#### DRAFT

## LAKE SHORE HOSPITAL AUTHORITY BOARD OF TRUSTEES

#### Regular Meeting - January 9, 2023, 5:15 p.m.

## This meeting was conducted as a public meeting and a Virtual meeting.

<b>Present:</b>	Brandon Beil, Chair
	Stephen M. Douglas, Vice-Chair

Lory Chancy – Secretary/Treasurer Don Kennedy, Trustee

#### Absent:

## Also

**Present:** Dale Williams, Executive Director Bruce Robinson, Attorney Cynthia Watson, LSHA Staff Garrett Morrison

Sonja Markham, LSHA Staff Karl Plenge, NOC Barbara Lemley Richard Powell, Accountant

3 participants participated in the LSHA Virtual Regular Board Meeting.

#### CALL TO ORDER

Chairman Beil called the in person/virtual January 9, 2023, Regular Meeting to order at 5:15 P.M. Chairman Beil called for additions/deletions to the Agenda. There were none. <u>Motion</u> by Mrs. Lory Chancy to approve adoption of the Agenda. <u>Second</u> by Mr. Don Kennedy. All in favor. <u>Motion carried.</u>

**INDIVIDUAL APPEARANCES** 

Barbara Lemley.

#### **CONSENT AGENDA**

Chairman Beil called for a Motion to approve the Consent Agenda. <u>Motion</u> by Mr. Don Kennedy to approve adoption of the Consent Agenda. <u>Second</u> by Mr. Stephen Douglas. All in favor. <u>Motion carried.</u>

## **NEW BUSINESS**

<u>Robinson, Kennon & Kendron, Attorneys – Discussion and possible action – Lake Shore Hospital</u> <u>Authoity Meeting Rules and Procedures</u>

Mr. Todd Kennon was asked at the December meeting to review House Bill 999 related to the creation of the Authority. He determined the Chair is not entitled to cast a vote upon any matter before the authority except when the votes that have been cast shall be evenly divided. Meeting rules cannot be amended to allow the Chair to vote. No action taken.

#### DRAFT

Page 2 LSHA - Regular Meeting Minutes January 9, 2023

Discussion and possible action – Amendment to Contract to Lease space with Mona Floyd, Mercy Medical to become a month to month.

Mona Floyd, Mercy Medical has requested a month-to-month extension on their Lease. <u>Motion</u> by Mrs. Lory Chancy to approve the contract on a month-to-month basis with Mercy Medical. <u>Second</u> by Mr. Stephen Douglas. All in favor. <u>Motion carried.</u>

<u>Update – Contract EM PALS (Emergency Medical Physicians at Lake Shore)</u> Mr. Williams provided a handout to the Trustees regarding EM PALS. (attached)

<u>Update - Meridian Behavioral Healthcare – Community Outreach Efforts</u> Mr. Williams provided a handout to the Trustees regarding Meridian Behavioral Healthcare. (attached)

UNFINISHED BUSINESS None.

**<u>STAFF REPORT</u>** Report provided in the January packet.

## **BOARD MEMBER COMMENTS**

Comment Mr. Stephen Douglas.

Chairman Beil adjourned meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval

January 9, 2023

TO: LSHA Trustees

FR: Dale Williams

RE: Current Status – Meridian Behavioral Healthcare and EM PALS

## Meridian Behavioral Healthcare -

1.) As discussed in previous meetings, the proposed format is to schedule 2 public meetings.

2 The proposed format would include the initial public meeting and a follow-up meeting to answer any questions that were not answered during the initial public meeting.

3.) Based on what many to believe is the "best" day of the week to schedule such meetings, Tuesdays have been selected.

4.) The agenda for the meeting would include a presentation by LSHA staff to provide a brief summary of the current status of the Authority and the status of the LSH Campus. This would be followed by comments from Meridian Behavioral Healthcare regarding their need and proposal. These presentations will be followed by questions and comments from the public.

5.) Trustees will be invited and encouraged to attend the public meetings; however, it will be publicly announced that Trustees have been advised by legal counsel to refrain from engaging in comments due to possible sunshine law violations.

6.) A date for the public meeting has not been set. Meridian has requested that I meet with the Executive Director at Meridian's Gainesville Campus to 1.) tour the campus, and 2.) discuss the rules by which the public hearings will be conducted.

7.) It is anticipated that the public hearings will be advertised through the following outlets. Others can be added as needed:

a.) newspapers

b.) neighborhood churches

c.) social media

d.) posted hand bills

## EM PALS -

1.) A "proposed contract" was received from EM PALS.

2.) The proposed contract was reviewed by me, Fred Koberlein, and Richard Powell. Trustee Kennedy was also present during many of the discussions.

3.) A comparison was made to the Authority's original proposal and a comparison sheet produced.

4.) The dates of January 11, 18, and 24 have been identified as possible dates to re-start negotiations. These dates have not been confirmed with EM PALS. Trustee Chancy will be the Trustee representative when negotiations re-start.

## General -

The goal is to have a summary sheet of the key points for each agreement on the February 13, 2023 LSHA agenda for discussion. If all negotiated provisions are agreeable to the Trustees, authorization for the Trustee Attorney to prepare "draft" agreements will be requested. When the drafts are in discussion form, they will be scheduled for a special meeting to discuss and/or placed on the next regular meeting agenda of the Trustees for discussion if time permits.

#### DRAFT

## LAKE SHORE HOSPITAL AUTHORITY BOARD OF TRUSTEES School Board Administrative Complex

#### SPECIAL WORKSHOP

January 31, 2023 - 6:00 pm

## This meeting was conducted as a public meeting and a Virtual meeting.

Present: Brandon Beil Stephen M. Douglas Dale Williams, Executive Director Todd Kennon, Attorney Cynthia Watson, LSHA Staff Richard Powell, Accountant Tonia Werner, M.D., Meridian Don Savoie, Meridian Barbara Lemley Shelley Stroud Katina Dicks, Sheriff Dept. Alan Paulin Sylvester Warren Chris Candler Glenel Bowden Stew Lilker, Observer

Lory Chancy Don Kennedy Sonja Markham, LSHA Staff Karl Plenge, NOC Dwayne Cunningham, LSHA Staff Lauren Cohn, Meridian Richard Anderson, Meridian **Eugene Jefferson** Gene McGee Tony Britt, Reporter Markel Strong, Sheriff Dept. Chevella Young, City Council Chase Moses J. Frazier Philip Mobley Joshua Garner

7 participants participated in the LSHA Virtual Regular Board Meeting.

The purpose of the Workshop was to discuss the possible donation of the Lake Shore Hospital building to Meridian Behavioral Healthcare. There was no action taken at the Workshop.

Review of Lake Shore Hospital from prior tenant to current presented by Mr. Dale Williams, LSHA Executive Director. (attached)

Proposed use of Lake Shore Hospital presented by Ms. Lauren Cohn, Executive Vice President/Chief Operating Office, Meridian Behavioral Healthcare. (attached)

Questions submitted by the public and responses. (attached)

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval





• The Lake Shore Hospital Authority (LSHA) is an Independent Special District as provided for by Florida Law. As an Independent Special District, the LSHA has broad powers. These powers include, but are not limited to, providing hospital services through ownership, lease, or contract, to furnish temporary relief to the indigent, and to levy taxes.

• The LSHA is governed by a seven-member Board of Trustees appointed by the Governor. There are currently 4 appointed Trustees.



From the period April 1, 1987, through September 30, 2020, the LSHA leased Lake Shore Hospital to 3 different healthcare companies. The last of these healthcare companies, Community Health Systems (CHS) gave verbal notice on May 6, 2020, that they would cease hospital operations on September 30, 2020. The reason cited for closure was non-profitability. The hospital has remained without a tenant since.



Identified issues in finding a new hospital tenant for Lake Shore Hospital included, but was not limited to, profitability of previous operators and building standards (as set by state rule) required to keep the building as a hospital. Several hospital groups were contacted to gauge interest in Lake Shore Hospital; however, the LSHA was not successful in finding a new hospital tenant.



As a new hospital operator was not found, LSHA issued a "Request for Proposals – Statements of Interest" to determine what service providers may be interested in utilizing Lake Shore Hospital. Responses were received on August 3, 2020, and were grouped into those that provided direct medical services and those that provided medical support or other services.



The proposal vetting process was interrupted by COVID-19 and the lack of a quorum on the Board of Trustees (July 5, 2021 – November 5, 2021).

Due to the length of time elapsed since the proposals were received, all responses received on August 3, 2020, were rejected and a new "2<sup>nd</sup> Offer - Request for Proposals" issued. Responses to the 2<sup>nd</sup> RFP were received on February 22, 2022.



Meridian Behavioral Healthcare submitted a response to both "Request for Proposals" issued by the Authority. After vetting, Meridian is the only proposal remaining still under consideration for use of the Lake Shore Hospital (ancillary buildings are separate negotiations). All other responses received for the use of Lake Shore Hospital have been eliminated for various reasons.



In determining an end user for Lake Shore Hospital, it is important to remember the following:

1.) Does the intended use meet the legal requirements of the LSHA and does it meet the needs of the community? and,

2.) Does the intended user have the financial resources to maintain and operate 125,000 sq ft of space?



It is also important to note the following:

- 1.) LSHA has maintained minimum standards of operation in the hospital since closure. This was to minimize problems with re-occupation. The current monthly overhead is approximately \$50,000.
- 2.) LSHA ownership of the hospital property is subject to a deed "reverter" provision. The ability for the LSHA to deed or sale the property is not guaranteed.



Meridian at Lakeshore





**Richard Anderson** Senior Vice President/ Chief Clinical Officer

Master's Degree in Rehabilitation Counseling, Certified Addictions Professional who has dedicated over 40 years to Meridian, oversees full continuum of mental health and substance use programs for adults and children



**Tonia Werner, MD** Vice President/ Chief Medical Officer

Double Board Certified by American Board of Psychiatry and Neurology Member of Florida Psychiatric Society Forensic Psychiatry Committee and Ethics Committee Past President of North Central Florida Chapter of Florida Psychiatric Committee



Lauren Cohn Executive Vice President/ Chief Operating Officer

Bachelor's Degree in Criminology and Lean Six Sigma Green Belt, over 15 years experience in mental health and substance use treatment, oversees medical services, primary care, and administrative services

## Meridian

- Meridian has been providing services in North Central Florida since 1971.
- In 2022, Meridian celebrates 50 years of operations and continues to grow to meet the ever-growing needs of our communities
- Meridian provides services utilizing evidence-based approaches to the treatment of mental illnesses and substance use disorders. Our services also address the social determinants known to adversely affect healthcare outcomes such as housing, employment and medical care.
- Meridian currently has offices in 13 counties and provides services to residents from most all of Florida. Outreach and treatment services touch over 36,000 annually with 430,000 services to individuals.
- Meridian's expenditures for services last year were over \$55 million. We employ 650 individuals from across the region.





# Licensing and Accreditation

- Currently, Meridian has been accredited through the Commission on Accreditation of Rehabilitation Facilities (CARF) for over 17 years in Behavioral and Opioid Treatment Programs, obtaining the best possible outcome of a 3-year accreditation during the most recent survey in 2021.
- 55 Substance Abuse licenses have been granted by the Department of Children and Families
- 7 Licenses has been given by The Agency for Health Care Administration (AHCA) for the following programs:
  - Crisis Stabilization Unit
  - Residential Treatment Facilities
  - Health Care Clinics







# **Community Needs & Information**

• According to 2019 WellFlorida Community Needs Assessment, "In 2017, Columbia County residents visited emergency rooms for mental health reasons at rates higher than for the state as a whole."

-2019 Columbia County Health Improvement Plan by WellFlorida Council.

- According to Mental Health America, nearly 2.9 million Florida adults -about 17% of the population have some form of mental illness.
- The last two years have led to an increase in people seeking help for mental illness, particularly anxiety and depression.



# Meridian in Columbia County

- Meridian currently serves as the Central Receiving Facility for Columbia County and plans to expand this best practice model to Alachua County.
- In 2022 we opened a 16-bed residential treatment facility, Williams Manor by Meridian will provide another level of care addressing the needs of the community. This facility among others will be accredited by Commission on Accreditation of Rehabilitation Facilities (CARF).
- Meridian has added Primary Care Services based on needs assessment in Columbia County in 2021 and continues to expand on this service to meet the growing demands of the community and are looking forward to serving the general population.





# Improved functioning and reduction of symptoms **75% of Adults 75% of Children**

## National Benchmarks

50

- Recovery rates for severe mental illnesses range from 40-60%
- Recovery rates for addiction range from 40-50%
- Recovery rates for diabetes, hypertension, and other chronic illness range from 40-60%

95% Would return to Meridian if they experience behavioral health needs in the future





Indicate Have become treatment more was helpful independent

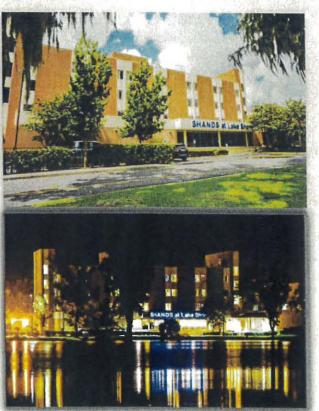
96% Felt Meridian staff truly cares if they get better

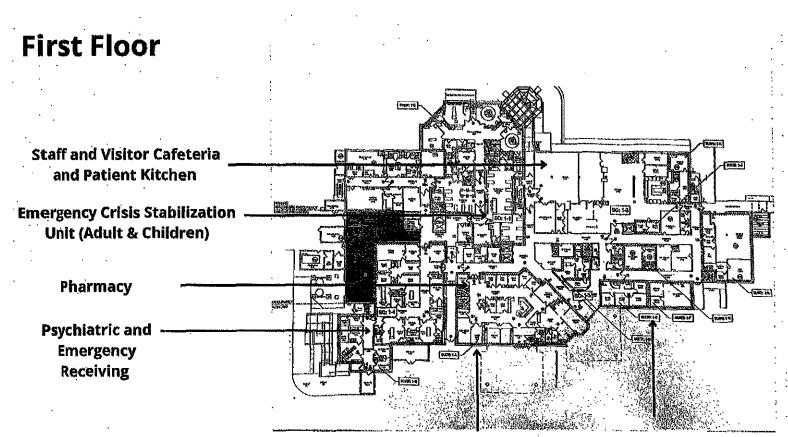


96% Would recommend Meridian to others

# Meridian at Lakeshore

- Approximately 117,000 square feet of planned space for in-patient and residential care for clients with varying levels of acuity.
- Meridian Behavioral Healthcare plans on utilizing the hospital building and surrounding grounds offered at Lakeshore Hospital to expand continuum of care that is a growing need for our community
- Meridian Behavioral Healthcare has outlined staffing allocations as well as an operational plan for the foreseeable future.
- Currently, Meridian does not have or anticipate to have any limitations or restrictions from complying with the Lakeshore Hospital Authority in the transitory process.





## Lakeshore Hospital Authority Offices Prim

**Primary Care** 

## **First** Floor

Phase One

## Psychiatric and Addictions Crisis / Emergency Receiving –SC 1-4

Moved from Current Campus

Baker Act and Marchman Act Receiving (Personal & Law Enforcement) Walk-In

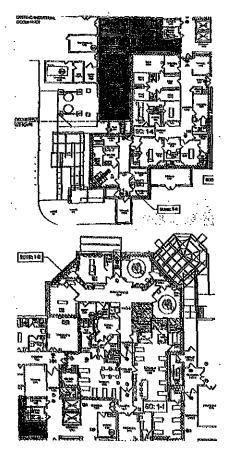
Hours of Operation: 24hours/7days for 365 Calendar Days

## Emergency Crisis Stabilization Units (Adult and Children) - SC 1-1

Moved from Current Campus Number of beds (expected) - 30

Average Length of Stay ~ 3.5 days

An in-patient facility that provides short term care and stabilization to individuals experiencing a mental health crisis.



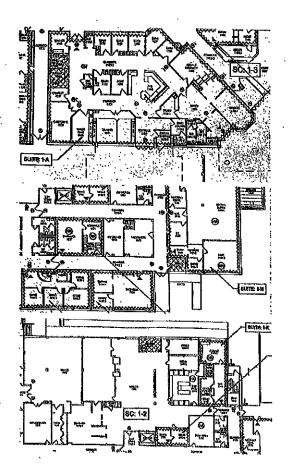
## First Floor Phase Two

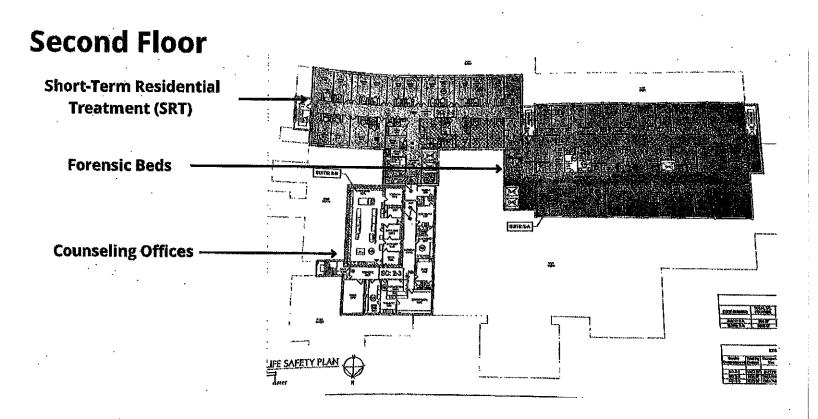
Addictions Receiving Unit – New 10+ Beds Medically supervised withdrawal Average Length of Stay: 5 days Transfer to Residential / Stepdown Care A medically supervised, inpatient, short-term, acute care detoxification and stabilization facility for adults with significant

detoxification and stabilization facility for adults with significant substance impairment or co-occurring mental health and substance abuse disorders.

**Primary Care & Pharmacy – Suites 1-D-J** Hours of Operation 8am – 5pm (Weekdays) w/ 24 hour, 7 day On-call physician support Medical Support for Patients on the Units

Staff and Visitor Cafeteria and Patient Kitchen





## Second Floor Short-Term Residential Treatment (SRT) - SC2-2 16-20 Beds

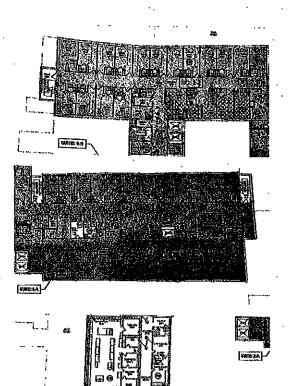
An adult inpatient unit providing services to individuals with a mental health diagnosis and/or co-occurring substance abuse diagnosis. SRT provides a high level of care for individuals who are no longer experiencing a psychiatric emergency but who are still in need of additional inpatient treatment prior to community placement. SRT also serves clients waiting for placement at the state hospital. **Average Length of Stay - 3 months** 

## Forensic Residential Treatment Program -SC2-2 30 Beds

An adult residential treatment program for individuals with a mental health diagnosis and involvement in the judicial system. This program provides a less restrictive environment than the state hospitals and assists individuals with successful reintegration into the community.

Average Length of Stay - 6 months

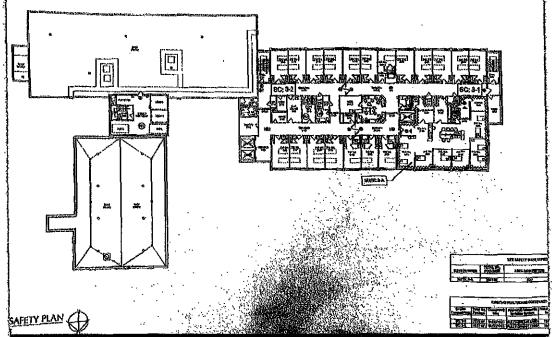
**Counseling Offices -SC2-3** 



## Third Floor In-Patient Psychiatric Suite

Suite 3-A Used for Dining groups and Group Therapeutic Activities

Largely Self-Contained Wing



# Fourth Floor

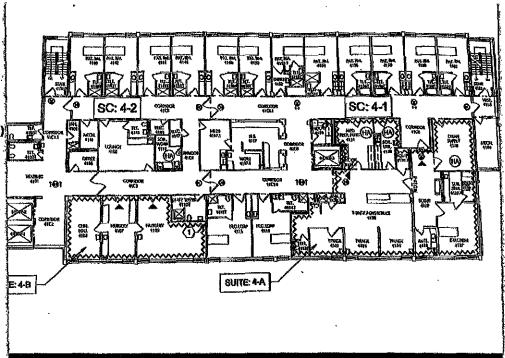
Mobile Response Teams Community Action Team (CAT)

**Clinical Administration** 

Supportive Services for Veteran Families

(SSVF) Certified Community Behavioral Health Clinic (CCBHC)

Community Mental Health Center (CMHC)



## Need for Meridian at Lakeshore

- The population is growing and with that growth comes an increasing demand for a full continuum of behavioral health services.
- 1 in 5 people are effected by mental illness in their lifetime and 1 in 9 people are impacted by substance use in their lifetime. For Columbia County, that means approximately 14,000 individuals in need of mental health services and 7800 individuals in need of substance use services.
- Suicide rates nationally are on the rise. Based on available data, rates in Columbia County are rising as well.
- Columbia County residents needing inpatient treatment for substance use or hospital level psychiatric care currently have to go to another county to receive those services, creating additional barriers to access services and challenges to allow family support and participation in treatment.



# Expansion to Meridian Lakeshore - 2 campuses

- Services brought to Meridian Lakeshore:
  - Crisis Emergency Screening (currently on existing campus)
  - Crisis Stabilization Unit (currently on existing campus)
  - Addictions Receiving Facility (new for Columbia County)
  - Short Term Residential (new for Columbia County)
  - Psychiatric hospital (new for Columbia County)
  - Residential Treatment (new for Columbia County)
  - Mobile Response Team (currently on existing campus will allow for quicker community response)
  - CAT Teams (currently on existing campus)
- · Services that will remain on the Michigan Ave. campus
  - Medication Assisted Treatment
  - Youth Residential Treatment (Recovery Center)
  - Adult Residential facility (Williams Manor)
  - Outpatient Treatment

This allows us to continue to grow and expand the services provided at our Michigan Ave. location.

Meridian at Lakeshore will be hospital level care



## Meridian at Lakeshore

- Meridian at Lakeshore will NOT be a State Hospital.
  - We will continue to refer clients to State Hospital needing long term treatment.
- Meridian will provide for 24/7 security at Meridian at Lakeshore.
- Provides 24/7 triage and screening walk in for efficient access to care.
- Individuals receiving care at Meridian Lakeshore will have a coordinated discharge.
  - Transportation to home or permanent living when needed.
  - Discharge planners to assist in securing placement and step down services.
  - Collaboration with caregivers and family on transition plan.
- · Studies show that local access to behavioral healthcare reduces crime

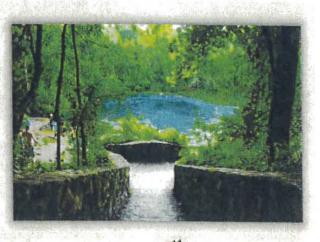
# Meridian at Lakeshore - Partnerships

- Pharmacy
- Primary Care
- Lakeshore Hospital Authority staff
- Dental if possible
- Gateway College



## **Community Impact for Columbia County**

- Meridian at Lakeshore provides hospital-level psychiatric care, which is currently only provided outside of the region. This would allow for individuals needing this care to remain within county and permit families to engage in treatment.
- Meridian plans on bringing over 86 FTE positions from the current Lake City campus, with plans to add an additional 98 personnel, for a total of 184 positions for Meridian at Lakeshore Hospital, and 252 for Columbia County.
  - Hospital will be staffed 24/7 resulting in increased economic impact for the surrounding area from professional jobs.
- Meridian would address the growing need for substance use treatment with an addictions receiving facility, not currently provided in the region.
- Meridian will continue providing a coordinated system of care with a teams-based wraparound model from admission to discharge to follow-up and outreach programs.





# Meridian at Lakeshore





Our collective goal is to better the health and well-being for the communities we serve.

This opportunity or an opportunity comparable will not present itself again and with the value to the community, these life saving services may not be available to the degree needed in the future.

We ask is for the opportunity to sit down and develop a mutually agreeable and supportive agreement that collectively will provide for the citizens of Columbia County for the foreseeable future.

Date: Name: Address: Street Address Zip City Do you live in Columbia County? YES LNO restion ND Question: peridian 8 will Meridia assume all costs for all taking LSHA buildir

Date: 1323		
Name: Syluciter Warren		
Address:Street Address	City	Zip
Do you live in Columbia County? YESNO		
Question: How is they fickly going How many jobs will the Sachery and Why put this facility in a cos there. 2 May support the idea Way Support the idea Wouldn't this facility aris the first in that area? What about the increase Why not put it on West go to When possible doing the cruber	hive specificily the Ar. Al money that decord a but wrong location outer for what many se of day address in a where all the amound there were the create	Wart to Sce heren drug area abreaky?

Date: 1-31-23 GARNER OSHUA Name: V 32025 Address: 19Mestown Street Address Zip Do you live in Columbia County? YES 👗 NO Can upudive into the Reviews on google... I a rehab May have a Neg alive Slant Understand appres to other republicition Centers. ? Paitents mployees dike seen to have a COMMON - Its been stated several times who can pick up and when, with family or transfered to center in gainesville ... Can you explain Mo long term More WERE RIGHT OF CHARGE BEERE the fineline resulted in recent and possible discharge information that attack on a Local Resident Din a Violent Which he swung back + struck her with More details can be provided for the Next Meeting. Bamboo stick? on 6/20/21, Several years ago there was information Being distributed, about a Priteint Exiting e current Michigan Ave facility Tragecolly ending his life by entring the INAS this on incident

Joshua Garner - (Con't)

that occured, and and if so, what Shortfalls happeared then and how have they been addressed?

• · · · ·

Date:	u		
Name:	Chin Mosey		
Address:	and the second		
	Street Address	City	Zip
•	ve in Columbia County? NO		
Question:	What safety pr	ocolores will be :	n plea
	~	patients are releas	in the second
	What level of due	diligene has been	performed to
	assess the mechanica		
	frailidy ?	,	
	The need for this :	services is real, but	is this
	the right location ?		

#### January 31, 2023 Workshop

Date: 1/31/2023		
Name: CHERS CRANCER		
Address: 264 NE HERRANDO AVE	UKE city F	2 SLOTT
Street Address	City	Zip
Do you live in Columbia County? YES 🖉 NO		

Question:

while I agree that for need is present in Columbia Conty/ Lake City, My guestion centers on the impact this project may have on the central business district of Lake C.17. We corrently have a burgeoning CBD and I am inconvinced that locating a psychiatric hispitel nell not adversely impact bosiness demand and far commercial traffic in take Cith. How many treadment ducilities do you have in Central Busiders District and do you have any studies that relate to the impact on traffic and events in the downtown APEA.

Date: 1/31/2023 STEPHEN DOUGLAS Name: Address: Street Address City Zip Do you live in Columbia County? YES NO Question: -take 5 di am

Date: Name: Lilker . Co/Um b ien Address: Street Address Zip City Do you live in Columbia County? YES NO Question: ŧ Lendian 10 are agains Ma disi in the Vacated Locating hospital

#### DRAFT

#### LAKE SHORE HOSPITAL AUTHORITY BOARD OF TRUSTEES

#### Special Meeting - February 7, 2023, 6:00 p.m.

### This meeting was conducted as a public meeting and a Virtual meeting.

Present: Brandon Beil, Chair	Lory Chancy – Secretary/Treasurer
Stephen M. Douglas, Vice-Chair	Don Kennedy, Trustee

#### Absent:

#### Also

Present: Dale Williams, Executive Director Bruce Robinson, Attorney Cynthia Watson, LSHA Staff Dwayne Cunningham, LSHA Staff Shelley Stroud Joe Chancy Don Savoie, Meridian Behavioral Healthcare Audre Washington-Ruise Dennis Roberts Jay Swisher Ricky Jernigan Glenel Bowden Stew Lilker

Sonja Markham, LSHA Staff Karl Plenge, NOC Richard Powell, Accountant Barbara Lemley Beth Raga Lauren Cohn, Meridian Behavioral Healthcare Chevella Young Ron Foreman Kelsey Thurman Richard Tompkins Chris Candler Joshua Garner

9 participants participated in the LSHA Virtual Regular Board Meeting.

#### CALL TO ORDER

Chairman Beil called the in person/virtual February 7, 2023, Special Meeting to order at 6:00 P.M. Chairman Beil called for additions/deletions to the Agenda. There were none. <u>Motion</u> by Mr. Don Kennedy to approve adoption of the Agenda. <u>Second</u> by Mr. Stephen Douglas. All in favor. <u>Motion carried.</u>

#### INDIVIDUAL APPEARANCES

Chevella Young, Barbara Lemley, Glenel Bowden, Vanessa George, Stew Lilker, and Chris Candler.

Letter from Ms. Denille Decker, The Blanche (attached)

#### **UNFINISHED BUSINESS**

None.

#### DRAFT

Page 2 LSHA - Special Meeting Minutes February 7, 2023

#### **NEW BUSINESS**

Discussion and possible action – the donation of the Lake Shore Hospital building to Meridian Behavioral Healthcare

Comments by all of the LSHA Trustees on their individual thoughts/opinions re: Meridian Behavioral Healthcare. Discussion. <u>Motion</u> by Mr. Don Kennedy to allow staff, consisting of Mr. Williams, Mrs. Markham, Ms. Watson, Mr. Powell, Mr. Robinson and\or Mr. Kennon to give them the opportunity to sit down and develop a mutually agreeable and supportive agreement that collectively will provide for the citizens of Columbia County for the foreseeable future. <u>Second</u> by Mrs. Lory Chancy. All in favor. <u>Motion carried</u>. Mr. Kennedy requested a resolution by the April 10, 2023, meeting and asked each Trustee to meet with Mr. Williams regarding their concerns and what they would like to see as the teeth of the agreement with Meridian Behavioral Healthcare. Additional discussion. Roll call vote – Mr. Don Kenney – yes; Mrs. Lory Chancy – yes; Mr. Stephen Douglas – yes. All in favor. <u>Motion carried</u>.

#### **BOARD MEMBER COMMENTS**

Comments Mrs. Lory Chancy and Mr. Don Kennedy.

Chairman Beil adjourned meeting.

Meeting adjourned.

Respectfully submitted,

Lory Chancy, Secretary/Treasurer

Date of Approval



February 7, 2023

Chairman Brandon Beil 259 NE Franklin Street, Suite 102 Lake City, FL 32055

Chairman Beil:

am writing a letter of opposition on behalf of The Blanche regarding Meridian Behavioral Healthcare opening a psychiatric facility in the former Lake Shore Hospital building.

IDP Properties, the parent company of The Blanche, has invested over \$19 million dollars into the downtown community with the revitalization of the historic building. We house 22 residential apartments, 18 office suites, 14 hotel rooms, 10 retail businesses as well as a wedding and event venue. I feel it is important for you to understand all the facets of our business so you can fully understand why I am opposed to having Meridian downtown.

The Blanche goes to great lengths to market ourselves to surrounding areas as THE place to get married. We offer a beautiful facility, hotel rooms onsite, a quaint downtown and entertainment for your guests within walking distance. Roughly half of our total monthly revenue is dependent upon events and hotel guests utilizing our venue. I strongly believe that having a psychiatric treatment center in our central business district will adversely impact our wedding and hotel business. In today's world, a simple google maps search of the area you are looking to visit is quite often the deciding factor in whether someone will even take the first step and come tour your facility. Even more so with hotel guests. Simply put, when you are visiting out of town, given the choice, would you stay next to Longhorn Steakhouse or a mental health treatment center? Right or wrong, perception is reality.

While I understand expanded mental health services are desperately needed in our community, the placement of such within the heart of our downtown is inappropriate, undesirable, and reckless. I urge you to think of the businesses downtown when making a decision that will impact us all. Lake City's central business district is not the place for a mental health facility.

Sincerely,

Nennille Decker

Dennille Decker

CC: Mr. Dale Williams Mr. Stephen Douglas Mrs. Loretta Chancy Mr. Don Kennedy

## COMMERCIAL OFFICE SPACE LEASE AGREEMENT

#### LESSOR:

Lake Shore Hospital Authority 259 NE Franklin Street, Suite 102 Lake City, Florida 32055

#### LESSEE:

CARC – Advocates for Citizens with Disabilities, Inc. 512 SW Sisters Welcome Road Lake City, Florida 32025

**WHEREAS,** the LAKE SHORE HOSPITAL AUTHORITY, a body politic of the State of Florida, (hereinafter the "Lessor" and the "Authority"), maintains a commercial building located at 422 Northeast Lakeshore Terrace, Lake City, Florida 32055 (hereinafter the "Bedoya building") within which commercial office space is vacant; and

**WHEREAS**, CARC – ADVOCATES FOR CITIZENS WITH DISABILITIES, INC., (hereinafter the "Lessee" and "CARC"), is desirous of leasing the above-described commercial office space for the purpose of promoting and protecting the rights of citizens with disabilities located in Columbia County, Florida.

**NOW, THEREFORE**, for and in consideration of good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES: INSPECTIONS: AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the designated office space in the Bedoya building (the "Premises") located in Lake City, Columbia County, Florida.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Columbia County, building regulations, and permits. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicability of the uses contemplated by the Lessee, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

- 2. <u>**TERM**</u>: The term of this Lease shall be month to month in accordance with Florida law and upon the terms and conditions of this lease commencing when the Lessee takes possession of the Premises.
- 3. **RENT**: The rent shall be paid monthly, in advance, in the amount of \$10.00, per month, together with all applicable sales tax. The rent shall be delivered by U.S. mail or hand delivered to Lake Shore Hospital Authority, 259 NE Franklin Street, Suite 102, Lake City, FL 32055 during regular business hours, and shall be

considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

- 4. **NOTICES**: All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, Lake Shore Hospital Authority, at 259 NE Franklin Street, Suite 102, Lake City, FL 32025 and to Lessee, CARC Advocates for Citizens with Disabilities, Inc., or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
- 5. **WARRANTIES OF TITLE AND QUIET POSSESSION**: The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
- 6. **USES ALLOWED AND PROHIBITED**: The Lessee shall use the Premises only for the following purpose: promoting and protecting the rights of citizens with disabilities located in Columbia County, Florida. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.
- 7. **COMPLIANCE WITH LAWS**: During the term of this Lease, the Lessee shall comply with all local, state, and federal laws and regulations, breach of which shall be cause for cancellation of this Lease. The Lessee shall at all times maintain all required and applicable licensing and permits. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
- 8. **SIGNS: Except** with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises.
- 9. **LESSORS RIGHT OF ENTRY**: The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises for the purpose of inspection, or the making of repairs, replacements, or additions in, to, on and about the premises or the building that lessor deems necessary or desirable. Lessee shall have no claim or cause of action against lessor by reason of lessor's entry except as provided in Section Ten (10) of this agreement.
- 10. **INTERRUPTION OF SERVICES OR USE:** Interruption or curtailment of any service maintained in the building, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against lessor or to any abatement in rent, and shall not constitute constructive or partial eviction unless lessor fails to take reasonable measures to restore the service without undue delay. If the premises are rendered untenantable in whole or in part, for a period of thirty (30) business days, by the making of repairs, replacements, or additions,

other than those made with lessee's consent or caused by misuse or neglect by lessee or lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenantability.

- 11. **CONDITIONS OF LESSOR'S LIABILITY:** Lessee shall not be entitled to claim a constructive eviction from the premises unless lessee has first notified lessor in writing of the condition or conditions giving rise to the eviction. If the complaints are justified, and lessor has failed within a reasonable time after receipt of the notice to remedy the conditions, lessee is entitled to claim a constructive eviction.
- 12. **LESSOR'S RIGHT TO SHOW PREMISES:** Lessor may show the premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this lease, to prospective lessees, during business hours on reasonable notice to Lessee.
- 13. **RENOVATIONS, REPAIRS, AND MAINTENANCE**: Lessee agrees to obtain the written consent of Lessor prior to the initiation of renovations, to any degree, to the Premises. Further, Lessee agrees that the interests, in the Premises, of the Lessor shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.
- 14. **PREMISES IMPROVEMENTS UPON TERMINATION**: Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
- 15. **ACCUMULATION OF WASTE OR REFUSE:** Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.
- 16. **UTILITIES**: Lessee agrees to pay all charges related to telephone and internet utilities. Electricity, water, sewer, and gas utilities shall be provided to the Premises, or common area, by the Lessor at no additional expense to the Lessee.
- 17. **INSURANCE**: Lessee agrees to insure its property at all times. Lessee agrees that Lessor shall not be held liable for any loss or damage to Lessee's property.
- 18. **INDEMNIFICATION OF LESSOR**: Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any

agent or employee of any party hereto, or any other person whomsoever, or any \_ governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive only three (3) months after the termination of this Agreement. Compliance with any insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

- 19. **ASSIGNMENT AND SUBLETTING**: The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease. The foregoing notwithstanding, Tenant may (a) assign this Lease, in whole or in part, to any entity owned by, owning or under common ownership or control with Tenant, or (b) assign this Lease to a purchaser of Tenant's assets or business.
- 20. **ENVIRONMENTAL ISSUES:** Notwithstanding anything to the contrary in this Lease, Lessor assumes sole and full responsibility for compliance with all applicable federal, state and local environmental statutes, regulations and ordinances related to this commercial office building and the land it resides upon and shall indemnify, defend, save and hold harmless Lessee, its directors, officers, agents and employees from and against any and all claims, demands, losses and liabilities (including reasonable attorney's fees) resulting from any alleged or actual violation thereof. The provisions of this paragraph shall survive the expiration or termination of this Lease.
- 21. LESSEE'S DEFAULT: REMEDIES: The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts on the Premises not specifically authorized in this Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of the Agreement; or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have ten (10) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have thirty (30) days after the effective date of notice to cure, are occurring Event of Default of the same type which has been previously noticed by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, form such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled.

22. **LESSOR'S DEFAULT; REMEDIES**: In the event Lessor shall default in performing any covenants, conditions or provisions herein binding upon Lessor, the Lessee shall give written notice of such default to Lessor at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail. The Lessor shall have thirty (30) days after the effective date of notice to cure, except that Lessor shall not be allowed an opportunity to cure a re-occurring default of the same type which has been previously noticed by the Lessee and cured by the Lessor.

If the Lessor fails to cure the default within the time allowed, Lessee shall thereafter have, in addition to the option to exercise any remedy or right permitted by law or in equity, the right to terminate this Lease, or at Lessee's option, to cure any such default of Lessor on behalf of and at the expense of Lessor, by having all necessary work performed and making all necessary payments in connection therewith and Lessor agrees to pay to Lessee forthwith the amount so paid by Lessee, together with interest thereon. In the event Lessor fails to reimburse Lessee for such amount within thirty (30) days after receipt of invoice therefore, Lessee shall be entitled to offset such amounts against monthly rent thereafter due hereunder.

- 23. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance therein.
- 24. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the fifth day of each month are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
- 25. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease Agreement shall forthwith be entitled to immediate possession of the Premises.
- 26. END OF TENANCY: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
- 27. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
- 28. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
- 29. **BENEFIT**: This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
- 30. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by a majority vote of the Board of the Lessor.

IN WI	TNESS	WHEREOF,	the	parties	hereto	have	caused	this	Lease	to	be
executed in d	luplicate	thisday o	of				, 2022.				

Signed, sealed and delivered in the presence of:

#### LESSOR: LAKE SHORE HOSPTIAL AUTHORITY

Witness

BY: \_\_\_\_\_ BRANDON BEIL, Chairman

Print or Type Name

Witness

ATTEST:

Print or Type Name

Signed, sealed and delivered in the presence of:

LESSEE: CARC - ADVOCATES FOR CITIZENS WITH DISABILITIES, INC.

DAVID BREWER, President

Witness

Print or Type Name

Witness

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

Print or Type Name

#### STATE OF FLORIDA COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_physical presence or \_\_\_\_\_online notarization this \_\_\_\_\_day of \_\_\_\_\_\_, 2022, by Brandon Beil, Chairman for Lake Shore Hospital Authority, and \_\_\_\_\_\_, the \_\_\_\_\_\_, on behalf of the Authority who are personally known to me or produced \_\_\_\_\_\_as identification and did not take an oath.

Notary Public

# STATE OF FLORIDA

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_physical presence or \_\_\_\_\_online notarization this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by \_\_\_\_\_\_, and \_\_\_\_\_\_\_for the CARC – Advocates for Citizens with Disabilities, Inc., who are personally known to me or produced \_\_\_\_\_\_as identification and did not take an oath.

Notary Public

2/13/23 MEETING

**Dale Williams** 

From: Sent: To: Subject: Dale Williams <dwilliams@nfps.net> Thursday, February 9, 2023 2:27 PM Dale Williams Fwd: Use of Parking Lots for BBQ

Sent from my iPhone

Begin forwarded message:

From: "Phillips, Terri" <PhillipsT@lcfla.com> Date: February 9, 2023 at 12:30:31 PM EST To: Dale Williams <dwilliams@nfps.net> Subject: Use of Parking Lots for BBQ

Mr. Williams,

Could you please ask the Lake Shore Hospital Authority Board if we (The City of Lake City) can request the use of the Shand's parking lots for our vendors for the Downtown BBQ Showdown BBQ Contest. The parking lots that we would like to use are:

-The parking lot on the corner of Franklin and Methodist -The Parking lot off of Lakeshore Terrace -The parking lot at Shand's Medical Plaza (Saturday only)

Many Thanks,

## Terri Phillips

Community Program Director City Manager's Office City of Lake City 205 North Marion Avenue Lake City, Florida 32055

Ph: 386-758-5427 Fax: 386-755-9731 phillipst@lcfla.com Staff Report February 13, 2023 Regular Meeting

NEW	0
RENEW	5
INELIGIBLE (INCOME OR OTHER)	0
TOTAL CLIENTS SEEN IN OFFICE IN JANUARY	5
ACTIVE MEMBERS	31
PUBLIC VISITS	13
PRIMARY CARE VISITS – 4 LOCATIONS	
December, 2022	11
YTD (Fiscal year October – Sept)	51
PHARMACY USAGE December 2022	
PATIENTS SERVED	20
RX'S FILLED	65

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