

MEETING DATE

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:**

**DEPT / OFFICE:**

<b>Originator:</b> City Manager		
<b>City Manager</b>  Paul Dyal	<b>Department Director</b>  Demetrius Johnson	<b>Date</b>  02/28/2023
<p><b>Recommended Action:</b> Authorize a budget amendment to transfer \$23,000 from contingency (Undesignated CARES Act Funding) to Grants and Aid to Private Organizations to cover the unbudgeted expenses of the Annie Mattox Park Projects identified in Resolution 2022-049.</p>		
<p><b>Summary Explanation &amp; Background:</b> Resolution 2022-049 authorized the City to provide grant funding to the Annie Mattox Recreation Center to provide improvements to the private park. The listed improvements are limited to resurfacing of the basketball courts and tennis courts and improved lighting of the courts. This resolution did not have an exact dollar amount of funding. In the FY 2023 budget, \$50,000 was line itemed for the Annie Mattox Park using CARES Act funding. The quotes received to complete the improvements listed are as follows.</p> <ul style="list-style-type: none"> <li>• Resurfacing two basketball courts \$20,000</li> <li>• Resurfacing one tennis court \$10,000</li> <li>• Lighting for the three courts \$42,350</li> </ul> <p style="text-align: right;">Total Project: \$72,350</p>		
<p><b>Alternatives:</b></p> <ol style="list-style-type: none"> <li>1. Sever the agreement.</li> <li>2. Provide the approved budgeted amount of \$50,000</li> </ol>		
<p><b>Source of Funds:</b> 001.05.519-090.99.02 Undesignated CARES Act Funding</p>		
<p><b>Financial Impact:</b> Budget amendment to move funding from contingency which could be used for other business.</p>		
<p><b>Exhibits Attached:</b> Non-Departmental FY 2023 Budget, quotes for resurfacing and lighting, and resolution 2022-049.</p>		

## CITY OF LAKE CITY

## NON-DEPARTMENTAL

## EXPENSES

**Account 030.32 - Operating Expense Accounting & Auditing**

001.05.519-030.32	Audit	23,607.00
Account 030.32 - Operating Expense Accounting & Auditing	Totals	\$23,607.00

**Account 030.42 - Operating Expense Postage**

001.05.519-030.42	Postage for 2022 Tax Roll	1,900.00
Account 030.42 - Operating Expense Postage	Totals	\$1,900.00

**Account 030.43 - Operating Expense Utility Services**

001.05.519-030.43	Florida Power & Light	2,810.00
Account 030.43 - Operating Expense Utility Services	Totals	\$2,810.00

**Account 030.45 - Operating Expense Insurance**

001.05.519-030.45	FMIT	249,753.00
Account 030.45 - Operating Expense Insurance	Totals	\$249,753.00

**Account 030.49 - Operating Expense Other Current Charges**

001.05.519-030.49	FFSB Service Fees	6,200.00
Account 030.49 - Operating Expense Other Current Charges	Totals	\$6,200.00

**Account 080.82 - Grants and Aid Aid to Private Organizations**

001.05.519-080.82	Annie Mattox Park - Cares Act Funding	50,000.00
001.05.519-080.82	Bishop Farm Properties	800.00
001.05.519-080.82	Blanche Hotel - Rent Abatement	425,004.00
001.05.519-080.82	Blanche Hotel - Tax Abatement	52,000.00
001.05.519-080.82	D&B Timer & Land Trust (5 parcels)	600.00
001.05.519-080.82	Hunter Farm Properties	500.00
001.05.519-080.82	Lake City Properties (Werner Trucking)	60,000.00
001.05.519-080.82	Pier Project - Cares Act Funding	115,000.00
001.05.519-080.82	Senior Home Repairs - ARPA Funding	250,000.00
Account 080.82 - Grants and Aid Aid to Private Organizations	Totals	\$953,904.00

**Account 090.91.02 - Other Uses Intragovernmental Transfers Bond Fund**

001.05.519-090.91.02	Transfer for New City Hall	1,065,339.00
Account 090.91.02 - Other Uses Intragovernmental Transfers Bond		\$1,065,339.00

**Account 090.91.08 - Other Uses Intragovernmental Transfers Fire Special**

001.05.519-090.91.08	Transfer to balance Fire Fund	335,924.00
001.05.519-090.91.08	Fire Special Assessment - Exempt Properties	302,661.00
Account 090.91.08 - Other Uses Intragovernmental Transfers Fire		\$638,585.00

<b>Account 090.91.12 - Other Uses Intragovernmental Transfers Debt Service</b>		
001.05.519-090.91.12	Key Government Finance - Principal & Interest	471,151.00
001.05.519-090.91.12	Motorola Lease #1 - Principal & Interest	113,959.00
001.05.519-090.91.12	Motorola Lease #2 - Principal & Interest	94,124.00
Account 090.91.12 - Other Uses Intragovernmental Transfers Debt		<u>\$679,234.00</u>

<b>Account 090.91.03 - Other Uses Intragovernmental Transfers Water Sewer</b>		
001.05.519-090.91.03	To Water Sewer- Bell St Wastewater Imp - ARPA Funds	403,000.00
001.05.519-090.91.03	To Water Sewer-Price Creek 24" Water Main - ARPA Funds	268,000.00
Account 090.91.03 - Other Uses Intragovernmental Transfers Water		<u>\$671,000.00</u>

<b>Account 090.99.02 - Other Uses Other Uses Contingency</b>		
001.05.519-090.99.02	Contingency	150,000.00
001.05.519-090.99.02	Haeco Fire Suppression Grant Matching Funds	362,338.00
001.05.519-090.99.02	Undesignated ARPA Funding	1,841,272.00
001.05.519-090.99.02	Undesignated ARPA Funding Distribution No. 2	3,093,272.00
001.05.519-090.99.02	Undesignated Cares Act Funding	122,763.00
Account 090.99.02 - Other Uses Other Uses Contingency Totals		<u>\$5,569,645.00</u>

## Johnson, Demetrius

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**From:** Sylvester warren <swarren3rd@icloud.com>  
**Sent:** Thursday, February 2, 2023 7:03 AM  
**To:** Johnson, Demetrius  
**Subject:** Additional info on Resurfacing Annie Mattox Park Courts

Mr. Johnson,

Below is the number to Steve. I am sending this number in case there is any questions about the email I sent you regarding is updated quote that I put in the email. The reason he asked me to send it back over was to save time on redoing another quote when the price of his services are the same. The only thing changed was the size of the basketball court. If you take a look at the record and info I sent over to Mrs. Sikes(February of last year) it will show we add in the second basketball court and that the total resurfacing of all courts was 30k.

+1 (352) 494-3740(Steve Toth, Tennis Unlimited)

Sent from my iPhone

### **Annie Mattox Park Project**

<b>Product/Service</b>	<b>Amount</b>
Resurfacing of Basketball Court	\$20,000.00
Resurfacing of Tennis Court	\$10,000.00
Installment of LED Lights**	\$39,000.00
Approximate Total	\$69,000.00

**Items listed above are for the benefit of the youth and to serve as much of a need to the public as possible.**

Note(s):

1. Basketball court price includes coloring and lining of the court.
2. Tennis courts to be converted to permanent pickle ball courts
3. LED lights will include lightening for basketball court, pickle ball court, and camera system.

\*\*Amount listed is an approximate amount

**TENNIS UNLIMITED  
MAINTENANCE & SUPPLIES INC.**

15706 NW 94<sup>TH</sup> Ave  
Alachua FL 32615  
386-418-8161

**COURT RESURFACE**  
*Scope of Work*

1. Clear court of any debris. Pressure wash surface to remove any mold or mildew.
2. Patch and repair any damaged surface or cracks. Fill in any uneven area.
3. Apply one coat of resurfacer.
4. Apply 2 coats of color. (choice of 2, see chart)
5. Stripe according to regulation.
6. Sand and repaint net posts.
7. Provide and install new net and center anchor strap.

*Basket Ball courts steps 1-5 apply*



**ENVIRONMENTALLY RESPONSIBLE • ASBESTOS FREE • MERCURY FREE**



**#4SB STADIUM BLUE**



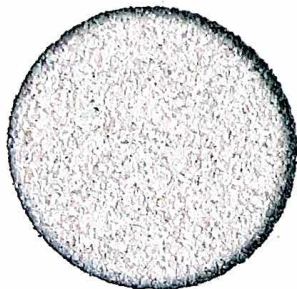
**#1 GRASS GREEN**



**#2 RED**



**#12 SAND DUNE**



**#6 GREY**



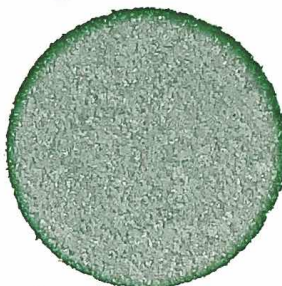
**#9 NOVA GREEN**



**#10 BURGUNDY**



**#4 BLUE**



**#11 CLASSIC GREEN**



**#3 TERRA COTTA**



**#7 BROWN**  
field mix

The chips on this color card are actual samples of our Combination Surface®

**NOVA**  
SPORTS  
U.S.A.  
[www.novasports.com](http://www.novasports.com)  
[info@novasports.com](mailto:info@novasports.com)



**SPORT SURFACES**



# TENNIS UNLIMITED MAINTENANCE AND SUPPLIES, INC

15706 NW 94TH AVE, ALACHUA, FL 32615

OFFICE: 386418-8161 CELL: 352-494-3740

## ESTIMATE

### Checklist

DATE: 2/2/22

NAME: City of Lake City

Phone: 386-628-7152

GENERAL  
CONDITION :

ADDRESS: Attn: Sylvester; Annie Maddox Park & Rec

EXCELLENT

FAIR

POOR

SURFACE: Asphalt

RESURFACER

2 COATS OF PAINT

NET POST PAINT

LINE PAINT

CRACK FILLER

COLOR 1.

2.

Please Select  
EQUIPMENT:

NET

CENTER STRAP

WIND SCREENS

DRINK HOLDERS

ROLL DRI

NET POSTS

LIGHTING

FENCE

REMARKS:

ESTIMATE:

\$ 10,000.00

(50% Deposit required)

Projected start date:

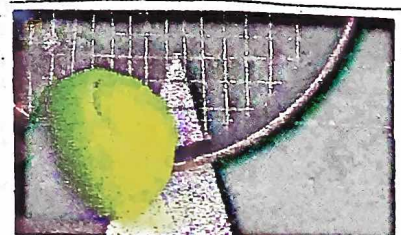
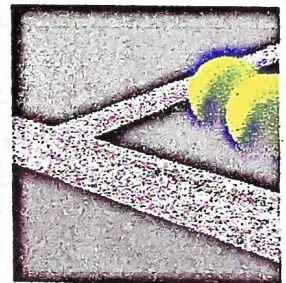
TBD

Projected completion:

ACCEPTED:

Signature

Date





**TENNIS UNLIMITED  
MAINTENANCE & SUPPLIES, INC.**

Tennis Court • Basketball Court  
Construction • Resurfacing

15706 NW 94th Ave.      Stephen C. Toth  
Alachua, FL 32615      (386) 418-8161

**ESTIMATE**

Name: City of Lake City      Contract # 2204      Date: 2/2/22  
 Address: Abnir Maddox Park & RCR      Phone: 386-628-7152  
Lake City FL

**General Condition:**

- ☐ Excellent  
☐ Fair  
☒ Poor

**Surfaces:**

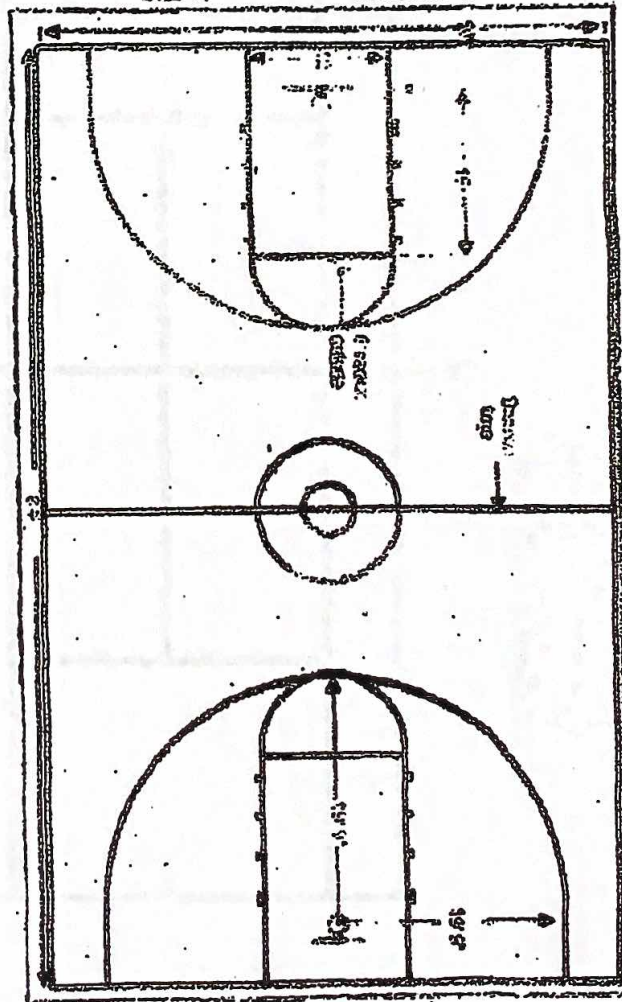
- ☒ resurfacer  
☒ 2 coats of paint  
☒ Net post paint  
☒ Line paint  
☒ Crack filler

Color: \_\_\_\_\_  
 PLEASE SELECT

**Equipment:**

- ☐ Net, hoop, backboard  
☐ Posts  
☐ Fencing  
☐ Other \_\_\_\_\_

Remarks: \_\_\_\_\_



Basketball Court Layout

Length: std sz  
 Width: \_\_\_\_\_

Estimate \$ 10,000.00 (50% Deposit Required)  
 projected start date: TBD      projected completion date: \_\_\_\_\_

Accepted: \_\_\_\_\_  
 signature.      Date

All quotes are valid for 30 days from time of issue

This agreement made this 2<sup>ND</sup> day of Feb, 2022 by and between Tennis Unlimited Maintenance & Supplies, Inc. and City of Lake City for the considerations named agrees as follows: (COLC)

I. Scope of Work : Annie Maddox Park & Rez

1. Resurfacing of 2 courts: All materials and work will be furnished by Tennis Unlimited Maintenance & Supplies, Inc as described in estimate. (1 Tennis \ 1 Basketball)
2. (COLC) will furnish access to the job site for equipment and materials.
3. (COLC) agrees to provide clean water supply and use of electricity, if needed, at their expense.
4. Tennis Unlimited Maintenance & Supplies, Inc. accepts no responsibility for acts done at job site, except for those subcontracted or employed by them.

II. Contract Price

COLC shall pay Tennis Unlimited Maintenance & Supplies, Inc. for the materials and labor performed in this contract. The sum of \$ 20,000.00 as a deposit. The remaining Sum of \$ 10,000.00 to be paid upon the completion for the job will total \$ 10,000.00.

III. Guarantee

Tennis Unlimited Maintenance & Supplies, Inc. guarantees all work against defects in workmanship or materials for a period of one (1) year. We do not guarantee against cracks that reappear through the new surface. Tennis Unlimited Maintenance and Supplies, Inc is not responsible for repairs done by anyone except Tennis Unlimited Maintenance and Supplies, Inc.

IV. Contract Provision

If (COLC) does not pay as agreed upon, Tennis Unlimited Maintenance & Supplies Inc. shall have the right to file a lien against the real estate for the amount of the work done. No further work shall be done if the deposit is not completed. In the event it is necessary to employ the services of an attorney to secure payment as per the terms of this contract, then

(COLC) agrees to pay reasonable attorney fees. Interest of 1.5% per month will be charged on accounts past due.

This contract is signed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
**Tennis Unlimited Maintenance & Supplies, Inc.**

\_\_\_\_\_  
Stephen C. Toth



# Graham & Sons Electric, Inc.

State License E.C. # 0000683



723 S.W. Sisters Welcome Road  
Lake City, Florida 32025

(386) 752-6082  
Fax: (386) 755-6082

February 1, 2023

Page 1 of 4

Location of work to be performed

Annie Mattox Recreation Center, Inc.  
P.O. Box 1663  
Lake City, Florida 32056-1663  
Att: Sylvester Warren  
Swarren3rd@icloud.com

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of  
**Provide and install labor, electrical equipment and lighting for (2) basketball courts and (1) tennis court  
at Annie Mattox Park.**

**Price includes;**

Electrical service from football field panel.

40' mounting heights on Basketball courts with (8) LED light fixtures and (4) concrete poles.

25' mounting heights on Tennis courts with (8) LED light fixtures and (4) concrete poles.

Electrical distribution panel with lighting controller. Pushbutton "on" with preset automatic "off" time

50 amp 120/240 volt power pedestal with outlets for convenience.

**Price does not include;**

Permits or inspection fees

All Agreements are made contingent upon delays and increases beyond our direct control; quotation is subject to change without notice unless otherwise stated, and all orders are subject to acceptance. All work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

**Forty Two Thousand Three Hundred Fifty Dollars \*\*\*\*\*\$42,350.00**

With payments to be made as follows: **50% Upon acceptance/Balance upon completion.**

This proposal may be withdrawn if not accepted with (30) days.

Respectfully submitted 

**Blake Graham EC #13006720**

By signing this proposal agreement, the parties affirm that they have read, understand and accept the attached "Terms & Conditions" set forth. Vendee approves and accepts the above prices, specifications and terms & conditions and authorizes vendor to proceed with the work immediately as specified.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

# Graham & Sons Electric, Inc.

State License E.C. # 0000683



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Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



# GRAHAM & SONS ELECTRIC, INC.

Page 2 of 4

## **TERMS & CONDITIONS**

1. **ENTIRE CONTRACT.** This Proposal, if signed by the VENDEE on page one of this Proposal, is the entire agreement between the parties. There are no representations, promises, warranties or understandings of any kind or nature from either party to the other, except as set out herein and in the plans and addenda, specifications, shop drawings and other provisions which are a part hereof.
2. **EQUIPMENT & MATERIALS.** Graham & Sons Electric, Inc. (GSE) shall provide the construction, services, equipment and materials specified in this Proposal. (GSE) shall provide such equipment and materials in conformity with the plans, specifications and shop drawings. If anything in this Proposal is inconsistent with the plans, specifications or shop drawings, this Proposal govern and control over the plans, specifications or shop drawings.
3. **SUBMITTALS.** (GSE) shall submit shop drawings, submittal data, brochures and samples to Vendee within ten (10) days of Vendee's written request and in as many duplicate copies as Vendee requires. Vendee's Project Owner's and Architect's approval of all submitted shop drawings, submittal data, brochures and samples is required before (GSE) manufactures, orders or delivers any equipment or materials provided for under this Purchase Order.
4. **PROPOSAL SUM.** Vendee shall pay (GSE) the total sum reflected on page one of this Proposal, for the construction services, materials, equipment and installation services (GSE) is to provide under this Proposal. The parties hereby acknowledge that (GSE) relies solely and exclusively on the credit of vendee, and not OWNER, for payment for construction, materials and equipment provided under this Proposal.
5. **DELAY. The parties expressly understand and agree that time is of the essence as to this Proposal.** (GSE) agrees to timely deliver the equipment and materials described in this Proposal in strict compliance with the Project scheduling. Vendee agrees to refrain from any and all interference in the progress of (GSE) performance of the work, to include any changes to the project schedule. Should Vendee delay (GSE) work on the Project, or any portion thereof, in any way, Vendee shall be liable to (GSE) for any and all damages, expenses and losses incurred as a result of such delay, including any liquidated damages assessed against (GSE), all incidental and consequential damages, and costs for continued Project supervision, job overhead, insurance, Project facilities and other costs. Vendee represents that it has satisfied itself as to any provision in the contract between (GSE) and any other party (including the Contractor or Project Owner) concerning liquidated damages, and agrees that in the event liquidated damages are imposed upon (GSE) as the result, in whole or in part, of the performance or non-performance of Vendee, such liquidated damages shall constitute one element of the damages that (GSE) shall be entitled to recover from Vendee.

6. **ACCEPTANCE BY VENDEE.** Any payments made under this Proposal shall be construed as Vendee's acceptance of construction, equipment and materials supplied hereunder. Vendee must assert the right to reject any non-conforming equipment and materials, or to require (GSE) to comply with the plans and addenda, specifications and shop drawings, at the time of or prior to approval of payment to (GSE). (GSE) reserves the right to request Vendee issue a joint check to (GSE) and any material supplier or subcontractor of (GSE). Vendee will approve all reasonable requests from (GSE) for Vendee to issue joint checks to (GSE) and (GSE) material supplier(s) or subcontractor(s).
7. **ASSIGNMENT.** Neither this Proposal nor any interest herein may be transferred, voluntarily or involuntarily, without the written consent of (GSE).
8. **OTHER CONTRACTS.** There is no right of cross-collateral between this contract and any other contract or relationship between (GSE) and Vendee. Vendee expressly waives the right to offset monies owed (GSE) under this Proposal for any monies due and owing Vendee under any other contracts or relationships between Vendee and (GSE).
9. **WARRANTIES.** (GSE) expressly warrants that the equipment and materials provided for under this Proposal are new unless otherwise specified, conform generally to the plans and addenda, specifications, shop drawings, samples or other description furnished or adopted by Vendee, and are generally fit and sufficient for the purpose intended. This warranty will commence on the date Vendee receives the equipment and materials provided for under this Proposal and will continue for a period of 12 months.
10. **INDEMNITY.** In exchange for Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, Vendee hereby covenants to defend, indemnify, save harmless and exonerate (GSE), and (GSE) Bonding Company, if any, as to and from all fines, penalties, liability, claims, lawsuits, arbitrations, other claims for damages and injuries, or other losses for property damage, personal injury or economic losses, arising out of the construction, installation, equipment or materials provided by or to be provided by (GSE), its employees, agents and suppliers. Vendee further agrees to indemnify and reimburse (GSE) and (GSE)'s Bonding Company, if any, for (GSE) or (GSE)'s Bonding Company's legal expenses, including attorney fees, and for other attorney fees and costs assessed against (GSE) or (GSE) Bonding Company in any lawsuit, arbitration or other claims arising from any acts or omissions by Vendee, its employees, agents or suppliers related to this Proposal.
11. **CONDITION PRECEDENT TO FILING SUIT.** Vendee expressly agrees as an absolute condition precedent to filing any claim or filing any suit against (GSE) or (GSE)'s Bonding Company, to supply (GSE) with written notice of any alleged breach and to provide (GSE) thirty (30) days in which to investigate and correct the alleged breach.

12. **ATTORNEY FEES.** In the event that any litigation, or other dispute resolution proceeding is commenced, involving, arising out of or relating to this Proposal/Contract or the equipment and materials provided hereunder, then the prevailing party shall be entitled to an award of taxable court costs, other related but non-taxable costs and expenses, and reasonable attorney's fees, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fee award, from the time that the proceeding was commenced until all appeals, if any, are final. If Vendee, or any of its subcontractors, suppliers or manufacturers, brings a claim against (GSE)'s Bonding Company, if any, and (GSE)'s Bonding Company prevails, Vendee shall reimburse (GSE) for all taxable court costs, other related but non-taxable costs and expenses, and reasonable attorney's fees, including attorney's fees incurred in litigating entitlement to or the amount of an attorney's fee award, incurred by (GSE) or (GSE)'s Bonding Company in defense of such claim, from the time that the proceeding commenced until all appeals, if any, are final. Vendee acknowledges that (GSE)'s Bonding Company is an intended third-party beneficiary of this attorney fees provision. This provision shall apply where the proceeding seeks a declaration of rights, damages for default, damages for misrepresentation or other legal or equitable remedies.

13. **CHOICE OF LAW AND VENUE.** This Proposal shall be construed in accordance with the laws of the State of Florida, and all litigation brought under, arising out of, or related to this Proposal, or the equipment and materials provided hereunder, shall be governed by the laws of the State of Florida. Vendee expressly waives any right of venue in any action brought under, arising out of or related to this Proposal, or the equipment and materials provided hereunder, or brought against any bond(s) posted by Vendee, and further consents to personal jurisdiction in the courts of the State of Florida. Vendee agrees that the venue provisions of this Proposal shall control venue in any action brought against any bond(s) posted by Vendee or the OWNER on the Project, and that the (GSE)'s Bonding Company is an intended third-party beneficiary of this venue provision. Venue for any action brought under, arising out of or related to this Proposal, or the construction, equipment and materials provided hereunder, or brought against any bond(s) posted by Vendee or the OWNER of the Project, shall be located exclusively in State Court located in Columbia County, Florida.

14. **INSURANCE** Workmen's Compensation and Public Liability Insurance on the above work provided by Graham and Sons Electric, Inc.

15. **TITLES OF ARTICLES; FOR REFERENCE PURPOSES ONLY** The titles of the Articles of this Proposal are for reference purposes only. Titles in no way affect or modify the language within the Articles themselves and are not to be interpreted as substantive parts of the Proposal.

**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



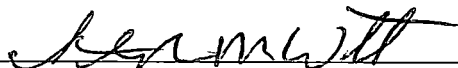
resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**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.

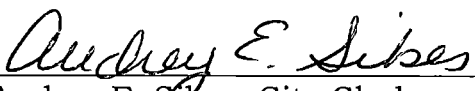
**PASSED AND ADOPTED** at a meeting of the City Council this 6<sup>th</sup> day of June 2022.

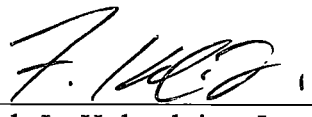
**CITY OF LAKE CITY, FLORIDA**

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

ENTERED BY \_\_\_\_\_

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

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> 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 directly 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 screenings.
  - 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. 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. Execute the completed Execution Deed within seven (7) days of presentation by the City.

v. 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.

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 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
Lake City, Florida 32056

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 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.

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.

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.

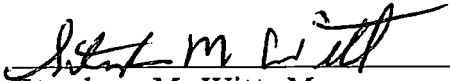
17. **Effective Date:** It is agreed by City and Grantee that the effective date is that date first written above.

*[Remainder of page left blank intentionally. Signature page to follow.]*

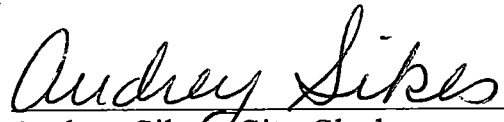



**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

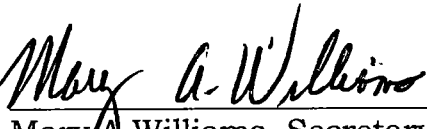
By:   
Stephen M. Witt, Mayor

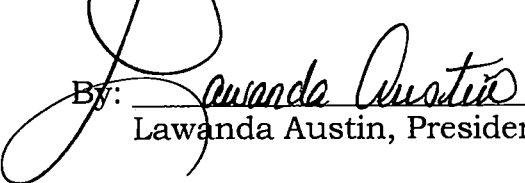
ATTEST:

By:   
Audrey Sikes, City Clerk

Approved as to form and legality:  
By:   
Frederick L. Koberlein, Jr.,  
City Attorney

**ANNIE MATTOX RECREATION  
CENTER, INC.**

By:   
Mary A. Williams, Secretary

By:   
Lawanda Austin, President

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.**

AL Nelson (Treasurer)  
Witness' Signature

By: Lawanda Austin  
Lawanda Austin, President

AL NELSON  
(type or print name)

ATTEST:

[Signature]  
Witness' Signature

By: Mary A. Williams  
Mary A. Williams, Secretary

Marquis Turner  
(type or print name)

**STATE OF FLORIDA**  
**COUNTY OF** Columbia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of July, 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.

[Signature]  
Notary Public - Signature

Margo B. Combs  
Notary Name - Printed



MARGO B. COMBS  
Notary Public - State of Florida  
My Comm. Exp. February 17, 2023  
Commission # GG 302765

**EXHIBIT A**  
**(LEGAL DESCRIPTION)**