



## COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/9/2025 Meeting Date: 5/15/2025

Department: County Attorney

### 1. Nature and purpose of agenda item:

Approval of Lease Agreement Form – Old Lake City Reporter Building

### 2. Recommended Motion/Action:

To approve the attached form lease for use at the old Lake City Reporter building.

### 3. Fiscal impact on current budget.

This item has no effect on the current budget.

**MEMORANDUM**

To: Board Agenda, May 15, 2025

From: Joel F. Foreman

Re: **Approval of Lease Agreement Form – Old Lake City Reporter Building**

Date: May 9, 2025

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Attached is a proposed form lease staff would like to use for leasing out portions of the old Lake City Reporter building. The rent rate is \$20 per square foot per year. The lease can be modified with attachments and calculations to suit most purposes.

Recommended motion: To approve the attached form lease for use at the old Lake City Reporter building.

## LEASE AGREEMENT

**THIS COMMERCIAL LEASE AGREEMENT** hereinafter known as the "Lease" is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 ("Effective Date") by and between Columbia County, Florida, by and through Columbia County Board of County Commissioners, 135 NE Hernando Avenue, Suite 203 Lake City, FL 32055, hereinafter referred to as the "Lessor", and [NAME], [ADDRESS], hereinafter referred to as the "Lessee", collectively referred to herein as the "Parties".

**WHEREAS**, Lessor desires to lease the Premises defined herein to the Lessee under the terms and conditions as set forth herein; and

**WHEREAS**, Lessee desires to lease the Premises defined herein from Lessor under the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. THE PREMISES. In accordance with the terms and conditions of this Lease, Lessor hereby agrees to lease to Lessee the property described below together with all the improvements thereto:

For an exclusive leasehold, approximately \_\_\_\_ square feet of office space located at 180 W Duval Street, Lake City, Florida, 32055 as further depicted on the drawing attached hereto as Exhibit "A".

Together with use of all common areas thereon depicted.

The Lessee hereby leases and takes from the Lessor the Premises and confirms that the address of the Premises referred to above and the allocation of spaces as shown on Exhibit "A".

2. PERMITTED USE. Lessee agrees to continuously and at all times use and occupy the Premises during the Lease Term solely for these Permitted Use(s) (the "Permitted Use"):
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

No other uses are permitted without prior written approval of Lessor. which approval Lessor may grant or withhold in its sole discretion.

3. LEASE TERM. The term of this Lease shall commence on \_\_\_\_ day of \_\_\_\_\_ 2025, shall continue for a period of \_\_\_\_\_ (\_\_) months ("Lease Term"), and shall, unless extended or renewed as otherwise provided, expire on the last day of the lease term, which is \_\_\_\_\_.

4. RENEWAL. On the last day of any Lease Term or Renewal Term, unless either party shall have given the other notice of an intent not to renew as provided below, the Lessee shall renew on the first day thereafter for an additional term of one (1) year (the "Renewal Term"). In the event of renewal, the terms and conditions of this Lease shall remain in full and effect for the duration of any Renewal Term unless otherwise agreed in writing by the Parties. If either party does not intend to renew, the party making such election shall provide the other party with no less than six (6) months' notice of such election.
5. RENT. The Lessee shall pay rents in the net amount of **\$20.00 per square foot of exclusive leasehold space per year**, which equates to \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) per month, payable by the 5th calendar day of each month, for a total of \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) for the initial Lease Term (hereinafter referred to as "Rent").
6. EXPENSES. The Parties agree that the responsibility for the expenses in relation to this Lease shall be borne as follows:
  - a. Utilities: Electricity, water and sewer charges, gas charges (if any), and solid waste charges shall be borne and paid by the Lessor. All other utilities shall be the responsibility of the Lessee.
  - b. Lessor's Maintenance. The following maintenance obligations shall be borne or paid for by the Lessor:
    - i. Pest control services, as determined by the Lessor
    - ii. Garbage removal from common areas
    - iii. Roof and site drainage and associated pipes and drains
    - iv. Parking lots
    - v. Lawncare and landscaping
    - vi. Any repair exceeding \$5,000.00
  - c. Lessee's Maintenance. The following maintenance obligations shall be borne or paid for by the Lessee:
    - i. Ordinary maintenance of lighting fixtures, including replacement of bulbs
    - ii. Janitorial services
    - iii. Garbage removal from exclusive leasehold areas
    - iv. Minor repairs less than \$5,000.00
  - d. Insurance.
    - i. The Lessor shall obtain fire and extended coverage insurance upon the leasehold premises and improvements thereto in their full insurable value. The Lessor shall provide to the Lessee proof of such insurance coverage prior to the Lessee taking occupancy of the premises. Lessee is responsible for its property.
    - ii. Lessee has in place and shall maintain during the term of this Lease a program of self-insurance pursuant to Florida Statutes Sections 111.072, 136.091 and 768.28 or an equivalent coverage. Self-insurance shall provide coverage for claims which emanate from

Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Worker's Compensation with a limit of liability of \$300,000 or more per accident.

Nothing contained herein shall constitute a waiver by the Lessor or Lessee of its sovereign immunity, the limits of liability, or any other provisions of 768.28, Florida Statutes.

- e. Taxes. The Lessee shall bear all taxes and fees that are payable under law in connection with other payments made by the Lessee, the Lessee's interests under this Lease, the Lessee's improvements and property at the Premises, and the Lessee's activities at the Premises. The Lessee shall bear all Taxes and fees that are payable under law in connection with the Rent. The Lessee shall pay all Taxes and fees payable in connection with this Agreement under law to the extent that such Taxes and fees are payable such as sales tax, intangible taxes, or personal property taxes.
7. COMMON AREAS. The Lessor shall at all times have exclusive management and control of the Common Areas for any purpose or in any manner that it deems necessary or appropriate. The Lessor reserves the right to remove, relocate, or otherwise change or carry out any alteration or addition or other works to the Common Areas. The Lessor shall not be liable to Lessee for any damage incidental to the exercise of its rights under this section, provided that such damage is not accompanied by any fault, negligence, or bad faith on the part of the Lessor or its agents. The Lessee and its officers, employees, agents, invitees, and guests shall abide by the Lessor's reasonably set rules and management of the Common Areas.

**"Common Areas"** refers to those portions of the building and property at 180 W Duval Street, Lake City, Florida, inclusive of the structure in which the Premises are located and areas surrounding the Premises including the bathrooms, break room areas, lobbies, hallways, driveways, entrances and exits, pedestrian passageways, walkways, loading docks, landscaped and streetscaped areas, any on-site parking areas, facilities, installations (such as doors, windows, electrical installations, and wiring), water and drainage pipes, gas pipes, fire systems, security and air-conditioning facilities, and all other areas or improvements which may be provided by Lessor from time to time for the general use of Lessee and other lessees of the same structure in which the Premises are located and areas surrounding the Premises
8. SECURITY DEPOSIT. There is no security deposit under this Agreement.
9. ALTERATIONS AND IMPROVEMENTS. No alterations to or improvements of the Premises shall be made by the Lessee without prior express consent of the Lessor to the same in writing. The Lessor agrees to not unreasonably withhold consent to such reasonably necessary alterations or improvements. The Lessee shall ensure compliance with any and all applicable laws, rules, ordinances, and codes when undertaking any

alteration or improvement to the Premises. The Lessee shall bear any and all costs associated with making improvements.

Unauthorized Alterations or Improvements. Should Lessee undertake alterations or improvements relating to the Premises in violation of this section the same shall be considered a material breach of this Lease and Lessee shall be in default. The Lessor may, in Lessor's discretion, require the Lessee to undo the alterations or improvements and restore the Premises to the its condition prior to any unauthorized alteration or improvement at the sole expense of the Lessee.

Ownership or Alterations and Improvements. In all cases of alterations. improvements. changes. accessories and the like that cannot he removed from the Premises without destroying or otherwise deteriorating the Premises or any surface thereof shall. upon creation. become the Lessor"s property without need for any further transfer. delivery or assignment thereof.

10. COMPLIANCE WITH LAW. The Lessee shall comply with and abide by, at its sole expense, any and all Federal or Florida state laws, municipal or county ordinances, rules, regulations. codes and all other issuances from authorized government authorities respecting the Premises and the Lessee's occupation and use thereof. including but not limited to obtaining all pertinent licenses and permits and maintaining copies thereof in the Premises.

#### 11. OBLIGATIONS OF THE LESSEE:

The Lessee shall keep the premises in a clean, sanitary, neat and presentable condition. The Lessee shall be responsible for minor repairs, outside of ordinary wear and tear, of any part of the Premises that do not affect the structural parts of the building or structure in which it is located ("Minor Repairs") including but not limited to replacing light bulbs cleaning or repairs of windows, toilets, and similar appurtenances. However, irrespective of the above, Lessee shall not be responsible for any repair that costs \$5,000 or more. The Lessee shall, at its sole expense, restore, repair, and/or rectify any damage, outside of ordinary wear and tear, to the Premises caused by the Lessee or others that the Lessee permits into the Premises that are not covered or compensable by any insurance.

12. ASSIGNMENT AND SUBLET. The Lessee acknowledges that this Lease is not transferrable, and that the Lessee may not assign the Lease, any part of the Lease or any of the rights or obligations herein without the prior express and written consent of the Lessor. The Lessee shall not sublet, sublease, or otherwise grant any other party any license or right in relation to the Premises or this Lease without such written consent. Any license, assignment, sublease, or agreement in violation of this clause shall be null and void with no legal force whatsoever.

13. RIGHT Of ENTRY. The Lessor shall, upon giving 5 days' notice, be granted by the Lessee access and allowed by the latter to enter the Premises to make necessary inspections repairs or alterations on the property or pursuant to any lawful purpose as the

Lessor, provided that the time of entry requested is reasonable considering the purpose.

14. **DAMAGE TO LEASED PREMISES.** In the event the Premises are rendered untenantable because of fire, explosion, hurricane, or other casualties, Lessor, at its option, may either repair the Premises to make the same tenantable within ninety (90) days thereafter or may, at its option, terminate this lease. In the event of such termination, Lessor shall give Lessee thirty (30) days' notice in writing, whereupon this lease shall be terminated in accordance with such notice. The termination date does not have to be at the end of a rental month. If the Premises are damaged but not rendered untenantable, the rental due hereunder shall not cease or be abated during the period of repair of such damage but Lessor shall proceed with such repairs as expeditiously as possible under existing circumstances. Lessor shall not be liable for any injury or damage to persons or property caused by such casualty. In any event, Lessee shall not be liable for rent for any period when the premises are untenantable. In the event such repair cannot be accomplished or total destruction, the Lease shall cease and terminate with no early termination or other liability accruing to either of the Parties.
15. **DEFAULT AND POSSESSION.** If Lessee violates the terms and conditions of this Lease, the Lessor shall promptly provide the Lessee with a notice of such default, informing the Lessee that failure to rectify the same within 5 days will terminate the Lease and allow the Lessor to recover the premises at the end of such period. Should the Lessee fail to rectify the same within 15 days after receiving such Notice of Default the Lessor may terminate this Lease and recover the Premises from the Lessee. In such an event, the Lessor may hold the Lessee's possessions found in the Premises as security until sums owed by the Lessee has been paid.
16. **SURRENDER OF PREMISES.** On or before 11:59 P.M. on the last day of the Lease Term, the Lessee shall deliver up vacant possession of the Premises to Lessor more or less in the condition it was delivered to the Lessee, save ordinary wear and tear, and the Parties shall carry out the inspection of the Premises and shall sign a handover form jointly prepared and signed by the Parties to confirm the condition and handover of the Premises. The Lessee shall also return all keys and other devices giving access to any part of the Premises and the building or structure in which it is located. Without prejudice to the foregoing, the Lessee shall, at its expense, at the request of Lessor, immediately make good any deficiencies identified during the handover inspection and remove from the Premises any alterations, fixtures, or property of Lessee that Lessor requests to be removed, provided that the same were not existing in the Premises delivered by the Lessor or do not consist of alterations or improvements consented to by the Lessor as provided herein. Failure of the Lessee to return the Premises to Lessor in accordance with the above shall entitle the Lessor to enter the Premises and carry out appropriate repair to the Premises and removal of any property of Lessee and any cost so incurred shall be borne by Lessee. All property left in the Premises by Lessee shall be deemed to have been abandoned by Lessee and Lessor shall be entitled to dispose of the same as Lessor deems appropriate.
17. **LIABILITY.** The Lessor and Lessee each fully retain all sovereign immunity protections

afforded under law. Without in any way waiving, limiting, or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions as well as those of its own employees. This Lease is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes.

18. GOVERNING LAW. This Lease shall be governed by its terms and conditions and be interpreted according to the laws of the State of Florida, specifically in Columbia County, Florida.

19. NOTICE. All notices in relation to this Lease shall be delivered to the following addresses:

To the Lessor:  
County Manager, Columbia County  
135 NE Hernando Avenue, Suite 203  
Lake City, FL 32055

To the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. SEVERABILITY. Should any provision of this Lease be found for whatever reason invalid or unenforceable, such nullity or unenforceability shall be limited to those provisions. All other provisions herein unaffected by such nullity or dependent on such invalid or unenforceable provision shall remain valid and binding and shall be enforceable to the full extent allowed by law.

21. BINDING EFFECT. The terms, obligations, conditions, and covenants of this Lease shall be binding on Lessee, the Lessor, their heirs, legal representatives, and successors in interest and shall inure to the benefit of the same.

22. ENTIRE AGREEMENT. NO RECORDATION OF AGREEMENT. This Lease and attached documents are the complete agreement between the Lessor and the Lessee concerning the Premises. There are no oral agreements, understandings, promises, or representations between the Lessor and the Lessee affecting this Lease. All prior negotiations and understandings, if any, between the Parties hereto with respect to the Premises shall be of no force or effect and shall not be used to interpret this Lease. No modification or alteration to the terms or conditions of this Lease shall be binding unless expressly agreed to by the Lessor and the Lessee in a written instrument signed by both Parties. The parties understand and agree that neither this Agreement nor any memorandum or short form thereof shall or may be recorded in any of the official records of this or any other State.



## 23. MISCELANEOUS PROVISIONS.

**Lead Paint Disclosure.** The Lessor hereby informs the Lessee there is a possibility that lead-based paint may have been used on the property. This is something that can be hazardous to pregnant women as well as young children.

**Radon Gas Disclosure.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

**No Waiver.** No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Lessor at any time when Lessee is in default under any covenant or condition hereof be construed as waiver of such default or of Lessor's right to terminate this Lease on account of such default; nor shall any waiver of such default or of Lessor's right to terminate this Lease on account of such default or any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if at any time Lessee shall be in default in any of its covenants or conditions hereunder, an acceptance by Lessor of rent during the continuance of such default or the failure on the part of Lessor promptly to avail itself of such other rights or remedies as Lessor may have, shall not be construed as waiver of such default, but Lessor may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinbefore provided.

**Lien.** Lessee shall not cause or permit any lien, mortgage, encumbrance, or other claim against the subject premises and property without the express written consent of Lessor. Lessee shall immediately indemnify the Lessor in the event of such lien, mortgage, encumbrance, or other claim accrues against the property through any action or inaction of Lessee.

**Quiet Enjoyment.** Lessor covenants and agrees that so long as Lessee shall keep and perform each and every covenant, term, provision, and condition as set forth herein, Lessee shall have quiet and undisturbed and continued possession of the premises during the term of this Lease, free from any claims against Lessor and all persons claiming under, by, or through Lessor.

**Attorneys' Fees.** In any legal proceeding, including appellate proceedings concerning this Lease Agreement, the prevailing party shall be entitled to costs and any governmental entity hereto will be responsible for their own attorney's fees.

**Succession.** This lease Agreement shall bind the heirs, assignees, administrators, legal representatives, executors, or successors as the case may be of both parties, however, this shall not expand the right of Lessee to sublet the premises beyond the provisions set forth above.

Waiver of Jury Trial. The parties hereby specifically waive their right to demand a jury trial in respect to the enforcement of this agreement.

Time is of the Essence. Time shall be of the essence in interpreting the provisions of this Lease Agreement.

Public records. The Lessee acknowledges the Lessor's obligation under Art. 1. Section 24, Florida Constitution and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws) to release public records to members of the public upon request. The Lessee acknowledges that the Lessor, a Florida County, is required to comply with the Public Records Laws in the handling of the materials created under this Lease and that the Public Records Laws control over any contrary terms in this Lease.

**IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-755-4100.**

IN WITNESS WHEREOF, the parties hereto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SIGNATURE BLOCKS HERE]