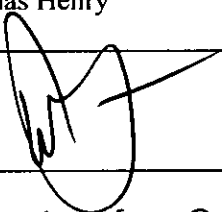
Meeting Date
12/3/12

# City of Lake City Report to Council

AGENDA	
Section	5
Item No.	B

**SUBJECT: Median Islands on US 90 West**

**DEPT. / OFFICE: Public Works**

<b>Originator:</b> Thomas Henry		
<b>City Manager</b>  Wendell Johnson	 <b>Department Director</b>  Thomas Henry	<b>Date</b>  11/27/12
<b>Recommended Action:</b> Council to approve the bid contract from Green Star Management LLC		
<b>Summary Explanation &amp; Background:</b>  In 2001 FDOT widen US 90 west and the City took the responsibility for the landscaping of the islands. In 2006, the Columbia Tourist Development is cutting back on some of their projects that they were working on and they are giving the Islands back to the City as of January 1, 2013. We can help offset some of the cost by getting sponsorship for each of the Islands. I am currently working on a monthly cost for sponsorship for the Islands.		
<b>Alternatives:</b> Hire more employees, which will cost the City more money to operate		
<b>Source of Funds:</b>  Contingency		
<b>Financial Impact:</b>  \$11,160.00		
<b>Exhibits Attached:</b> See attached bid		



**US Highway 90 Landscape & Maintenance Services**

ITB-001-2013

Opened November 15, 2012 @ 11:15 A.M.

Awarded by Council on:

<b>Green Star Management, LLC</b> 566 SW Arlington Blvd, Ste 101 Lake City, FL 32025 (386) 965-5190 cell	<b>Stoneridge Management LLC</b> 202 SW Hamlet Circle Lake City, FL 32024 (386)755-0078	<b>Elixson Enterprises LLC</b> 13321 N CR 229 Raiford, FL 32083 (386) 431-1216
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Item 1: Annual Landscape and Maintenance Services for Five Median Islands on US Highway 90

<b>\$11,160.00*</b>	<b>\$21,070.00</b>	<b>\$9912.00*</b>
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\* annual trimming of palms

\*not licensed

Recommendation: Green Star Management, LLC.

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**CITY COUNCIL RESOLUTION NO. 2012-083**

**A RESOLUTION DECLARING CERTAIN PROPERTY OWNED BY THE CITY TO BE SURPLUS TO ITS NEEDS; AND AUTHORIZING THE CITY TO SELL SUCH PROPERTY AT A PUBLIC AUCTION.**

**WHEREAS**, the City of Lake City, Florida ("City") has determined that certain property described on Exhibit A attached hereto, is surplus to the needs of the City ("surplus property") and should be sold at a public auction sale.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA**, as follows:

**Section 1.** The above recital is true and accurate and is incorporated herein and made a part of this resolution.

**Section 2.** The property described on Exhibit "A" is hereby declared surplus to the City's needs and shall be sold on Gov.Deals.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

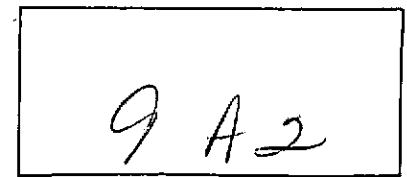
APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**EXHIBIT "A" TO CITY COUNCIL RESOLUTION NO. 2012-083**  
**FIXED ASSET SURPLUS**  
**12/3/2012**

Asset	G/L	Department	Description	Acq Date	Cost	Acc Depr
1159	410	Utility	METERS & BOXES	10/1/1957	\$7,155.35	\$7,155.35
1160	410	Utility	METERS & BOXES	10/1/1958	\$5,248.99	\$5,248.99
1161	410	Utility	METERS & BOXES	10/1/1959	\$7,385.92	\$7,385.92
1162	410	Utility	METERS & BOXES	10/1/1960	\$9,050.21	\$9,050.21
1163	410	Utility	METERS & BOXES	10/1/1962	\$8,190.83	\$8,190.83
1164	410	Utility	METERS & BOXES	10/1/1963	\$9,356.16	\$9,356.16
1165	410	Utility	METERS & BOXES	10/1/1963	\$9,549.59	\$9,549.59
1166	410	Utility	METERS & BOXES	10/1/1964	\$10,949.56	\$10,949.56
1167	410	Utility	METERS & BOXES	10/1/1965	\$8,767.19	\$8,767.19
1168	410	Utility	METERS & BOXES	10/1/1966	\$5,571.80	\$5,571.80
1169	410	Utility	METERS & BOXES	10/1/1967	\$3,375.48	\$3,375.48
1170	410	Utility	METERS & BOXES	10/1/1968	\$1,599.83	\$1,599.83
1171	410	Utility	METERS & BOXES	10/1/1969	\$737.37	\$737.37
1172	410	Utility	METERS & BOXES	10/1/1970	\$1,364.88	\$1,364.88
1173	410	Utility	METERS & BOXES	10/1/1971	\$448.75	\$448.75
1174	410	Utility	METERS & BOXES	10/1/1972	\$760.40	\$760.40
1175	410	Utility	METERS & BOXES	10/1/1973	\$3,786.16	\$3,786.16
1176	410	Utility	METERS & BOXES	10/1/1974	\$1,125.75	\$1,125.75
1177	410	Utility	METERS & BOXES	10/1/1975	\$1,568.04	\$1,568.04
1178	410	Utility	METERS & BOXES	10/1/1976	\$6,485.15	\$6,485.15
1179	410	Utility	METERS & BOXES	10/1/1977	\$7,280.02	\$7,280.02
1180	410	Utility	METERS & BOXES	10/1/1978	\$21,852.57	\$21,852.57
1181	410	Utility	METERS & BOXES	10/1/1980	\$3,352.20	\$3,352.20
1182	410	Utility	METERS & BOXES	10/1/1981	\$6,546.70	\$6,546.70
1183	410	Utility	METERS & BOXES	10/1/1979	\$2,721.60	\$2,721.60
					\$144,230.50	\$144,230.50





**CITY COUNCIL RESOLUTION NO. 2012-084**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RESCINDING CITY COUNCIL RESOLUTION NO. 2011-052 ADOPTED ON JUNE 20, 2011, WHICH AUTHORIZED THE CITY TO CONVEY TITLE TO A PORTION OF THE SIDEWALK ON THE NORTH SIDE OF VETERANS STREET ("CITY PROPERTY") TO JOHN G. KUYKENDALL AND CATHERINE M. KUYKENDALL ("KUYKENDALL") BY QUIT CLAIM DEED RESTRICTING THE USE OF THE CITY PROPERTY SOLELY FOR THE PURPOSE OF CONSTRUCTING UPON THE CITY PROPERTY A STAIRWAY TO PROVIDE ACCESS TO THE SECOND FLOOR OF THE TWO-STORY OFFICE BUILDING LOCATED ON LAND ADJACENT TO THE CITY PROPERTY OWNED BY KUYKENDALL ("KUYKENDALL PROPERTY").**

**WHEREAS**, on June 20, 2011, the City Council passed and adopted City Council Resolution No. 2011-052 authorizing the City to convey title by quit claim deed (the "Deed") to a portion of the sidewalk on the North side of Veterans Street (the "City Property") to John G. Kuykendall and Catherine M. Kuykendall ("Kuykendall") for the sole purpose of constructing upon the City Property a stairway to provide access to the second floor of the two-story office building located on land adjacent to the City Property owned by Kuykendall ("Kuykendall Property"); restricting the use of the City Property and containing conditions for reversion of title to the City if the proposed improvements are not timely made, if the use is abandoned, and if insurance is not maintained and requiring Kuykendall to indemnify and hold City harmless; and

**WHEREAS**, prior to the provisions and authorization of Resolution No. 2011-052 being implemented by the parties, Catherine M. Kuykendall died, and following her death, title to the Kuykendall office building ("Kuykendall Property") adjacent to the City Property was transferred and conveyed to John G. Kuykendall, as Trustee of the John

G. Kuykendall Living Trust (the "Trust"); and

**WHEREAS**, the terms and conditions of City Council Resolution 2011-052 were not complied with and as a result of the change of ownership of the Kuykendall Property, the City desires to rescind City Council Resolution No. 2011-052.

**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 correct and are incorporated herein and made a part of this resolution.

**Section 2.** City Council Resolution No. 2011-052 is hereby rescinded.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

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**CITY COUNCIL RESOLUTION NO. 2012-085**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, ("CITY") AUTHORIZING THE CITY TO CONVEY TITLE BY QUIT CLAIM DEED (THE "DEED") TO A PORTION OF THE SIDEWALK ON THE NORTH SIDE OF VETERANS STREET (THE "CITY PROPERTY") TO JOHN G. KUYKENDALL, AS TRUSTEE OF THE JOHN G. KUYKENDALL LIVING TRUST, DATED FEBRUARY 15, 2012 (THE "TRUST"), PROVIDING THAT THE DEED CONTAIN AND BE SUBJECT TO CERTAIN TERMS, CONDITIONS, REQUIREMENTS AND LIMITATIONS, INCLUDING A REVERSION OF TITLE; REQUIRING THE TRUST TO INDEMNIFY AND HOLD CITY HARMLESS.**

**WHEREAS**, the City of Lake City, Florida ("City") owns the right-of-way, including the sidewalks, to Veterans Street (the "City Property") in downtown Lake City; and

**WHEREAS**, John G. Kuykendall, as Trustee of the John G. Kuykendall Living Trust, dated February 15, 2012 (the "Trust"), owns title to the property located at 248 North Marion Avenue, Lake City, Florida, more particularly described in deed recorded in Official Records Book 1229, Page 2580, public records of Columbia County, Florida (the "Trust Property") upon which is located a two-store commercial office building (the "Trust Building" or "Building"), which abuts the Veterans Street sidewalk along the South boundary of the Trust Property; and

**WHEREAS**, there is located upon the North wall of the Trust Building a mural (the "Mural") depicting the Ichetucknee River, the painting of which was paid for by a private citizen for the visual benefit of and a reminder to the public of both the beauty and importance of our natural springs relating to water resources in Florida; and

**WHEREAS**, the Trust desires to make office space available on the second floor of the two-store Trust Building; and

**WHEREAS**, to utilize its second floor, the Trust Building requires a second means of ingress and egress to the second floor in order to comply with City building and fire codes; and

**WHEREAS**, the only area of the Trust Property upon which the Trust can locate and construct a stairway to the second floor of the Building is the North wall of the Building which would result in the destruction of the Mural; and

**WHEREAS**, the only place, other than the North side of the Building, to locate the second means of ingress and egress is by locating a stairway on the South side of the Building, which would encroach upon the City Property located adjacent to the Trust Property; and

**WHEREAS**, if the stairway to the second floor of the Building is constructed on a portion of the City sidewalk adjacent to the South side of the Building, the Mural would not be in jeopardy of being destroyed; and

**WHEREAS**, the Trustee has requested City convey the Trust title to a portion of the sidewalk lying between the North curb of Veterans Street and the South line of the Trust Property to allow for construction of a stairway on the South side of the Trust Property; and

**WHEREAS**, City finds that preserving the Mural and the creation of additional office space within the downtown area enhances the aesthetic and economic development of the downtown area of the City and is in the public interest and welfare of its citizens and will redound to the benefit of the City and its citizens; and

**WHEREAS**, the City desires to convey to the Trust that portion of Veterans Street sidewalk more particularly described as:

Commence at the Southeast corner of Block 9, Central Division of the City of Lake City, Florida, also being a point on the West right-of-way line of North Marion Avenue and the North right-of-way line of NW Veterans Street for a POINT OF BEGINNING; thence run S 88°26'03" W, along the said North right-of-way line of NW Veterans Street, a distance of 84.0 feet; thence run S 01°40'06" E, a distance of 3.00 feet to the back of the existing concrete curb; thence run N 88°26'03" E, along the said back of curb, a distance of 84.0 feet to a point on the said West right-of-way of North Marion Avenue; thence run N 01°40'06" W, along said West right-of-way line 3.00 feet to the POINT OF BEGINNING,

subject to the terms and conditions contained in the Quit-Claim Deed with reversion rights, a copy of which is attached hereto and by this reference made a part of this resolution (the "Deed"); and

**WHEREAS**, the Deed is subject to such changes, modifications, or amendments required and authorized by Section 3 of this resolution.

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

**Section 1.** The above recitals are true and correct and by this reference are incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to convey the Trust that portion of the sidewalk along the North side of Veterans Street as described in the Deed, subject to the terms and conditions provided for in the Deed for the sole purpose of constructing and use of an exterior stairway providing ingress and egress to the second floor of the Building located on the Trust Property. In the event of a breach of the terms and

conditions contained in the Deed, title to the Land shall revert to the City. The conditions contained in the Deed shall run with the Land and shall be binding on the parties' successors and assigns.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Deed as may be deemed legal and necessary and in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Deed in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor-Councilman

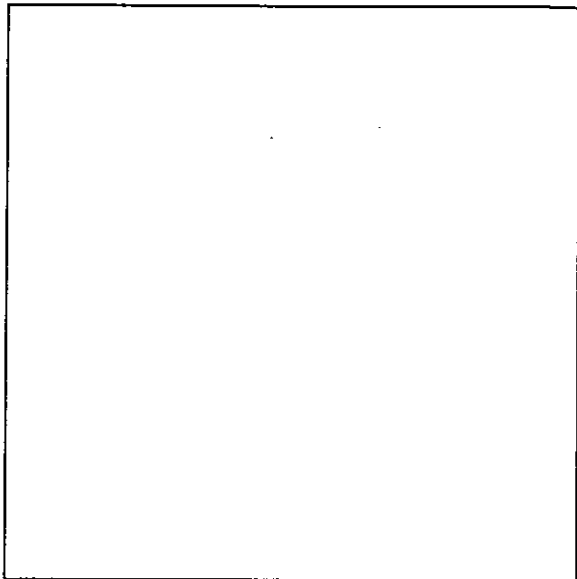
ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

RES  
306.02-11-057  
06/16/11  
7/18/2011 (revised)  
7/25/2011 (revised)  
9/6/2011 (revised)  
11/16/2012 (revised)  
11/29/2012 (revised)



THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:

Herbert F. Darby  
Darby & Peele  
285 NE Hernando Avenue  
Post Office Drawer 1707  
Lake City, FLORIDA 32056  
(386) 752-4120

TAX PARCEL NO. R12653-000

**QUIT CLAIM DEED WITH  
REVERSIONARY INTEREST**

THIS QUIT CLAIM DEED, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the **CITY OF LAKE CITY, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is 205 N. Marion Avenue, Lake City, Florida 32055, as Grantor (sometimes referred to as "City"), to JOHN G. KUYKENDALL, as Trustee, under the JOHN G. KUYKENDALL LIVING TRUST (the "Trust"), dated February 15, 2012, and any amendments thereto, whose address is 727 NW Old Mill Avenue, Lake City, Florida 32055, as Grantee.

WITNESSETH, Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release, and quit claim unto Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Columbia, State of Florida, to-wit:

Commence at the Southeast corner of Block 9, Central Division of the City of Lake City, Florida, also being a point on the West right-of-way line of North Marion Avenue and the North right-of-way line of NW Veterans Street for a POINT OF BEGINNING; thence run S 88°26'03" W, along the said North right-of-way line of NW Veterans Street, a distance of 84.0 feet; thence run S 01°40'06" E, a distance of 3.00 feet to the back of the existing concrete curb; thence run N 88°26'03" E, along the said back of curb, a distance of 84.0 feet to a point on the



said West right-of-way of North Marion Avenue; thence run N 01°40'06" W, along said West right-of-way line 3.00 feet to the POINT OF BEGINNING,

<sup>ct</sup>  
(herein the "Property").

### RECITALS

This Quit-Claim Deed ("Deed") is given to and accepted by Grantee subject to Grantee, its successors and assigns, being bound by and complying with the following terms, conditions, requirements and limitations:

1. The sole purpose of this Deed is to permit Grantee to construct upon the Property a stairway that will provide access to the second floor of the two-store office building located on Grantee's adjacent land. <sup>ct</sup>
2. Grantee shall apply to and obtain from the City a permit to construct the stairway pursuant to and in accordance with the plans and specifications supplied to and approved by Grantor within ninety (90) calendar days from the date of this Deed.
3. Grantee shall complete the stairway construction within nine (9) months from the date the permit is issued by the City.
4. Grantee shall indemnify and hold Grantor, its officials, officers, employees and agents, harmless from any and all claims, suits, damages and attorney fees that may arise from the construction and/or use of the Property and the stairway to be constructed thereon. <sup>ct</sup>
5. Grantee shall at all times maintain liability insurance covering the construction and use of the stairway with limits of no less than \$1,000,000.00, which insurance shall name City as additional insured. Grantor shall be provided with proof of the insurance.
6. Grantee shall permit the wall mural (the "Mural") located on the north side of Grantee's adjacent two-story office building depicting the Ichetucknee River to remain on the building unless it becomes faded, worn and unsightly for failure to be artistically maintained so that it aesthetically continues to depict the Ichetucknee River. Neither Grantee nor Grantee's successors or assigns shall be obligated to maintain the Mural. In the event the Mural is not properly maintained and over time becomes faded, worn or otherwise unsightly, Grantee or Grantee's successors and assigns

may, upon sixty (60) days' written notice to Grantor, remove the Mural from the wall of the building without violating the terms, conditions, requirements and limitations provided for herein.

In the event Grantee breaches any of the foregoing conditions, or in the event that Grantee no longer uses the Property for stairway access to the adjacent two-story office building, then title to the Property described herein shall revert back to Grantor. Upon a breach or upon non-use of the Property for the purposes expressed herein, Grantor shall send written notice to Grantee setting forth the breach or non-use. Grantee shall have thirty (30) days from receipt of the notice to cure the breach or non-use or deed the Property back to Grantor. Upon Grantee's failure to cure the breach within said thirty (30) day period after notice to Grantee and Grantee's failure to convey the Property back to Grantor, Grantor shall have the right to file a notice in the public records that the Property has reverted to the Grantor pursuant to the terms and conditions provided for in the Deed.

The conditions and terms set forth herein shall run with the Property and shall be binding upon the parties' successors and assigns.

This deed given to and accepted by Grantee is authorized by City Council Resolution No. 2012-085 and by reference incorporated herein and made a part of this Deed.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, equity and claim whatsoever of the said Grantor, either in law or in equity to the only proper use and benefit of the said Grantee forever, subject however, to the terms, conditions, requirements and limitations provided for herein.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

Witnesses as to City of Lake City, Florida

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by STEPHEN M. WITT, as Mayor of the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of Florida, for and on behalf of said City, who is personally known to me.

(NOTARIAL  
SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
(Print/type name)

My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

JOHN G. KUYKENDALL, as Trustee of the Trust hereby acknowledges the receipt and delivery of this deed and agrees for and on behalf of the Trust and its successors and assigns to comply with and be bound by all of the terms, conditions, requirements and limitations contained in this deed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, sealed and delivered  
in the presence of:

JOHN G. KUYKENDALL LIVING  
DATED FEBRUARY 15, 2012

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(type or print name)

By;

\_\_\_\_\_  
JOHN G. KUYKENDALL  
Trustee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(type or print name)

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by JOHN G. KUYKENDALL, as Trustee under the JOHN G. KUYKENDALL LIVING TRUST dated February 15, 2012, for and on behalf of the Trust, who is personally known to me, or who produced \_\_\_\_\_ as identification.

(NOTARIAL  
SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Print/type name)

My Commission Expires:

9 A 4

**CITY COUNCIL RESOLUTION NO. 2012-086**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ("CITY") AUTHORIZING THE CITY TO PROVIDE SBA IV, LLC ("SBA") WITH INFORMATION TO CONFIRM THE CURRENT STATUS OF THE GROUND LEASE AGREEMENT BETWEEN THE CITY AND TOWERCOM III, L.L.C. ("TOWERCOM") DATED OCTOBER 1, 2010, RELATING TO A LEASE ON A PORTION OF THE LAKE CITY GATEWAY AIRPORT UPON WHICH IS LOCATED A COMMUNICATIONS TOWER.**

**WHEREAS**, the City of Lake City, Florida ("City") has entered into a Ground Lease Agreement dated October 1, 2010, with TowerCom III, L.L.C. ("TowerCom") relating to a portion of the Lake City Gateway Airport property as evidenced by Memorandum of Lease dated October 1, 2010, recorded in Official Records Book 1215, beginning at Page 1186, public records of Columbia County, Florida (the "Lease"); and

**WHEREAS**, TowerCom is contemplating assigning the Lease to SBA IV, LLC ("SBA"); and

**WHEREAS**, SBA has requested the City to provide it with certain information confirming the status of the Lease as requested in letter dated November 19, 2012, copy of which is attached hereto as Exhibit "A" (the "Letter Request"); and

**WHEREAS**, the City finds that it is proper to provide SBA with the information requested in the Letter Request subject to changes, modifications or amendments required and authorized by Section 3 of this resolution.

**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 by this reference incorporated herein and made apart of this resolution.

**Section 2.** The City is hereby authorized to provide SBA with the information requested in the Letter Request.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Letter Request as may be deemed necessary to be in the best interest of the city. The mayor is authorized and directed to execute and deliver the Letter Request in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:

\_\_\_\_\_  
HERBERT F. DARBY  
City Attorney



November 19, 2012

sbsite.com

VIA OVERNIGHT MAIL

City of Lake City, Florida  
Attn: Mr. Wendell Johnson, City Manager  
205 North Marion Avenue  
Lake City, FL 32055  
Phone: (386) 719-5768

**RE:** Option and Ground Lease Agreement dated October 1, 2010, by and between City of Lake City, Florida, a municipal corporation, ("Landlord") and TowerCom III, L.L.C., a Florida limited liability company ("Tenant") (the "Ground Lease") with respect to that certain real property located in Columbia County, Florida ("Property").

**SBA Site ID:** Lake City Airport

Dear Mr. Johnson:

SBA Towers IV LLC ("SBA") may take an assignment of the Ground Lease and purchase certain of Tenant's assets located on the Property including the communications tower. As part of SBA's due diligence review in determining whether to consummate this transaction, we would ask that you confirm the following:

1. Attached as Exhibit "A" is a true and complete copy of the Ground Lease and all amendments or modifications thereto. The Ground Lease constitutes the entire agreement between you and Tenant with respect to the subject matter thereof. Tenant is the current tenant under the terms of the Ground Lease.
2. The Ground Lease commenced on April 21, 2011 and the expiration date of the initial term of the Ground Lease is April 20, 2016. Tenant has the option to extend the term of the Ground Lease for an additional Seven (7) terms of five (5) years each.
3. Tenant's annual base rent under the Ground Lease is \$13,596.00 payable in equal monthly installments of \$1,133.00. Tenant shall pay additional monthly rent as set forth in the Ground Lease. All rent, additional rent and other charges due and payable under the Ground Lease have been paid through November 30, 2012.
4. Tenant shall remit all rental payments to Landlord at the address stated above unless otherwise indicated below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

1  
"EXHIBIT" A "

5. Neither you nor Tenant is in default under the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute such a default and you have no claim or defense of any nature whatsoever against Tenant with respect to the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute the basis of such a claim or defense.
6. You consent to the proposed transaction with the understanding that this consent will be effective only if the transaction closes.
7. Tenant may freely sublease space on the ground and/or on the tower without obtaining your consent.
8. SBA may from time to time grant to certain lenders selected by SBA and its affiliates (the "Lenders") a lien on and security interest in SBA's interest in the Ground Lease and all assets and personal property of SBA located on the leased space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Landlord's assets. Should Lender exercise any rights of SBA under the Ground Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Ground Lease, Landlord agrees to accept such exercise of rights by Lenders as if same had been exercised by SBA, and SBA, by signing below, confirms its agreement with this provision. If there shall be a monetary default by SBA under the Ground Lease, Landlord shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to SBA under the Ground Lease to cure such default, prior to terminating the Ground Lease. If there shall be a non-monetary default by SBA under the Ground Lease, Landlord shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to SBA under the Ground Lease to cure such default, prior to terminating the Ground Lease. The Ground Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Ground Lease is terminated as result of an SBA default or is rejected in any bankruptcy proceeding, Landlord will enter into a new lease with Lenders or their designee on the same terms as the Ground Lease within 15 days of Lenders' request made within 30 days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Ground Lease. The foregoing is not applicable to normal expirations of the term of the Ground Lease. In the event Landlord gives Tenant any notice of default under the terms of the Ground Lease, Landlord shall simultaneously give a copy of such notice to Lender at an address to be supplied by Tenant. SBA shall have the right to record of memorandum of the terms of this





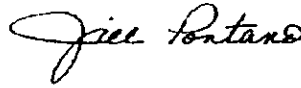
paragraph.

9. In the event the actual current tower and related improvements lay outside the legal descriptions for the leased area and access, utility and guy wire easements, SBA shall have the right to survey the improvements and record an Amended Memorandum of Lease reflecting the actual current location of the leased area and access, utility and guy wire easements.
10. If requested by SBA, you will execute a Memorandum of Lease to be recorded in the public records containing the metes and bounds description.
11. You (i) have not assigned your interest in the Ground Lease, (ii) are not under agreement to or negotiating an agreement to assign your interest in the Ground Lease, and (iii) will not assign your interest in the Ground Lease except in connection with a sale of the underlying fee title.

We would appreciate you reviewing and signing this letter at your earliest possible convenience as we would like to conclude this transaction as quickly as possible. If you could fax a copy of this signed letter to my attention at 561-226-5953 and return the original in the enclosed pre-paid return federal express envelope it would be greatly appreciated. Please do not hesitate to contact me at (561) 226-9304 or via email: [jpontano@sbase.com](mailto:jpontano@sbase.com), if you have any concerns or questions.

Sincerely,

SBA TOWERS IV LLC



---

Jill Pontano

**ACKNOWLEDGED AND CONFIRMED:**

City of Lake City, Florida,  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY COUNCIL RESOLUTION NO. 2012-087**

**A RESOLUTION AUTHORIZING THE CITY OF LAKE CITY, FLORIDA, TO ENTER INTO LEASE AGREEMENT WITH MED-TRANS CORPORATION, A FOREIGN LIMITED LIABILITY COMPANY, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, LEASING VACANT PROPERTY LOCATED AT THE LAKE CITY GATEWAY AIRPORT ; AND AUTHORIZING EXECUTION OF THE LEASE.**

**WHEREAS**, Med-Trans Corporation, a Foreign limited liability company, authorized to do business in the State of Florida, ("Med-Trans"), desires to lease from the City of Lake City, Florida ("City") a portion of vacant property at the Lake City Gateway Airport (the "Airport") and the City is willing to lease the vacant property at the Airport to Med-Trans in accordance with the terms and conditions of Lease Agreement (the "Lease"), copy of which, while not attached hereto, is on file in the office of the City Clerk and by this reference made a part of this resolution; and

**WHEREAS**, the terms and conditions of the Lease are acceptable to the City; and

**WHEREAS**, the Lease is subject to such changes, modifications, or amendments required and authorized by Section 3 of this resolution.

**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 by this reference incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to lease to Med-Trans the vacant property located at the Airport as described in the Lease and in accordance with the

terms and conditions of the Lease.

**Section 3.** The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Lease as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Lease in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Med-Trans shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Auditor and Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

<b>MEETING DATE</b>
December 17, 2012

# CITY OF LAKE CITY

## Report to Council

<b>COUNCIL AGENDA</b>	
<b>SECTION</b>	10
<b>ITEM NO.</b>	A

**SUBJECT:**   Reclassification of Fire Department "Battalion Chief" Positions

**DEPT / OFFICE:**   Fire Department

**Originator:**   Assistant Fire Chief Frank Armijo

<b>City Manager</b> Wendell Johnson	<b>Department Director</b> Chief Carlton Tunsil Assistant Chief Frank Armijo	<b>Date</b> 11/26/12
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**Recommended Action:**  
Approve Reclassification of three (3) Fire Department "Battalion Chief" Positions, Wage Grade 14 to three (3) Fire Department "Firefighter" Positions, Wage Grade 9.

**Summary Explanation & Background:**  
The Lake City Fire Department presently consist of one (1) fire station with twenty (20) assigned personnel as authorized and funded in the City's current "Employee Classification Document" which was adopted by the City Council during the September 2012 Budget. The following titles and numbers of assigned personnel apply: Fire Chief (1); Asst. Fire Chief (1); Battalion Chief (3); Lieutenant (3); Driver/Engineer (6); Firefighter (6). The FY 2013 Fire Department Budget for personnel services is \$1,485,789. The reclassification action will have no negative supervisory or operational impacts since the senior officers consisting of the Fire Chief, Assistant Fire Chief, and three veteran Fire Lieutenants are available with at least one of these officers assigned to each shift. The reclassification will result in an approximate \$65,000 reduction in personnel cost and provide for a more equal distribution of supervisory personnel.

**Alternatives:**  
Deny the reclassification request.

**Source of Funds:**  
General Fund and Fire Fund

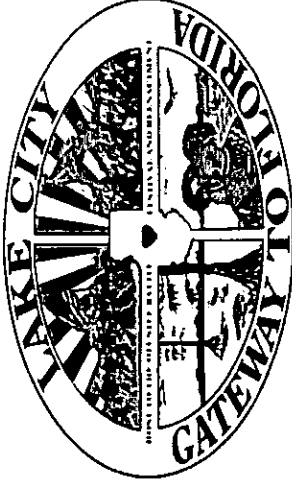
**Financial Impact:**  
Approximate savings of \$65,000 annually

**Exhibits Attached:**

- 1) Proposed Fire Department Classification Document
- 2) Fire Department Position Schedule

**CITY OF LAKE CITY  
EMPLOYEE CLASSIFICATION DOCUMENT**

**DEPARTMENT:** Fire  
**FUNCTION:** Public Safety  
**ACTIVITY:** Fire Protection/Emergency Services (600)



(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
<u>NBR</u>	<u>NBR</u>	<u>CLASS</u>	<u>POS</u>	<u>EMPLOYEE</u>	<u>GRADE</u>	<u>GRADE/STEP</u>	<u>EMP.</u>	<u>HIRE</u>	<u>FLS</u>
<u>AUTH</u>	<u>ASGD</u>	<u>TITLE</u>	<u>I.D.</u>	<u>NAME</u>	<u>AUTH</u>	<u>ASGN</u>	<u>STATUS</u>	<u>DATE</u>	<u>STATUS</u>
1	1	Chief	600		20		FTR		E
1	1	Assistant Chief	601		16		FTR		E
1	1	Lieutenant	602		12		FTR		NE
1	1	Lieutenant	603		12		FTR		NE
1	1	Lieutenant	604		12		FTR		NE
1	1	Driver/Engineer	605		11		FTR		NE
1	1	Driver/Engineer	606		11		FTR		NE
1	1	Driver/Engineer	607		11		FTR		NE
1	1	Driver/Engineer	608		11		FTR		NE
1	1	Driver/Engineer	609		11		FTR		NE
1	1	Driver/Engineer	610		11		FTR		NE
1	1	Firefighter	611		9		FTR		NE
1	1	Firefighter	612		9		FTR		NE
1	1	Firefighter	613		9		FTR		NE
1	1	Firefighter	614		9		FTR		NE
1	1	Firefighter	615		9		FTR		NE
1	1	Firefighter	616		9		FTR		NE
1	1	Firefighter	617		9		FTR		NE
1	1	Firefighter	618		9		FTR		NE
1	1	Firefighter	619		9		FTR		NE
<b>20</b>	<b>20</b>								
<b>TOTAL:</b>									<b>20</b>

LAKE CITY FIRE DEPARTMENT  
POSITION SCHEDULE

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>FY 2013 BUDGET</u>	<u>FY 2012 BUDGET</u>
0120 – 522.11	FIRE CHIEF	1	1
	ASSISTANT FIRE CHIEF	1	1
	BATTALION CHIEF	0	3
	FIRE LIEUTENANT	3	3
	FIRE DRIVER/ENGINEER	6	5
	FIRE DRIVER/INSPECTOR	0	1
	FIREFIGHTER	9	6
	RESERVIST	4	4
	TOTAL	24	24