

CITY COUNCIL RESOLUTION NO. 2022-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE APPROPRIATION OF A GRANT TO THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR IMPROVEMENTS TO THE PRIVATE PARK GOVERNED BY THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Annie Mattox Recreation Center, Inc. (hereinafter “AMRC”) has requested assistance from the City of Lake City, Florida (hereinafter the “City”) toward the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the “Project”); and

WHEREAS, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

WHEREAS, the City Council finds that installing camera systems on the AMRC property would benefit the surrounding neighborhoods and curb violence; and

WHEREAS, the AMRC agrees that the City would retain ownership of any camera systems installed on the AMRC property; and

WHEREAS, the City Council finds that awarding a grant to the AMRC for the completion of the Project and the installation of the aforementioned camera systems in accordance with the terms and conditions of the attached *Grant Agreement Between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc.* (hereinafter the “Grant Agreement”) is in the best interests of the City.

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

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor is authorized to execute the Grant Agreement and the city administration shall initiate the procurement and construction of the Project in accordance with the City Code.

Section 3. Severability. If any clause, section, or other part of this

resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 4. Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of June 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANNIE MATTOX RECREATION CENTER, INC.

THIS AGREEMENT is made and entered into this ____ day of June 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantee"), Collectively the City and Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the Grantee has requested assistance from the City towards the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the "Project"); and

WHEREAS, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

WHEREAS, the City Council finds that completion of the Project and the installation of camera systems on the Grantee's property is in the public's best interest; and

WHEREAS, the Grantor agrees that the City will retain ownership of the camera systems installed on the Grantee's property; and

WHEREAS, the Parties desire to memorialize their understanding of an

agreement and the intentions and obligations of the Parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals:** The above recitals are all true and accurate and are incorporated herein and made a part of this Agreement.

2. **Term of Agreement:** Land owned by the Grantee, which is benefited by the City's grant funds and the Project shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public.

3. **Obligations of Parties:**

A. The City shall be obligated to ensure each of the following:

- i. Procure and fund the services and commodities determined to be necessary for the Project. The City shall have the sole and absolute discretion to determine the necessary services and commodities to achieve the Project.
- ii. Retain ownership of the camera system installed on the Grantee's property.
- iii. Maintain the city-owned camera system for a minimum period of ten (10) years from the date of this Agreement.
- iv. Provide a legal description for an easement to install and maintain the city-owned camera system.

B. The Grantee shall be obligated to ensure each of the following:

i. Compliance with Florida's Sunshine Law for all meetings of the Grantee.

~~ii. Subject any vendor, volunteer, individual, or entity representing the Grantee to a Level 2 screening as described in Florida law, section 435.04, Florida Statutes, prior to the representation of the Grantee.~~

~~a. Level 2 screening will be required every five (5) years from the date of the most recent screening.~~

~~b. Any vendor, volunteer, individual, or entity who provides evidence and verification of their passing a Level 2 screening as set forth in State law within the immediate past five (5) years will not be required to undergo an additional criminal history check.~~

~~iii.~~ ii. Provide access to the Project site for the term of this Agreement to allow the installation, and maintenance of the city-owned camera systems, by execution of the attached Easement Deed. With the exception of those encumbrances specifically deferred or excepted by the City and identified within the Easement, the Grantee shall convey title to the real property comprising the Easement that is marketable and free and clear of all liens and encumbrances at the time of donation.

iv.iii. Execute the completed Execution Deed within seven (7) days of presentation by the City.

v.iv. Maintain the improvements to the basketball courts and tennis courts.

4. **Indemnification:** Nothing contained herein shall constitute a waiver by the City of its sovereign immunity or the provisions of section 768.28, Florida Statutes.

5. **Annual Appropriation:** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated with the Project may be rescinded with proper notice at the discretion of the city administration if appropriations are reduced or eliminated.

6. **Default/Termination/Force Majeure:** The City may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the City terminates the Agreement for convenience, the City shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

~~This Agreement may be unilaterally cancelled by the City for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee and subject to disclosure~~

~~under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.~~

7. **Record Keeping/Audit:** The Grantee shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied.

8. **Signage:** Grantee shall allow for an ~~permanent~~ informational sign to be erected on the Project site which credits funding, or a portion thereof, to the City for the duration of the project construction. The sign must be visible at the Project site for a minimum of twenty-five (25) years after the Project is complete.

9. **Notice:** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by the recipient.

10. **Contacts:** Any and all notices required by this Agreement shall be delivered to the Parties at the following addresses:

The City:

City Manager, City of Lake City
205 North Marion Ave
Lake City, Florida 32055
Telephone No.: 386/719-5826 or 386/719-5756

The Grantee:

Lawanda Austin, President
P.O. Box 1721

11. **Insurance:** Grantor agrees to have Grantee added as an additional insured to any agreements with Contractors performing services in furtherance of this Agreement.

~~12.~~ **Physical Access and Inspection:** City has the right to inspect the Project ~~and any and all records related thereto~~ at any reasonable time. City personnel and contractors shall be provided access to any location or facility, equipment, materials or documents required in performance of any work pursuant to this Agreement.

~~13.~~ **Execution in Counterparts and Authority to Sign:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Lease.

~~14.~~ **Severability Clause:** This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Columbia County, Florida.

3.15. Entire Agreement: This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

4.16. Effective and Binding: This Agreement shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

5.17. Effective Date: It is agreed by City and Grantee that the effective date is that date first written above.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**ANNIE MATTOX RECREATION
CENTER, INC.**

By: _____
Mary A Williams, Secretary

By: _____
Lawanda Austin, President

DRAFT

Return to:
City of Lake City, Florida
Attn: City Clerk
205 N. Marion Ave
Lake City, Florida 32055

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

EASEMENT DEED

THIS INDENTURE, made this ____ day of _____, 2022, the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantor"), and City of Lake City, Florida, a municipal corporation, having a mailing address of 205 N. Marion Ave, Lake City, Florida 32055, (hereinafter referred to as the "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Property").

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Property as to Grantor's interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of installing a camera system. These alterations shall include, but are not limited to, installing a camera system, relocating the existing fence on the property, installing a gate to encompass the utility easement together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee,

its successors and assigns, for the purpose of exercising its rights provided for herein.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under corporate seal on the day and year first written above.

Signed, sealed and delivered
in the presence of:

**ANNIE MATTOX RECREATION CENTER,
INC.**

Witness' Signature

By: _____
Lawanda Austin, President

(type or print name)

ATTEST:

Witness' Signature

By: _____
Mary A. Williams, Secretary

(type or print name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022 by Lawanda Austin, President of Annie Mattox Recreation Center, Inc., and Mary A. Williams, Secretary of Annie Mattox Recreation Center, Inc., who are either ____ personally known to me or produced as identification.

Notary Public – Signature

Notary Name - Printed

EXHIBIT A
(LEGAL DESCRIPTION)