



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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

Today's Date: 8/9/2019 Meeting Date: 8/15/2019

Name: Ben Scott Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink, appearing to be "Ben Scott", written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Provide a ten year lease agreement for Supervisor of Elections, Tourist Development and Economic Development. The total space is approximately 15,300 square feet. Annual cost is \$8 per square foot rent and \$2 per square foot utilities.

2. Recommended Motion/Action:

Approve lease agreement with WSMDD Land Trust for office space for the Supervisor of Elections, Tourist Development and Economic Development.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is Various

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made and entered into this _____ day of _____, 2019, between **SHILPA MHATRE** and **CLINTON F. DICKS, JR.**, as Trustees under the provisions of trust agreement dated January 15, 1999, and known as "**WSMDD LAND TRUST**", whose mailing address is Post Office Box 2817, Lake City, Florida 32056, (herein "Landlord"), and **COLUMBIA COUNTY, FLORIDA**, whose mailing address is Post Office Drawer 1529, Lake City, Florida 32056-1529 (herein "Tenant").

WITNESSETH:

1. **LEASED PREMISES:** In consideration of the mutual covenants contained herein, Landlord leases to Tenant and Tenant takes from Landlord, upon the terms and conditions provided herein, approximately 15,300 square feet, more or less, which forms a part of and is located within the premises located at 1701 U.S. Highway 90 West, Lake City, Florida 32055 (herein the "Office Space", "premises" or "leased premises"). The Office Space is depicted on a sketch attached hereto as Exhibit "A"
2. **TERM:** The original term of this lease (the "term") is for a period of ten (10) years commencing _____, 2019, and terminating at midnight, _____, 2029. Landlord will give Tenant possession at the commencement of the term. Except as otherwise provided herein, Tenant accepts possession of the premises in its "as is" condition. The term may be extended for an additional (5) years pursuant to and in accordance with the provisions and requirements of Paragraph 24.
3. **RENTAL:** Tenant shall pay Landlord rental at \$10.00 per annum per square foot (\$8 base rent, \$2 utilities) for approximately 15,300 square feet for an estimated monthly rent of \$12,750 per month beginning on the first day of the first month of the term provided herein. Square footage is subject to change as provided herein. The parties agree that John O'Neal, as general contractor for the Landlord, shall determine actual leased square footage as required from time to time by this Lease. All payments shall be due on the first day of each month thereafter for the term of the Lease. Tenant shall be responsible for payment of any sales tax, if applicable, imposed upon the rental payment by the Florida Department of Revenue.
4. **PRICE ESCALATION:** On the tenth (10th) anniversary of the lease commencement date, base rent will increase according to the Consumer Price Index ("CPI") calculated from the lease commencement date through the anniversary date (ten years). On each anniversary date thereafter, base rent will increase by the percentage increase in CPI since the immediately preceding anniversary date.
5. **USE:** Tenant shall use and occupy the leased premises to provide offices and office space for various county departments and agencies. Landlord warrants and represents that the premises may lawfully be used for said purposes during the term of this lease and during the renewal term, if applicable. Landlord understands that one of Tenant's uses is for housing the Columbia County Supervisor of Elections office, and that such use includes providing space for polling places during elections. Pursuant to Florida Statutes section 102.031(4)(e), the Landlord "may not prohibit the solicitation of voters outside of the (150-foot) no-solicitation zone during polling

hours". It shall be the responsibility of the officials authorized by Florida law to enforce and otherwise maintain orderly elections upon and around the Office Space and premises.

6. **ALTERATIONS:** Tenant may, at its expense, redecorate the leased premises and make all non-structural alterations, changes, installations, additions, or improvements (collectively "changes") in, on, to, or about the leased premises that it deems expedient or necessary for its purposes, provided however, that Tenant shall make no structural changes in, on, to, or about the leased premises without first obtaining Landlord's written consent. Structural changes, if any, may be performed only by the Landlord's preferred contractor, O'Neil Construction, but at the Tenant's expense. No changes shall be made which adversely affect the safety of the structure of the building or diminish its value. All work shall be done in a good and workmanlike manner and in accordance with all applicable laws. It shall be Landlord's responsibility, at its expense, to ensure all of the premises leased to Tenant are in compliance with the Americans with Disabilities Act (ADA).

7. **PLANNED ALTERATIONS AND SUBSTITUTION OF PREMISES DURING TERM OF THE LEASE:** The parties understand and agree that Tenant intends to relocate offices within the Landlord's total space at 1701 US 90 West, such that certain areas constituting the Office Space and identified as "Area 1" on the attached Exhibit "A" shall be vacated during the term of this Lease and substitute space identified as "Area 2" on the attached Exhibit "A" shall be occupied and leased in its stead. In consideration for the payment of one dollar (\$1.00), Landlord hereby grants license to the Tenant to take possession of the space identified as "Area 2" immediately for purposes of commencing improvements and alterations to that space to make it suitable for Tenant's purposes under this Lease. Upon completion and acceptance by both Landlord and Tenant of the alterations to "Area 2", Tenant shall vacate "Area 1" and move into use of "Area 2", at which time "Area 1" shall no longer be subject to this Lease, the license for use of "Area 2" shall terminate, and "Area 2" shall thereafter be subject to the terms and conditions of this Lease.

8. **MAINTENANCE:** It is an obligation of the Landlord to maintain the foundation, exterior walls, the roof of the building, glass windows, electrical and plumbing facilities (except fixtures which shall be maintained by Tenant), air conditioning, HVAC, fire sprinklers (if any), load-bearing walls, steps and stairs, floors and ceilings, except to the extent the same is damaged by Tenant or its invitees. Except as otherwise provided, it is the obligation of Tenant to maintain the interior of the building, including, but not limited to, interior electrical, lights and plumbing facilities protruding from the walls. It is the obligation of the Tenant to maintain all minor repairs to the interior of the premises due to normal use of the premises. Tenant shall commit no waste of the premises. All structural repairs and parking area shall be the obligation of Landlord at Landlord's expense. Additionally, Landlord, at its expense, shall be responsible for making repairs to the leased premises necessitated by damages caused by termite infestation or caused from casualties by acts of God from windstorm, lightning, and fire. In the event of a leak in the roof of the building or damages caused by casualties and acts of God, Tenant shall immediately give Landlord notice of such leaks or other damages to the building, and upon receipt of said notice, Landlord shall make all necessary repairs to the roof and/or building. Landlord shall not be liable for any damage to the property of Tenant or Tenant's employees, customers, agents, or invitees caused by leaks in the roof or casualty damages from acts of God. During the term of this Lease, Landlord agrees to and shall, at its expense, maintain and service all of the parking

area and the lawn and grounds surrounding the building of the Premises.

9. **UTILITIES:** Except as otherwise herein provided, this shall be considered a full-service lease. Landlord shall pay utilities provided to the leased premises and used by Tenant, including, but not limited to, electrical energy, gas, water and sewer charges, waste, garbage generated by Tenant, including the cost of waste containers, and all other utilities, except telephone services necessary for Tenant's use of the premises. Tenant shall be responsible for its own telephone use service charges.

10. **TENANT IMPROVEMENTS AND PROPERTY:** All improvements made by Tenant to the leased premises which are so attached that they cannot be removed without material injury and damage to the premises shall become the property of the Landlord. Not later than the last day of the term of this lease, or its extension, if applicable, Tenant may, nevertheless, remove all of its personal property, including attached improvements made by Tenant which can be removed without causing any injury or damage to the leased premises. Tenant shall surrender the leased premises to Landlord at the end of the term in as good condition as they were at the beginning of the term, except for reasonable wear and tear.

11. **INDEMNITY AND HOLD HARMLESS:** Tenant hereby agrees to indemnify Landlord for claims brought against Landlord to the extent that they are found to result from the negligence or omissions of the Tenant, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, or independent contractors. This indemnification shall not be construed as a waiver of Tenant's sovereign immunity, and any claims against Tenant must comply with the procedures found in Section 768.28, Florida Statutes. This indemnification is limited to the limits of Section 768.28, Florida Statutes, or as otherwise provided by law. Nothing herein shall be construed as consent by Landlord or Tenant to be sued by third parties in any matter arising out of this Agreement.

12. **PUBLIC LIABILITY INSURANCE:** Tenant shall procure and maintain throughout the term of this lease a policy or policies of insurance, at its expense, insuring both Landlord and Tenant against all claims, demands, or actions arising out of or in connection with Tenant's use or occupancy of the leased premises, or by the condition of the leased premises, with limits of at least \$200,000.00 for injuries to or death of any one person and \$300,000.00 per occurrence for injuries to or death of any one person, including \$100,000.00 for damage or destruction to property. The policies or duly executed certificates of insurance shall be promptly delivered to Landlord and such insurance policies shall name Landlord as an additional insured.

13. **LANDLORD INSURANCE:** Landlord shall maintain fire and extended coverage insurance insuring the premises, but not Tenant's personal property therein. Tenant may maintain such fire and extended coverage insurance insuring Tenant's property located in the premises as Tenant may deem appropriate. Landlord shall also maintain public liability insurance protecting the premises; provided, however, that such public liability insurance shall not relieve Tenant of Tenant's obligation to indemnify and hold Landlord harmless as provided in paragraph 9 hereof. The amount of such public liability insurance coverage shall not be construed to limit Tenant's liability or obligation to otherwise indemnify and hold the Landlord harmless as provided in paragraph 9 hereof.

14. **SIGNS:** Tenant may place on and in the leased premises and the building of which they form a part all signs that Tenant deems necessary in the conduct of its business, provided that any such signs shall not interfere with or obstruct the visibility of existing signs erected on the building and grounds of the leased premises by other tenants.

15. **FIRE AND CASUALTY DAMAGE:** If the premises are so damaged by fire or other casualty so as to be substantially destroyed, this lease shall terminate and any unearned rent paid in advance by Tenant shall be equitably apportioned and refunded to it. However, if the premises are not substantially destroyed and can be repaired within a reasonable period of time, Landlord shall have the right to shall repair and restore the premises and there shall be no abatement in the rent.

16. **POSSESSION AND QUIET ENJOYMENT:** Landlord shall give Tenant possession of the premises upon the commencement of the term. Tenant agrees that Tenant has inspected the premises and accepts the premises in their "as is" condition, and Landlord is not required to make any repairs or alterations to the premises prior to or after the commencement of the term. Landlord warrants that Landlord has good title to the premises and full right and lawful authority to enter into this lease. So long as Tenant is not in default, Landlord will protect and defend Tenant against any interference with Tenant's use and quiet enjoyment of the premises.

17. **PARKING SPACES:** Tenant shall have the use of all of the existing paved parking spaces except adequate parking spaces which have been or will be allocated by Landlord for other tenants in the building. Tenant also shall have the right to use for parking of vehicles all of the unimproved land owned by Landlord which is bounded on the West by Old State Road No. 1, on the North by Duval Street, on the East by U.S. Highway 90, and on the South by the medical office building property (herein the "Additional Parking Lot"). Tenant, at its expense, shall have the right, but not the obligation, to make any and all desired improvements to the additional parking lot, including, but not limited to, paving parking spaces. In its use of the Additional Parking Lot, Tenant shall avoid doing any damage to the retention pond located thereon.

18. **CONDEMNATION AND ZONING:** If any part of the leased premises is taken by eminent domain, or if by reason of any such taking, or because of the operation of any zoning ordinance or regulation, Tenant's use of the leased premises is materially impaired, Tenant shall have the option to terminate the lease by giving written notice to Landlord within fifteen (15) days after the taking or rezoning, and the rent will be adjusted as of the date of notice or the date upon which the Tenant's operation of Tenant's business is materially impaired, whichever date first occurs. Tenant shall not be entitled to receive any part of the award made to Landlord for such condemnation or taking by eminent domain.

19. **MECHANIC'S LIENS:** Tenant shall not do any work or cause any work to be done in or on the leased premises which results in the same becoming encumbered by a mechanic's, materialmen's or laborer's lien. If a lien is filed against the real property of which the premises are a part, purporting to be for labor or materials furnished to Tenant, Tenant shall cause the lien to be discharged as soon as reasonably possible under the circumstances. Notice is hereby given that Landlord shall not be liable for any labor, work or materials furnished to Tenant on credit and no mechanic's lien or other lien shall be attached or affect Landlord's interest in the premises or the land upon which it is situated.

20. **ASSIGNMENT AND SUBLETTING:** Tenant may not assign this lease or sublet any part of the premises without the prior written consent of Landlord, which consent will not be unreasonably withheld. Any such consent shall not release Tenant from liability hereunder.

21. **AD VALOREM TAXES AND SPECIAL ASSESSMENTS:** Landlord shall pay all real estate taxes and special assessments as may be levied upon the premises.

22. **INSPECTION:** Landlord shall have the right to enter and inspect the premises during reasonable business hours, but in doing so shall not interfere with the conduct of Tenant's business from the premises.

23. **SURRENDER OF PREMISES:** At the expiration of the term or any extension, Tenant shall peaceably and quietly surrender the premises to Landlord in substantially the same condition as received, ordinary wear, tear and depreciation, or damage caused by fire or other casualty insured against only being excepted.

24. **DEFAULT; REMEDIES:** If either party shall fail to perform or breach any provision of this lease, (other than the agreement of Tenant to pay rent) for a period of fifteen (15) days after written notice shall have been given to the party so failing to perform, specifying the performance required, the party giving notice shall have the option to terminate this lease or bring an action in a court of competent jurisdiction to compel performance. In any action brought for enforcement of the terms of this lease, including enforcement of the obligation to pay rent, the prevailing party shall be entitled to recover all costs and expenses, including a reasonable attorney's fee to the prevailing party's attorney.

25. **REMEDIES CUMULATIVE:** All remedies provided for in this lease shall be considered cumulative, and Landlord and Tenant shall be entitled to such other remedies as may be otherwise provided by the laws of the State of Florida for breach of this lease.

26. **TENANT'S OPTION TO RENEW:** Tenant, if not in default under the terms hereof, is granted the option to renew and extend the lease for five (5) years commencing on the expiration of the original term of this lease upon the same terms and conditions as provided herein. Tenant may exercise such option to renew by giving to Landlord written notice of Tenant's election to exercise the option to renew giving to Landlord written notice of Tenant's election to exercise such option to renew at least sixty (60) days prior to the expiration of the initial term.

27. **ADDRESSES:** All rent shall be payable and notices given at Landlord's address specified hereinabove or such other address as Landlord shall specify by written notice to Tenant. All notices required to be given under this lease to Tenant shall be given either at the leased premises or at Tenant's address hereinabove specified, or such other address as Tenant shall specify by written notice to Landlord. Any notice properly mailed by regular mail, postage prepaid, shall be deemed delivered when mailed whether received or not, except that notices of change of address shall not be effective until actually received. Any notice required hereunder may be given by personal delivery to the party entitled to receive the same.

28. **RADON GAS:** As required by Florida law, Landlord provides to Tenant the following

notification:

RADON GAS: 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 public health unit.

By giving the foregoing notification, Landlord does not in anyway represent or imply that radon may be present in any portion of the premises. Landlord affirmatively states that Landlord has no knowledge as to whether radon is or is not present in any building or other improvement of which the premises are a part.

29. **PARTIES BOUND AND APPLICABLE LAW:** This lease shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties, and shall be construed in accordance with the laws of the State of Florida.

30. **SUBTITLES:** The subtitles used in the paragraphs of this agreement are solely for the convenience of the parties for identification purposes, and are not a part of the substantive portions of this agreement.

31. **IDENTIFICATION:** The terms "Landlord" and "Tenant" when used herein will be construed to be singular, plural, masculine, feminine, or neuter, as the context may so require, and if more than one party is named as Tenant herein, the liability of such parties under the terms hereof shall be joint and several.

32. **PRIOR LEASES:** This Lease shall, as of the effective date hereof, supersede and terminate all prior leases between the parties as to all or any portion of the leased premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered in the presence
of:

Print or type name

Witness

Print or type name

Witness

SHILPA MHATRE AND CLINTON F. DICKS, JR., AS TRUSTEES UNDER THE PROVISIONS OF TRUST AGREEMENT DATES JANUARY 15, 1999, AND KNOWN AS "WSMDD LAND TRUST"

By: _____
Shilpa Mhatre, Trustee

By: _____
Clinton F. Dicks, Jr., Trustee
COLUMBIA COUNTY, FLORIDA

Signed, sealed and delivered in the presence of:

By: _____
Ron Williams, Chairman

Witness

Print or type name

Witness

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **SHILPA MHATRE** and **CLINTON F. DICKS, JR.**, as Trustees under the provisions of Trust Agreement dated January 15, 1999, and known as the "WSMDD Land Trust", who are personally known to me or who have produced Florida driver's licenses as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires:

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **RON WILLIAMS**, as Chairman of the Columbia county Board of County Commissioners,

on behalf of the Board, who is personally known to me or who has produced Florida driver's licenses as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires: