

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: October 19, 2020

RE: **Memorandum of Understanding with Michael J. McGee and Kathleen M. McGee for a Donation to Assist in Funding the Expansion of the Cypress Youth Sports Complex and Authority to Rename the Complex**

Attached hereto for your consideration is a proposed Memorandum of Understanding (MOU) with Michael J. McGee and Kathleen M. McGee for a donation of \$600,000 to the City to assist in funding construction improvements to expand the Cypress Youth Sports Complex. Cypress Youth Sports Complex (Complex) is a 33-acre City park located at 2125 E. Edgewood Drive in southeast Lakeland. The Complex currently has four (4) multi-purpose fields (2 of which are lighted), a restroom facility, parking and a maintenance building which was part of the Phase I construction that opened to the public in 2012. The Parks and Recreation Department is set to begin Phase 2 of construction, which would expand the Complex by including two (2) additional multi-purpose fields, a playground, walking path and additional parking.

Michael J. McGee has approached the Parks and Recreation Department seeking to make a donation in the amount of \$600,000 to assist with expenses of Phase 2 construction of the Complex. In consideration of his donation, the Parks and Recreation Department is requesting approval from the City Commission to rename the Complex in honor of Mr. McGee's late father, "John McGee Park". The City currently has \$1,000,000 in impact fees in its Public Improvement Fund for FY2021 that is designated for construction of Phase 2 of the Complex. With Mr. McGee's donation, the total funds available for Phase 2 construction total \$1,600,000. The City issued a Notice of Intent to Award to Rodda Construction on January 14, 2019 for construction of Phase 2 of the Complex pursuant to City Request for Qualification No. 8365.

The term of the MOU will be effective October 19, 2020, subject to approval by the City Commission, and will continue through January 31, 2021. Pursuant to the MOU, Mr. and Mrs. McGee will remit \$450,000 to the City for construction expenses by December 31, 2020. The remaining \$150,000 shall be paid to the City by January 31, 2021, unless such time is otherwise extended upon mutual written agreement of the parties.

It is recommended that the City Commission approve this MOU with Michael J. McGee and Kathleen M. McGee for the donation of \$600,000 to assist in funding Phase 2 construction of the Complex and authorize the renaming of the Complex to "John McGee Park" upon receipt of the donation, as well as authorize the appropriate City officials to approve all corresponding documents for the donation.

Attachment

MEMORANDUM OF UNDERSTANDING
(Donation of Funds for Cypress Youth Sports Complex)

THIS MEMORANDUM OF UNDERSTANDING, entered into on this 19th day of October 2020, by and between the City of Lakeland ("City"), a Florida municipal corporation, whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 and Michael J. McGee and Kathleen M. McGee ("Donor"), whose address is 5022 Lake In The Woods Blvd, Lakeland, Florida 33813.

WHEREAS, the City is seeking to expand Phase 2 construction in the Cypress Youth Sports Complex which is located at 2125 Edgewood Drive S., Lakeland, Florida, a community park (the "Project"); and

WHEREAS, incidental to such expansion, Donor has offered to financially assist with the expansion of Cypress Youth Sports Complex by donating funds toward completion of the Project; and

WHEREAS, the Parties seek to enter into this Memorandum of Understanding ("Agreement") in order to memorialize their respective commitments to the Project as specifically provided herein.

NOW, THEREFORE, in consideration the mutual covenants expressed herein, the Parties do hereby agree, as follows:

1. Recitals. The recitals set forth herein are hereby incorporated as if fully set forth herein.
2. Donor's Responsibilities
 - a. The Project shall consist of expanding Phase 2 construction in the Cypress Youth Sports Complex.
 - b. Donor's monetary contribution towards the Project to expand Phase 2 construction of the Cypress Youth Sports Complex shall total Six Hundred Thousand Dollars and 00/100 (\$600,000.00). Donor shall remit Four Hundred Fifty Thousand Dollars and 00/100 (\$450,000.00) to the City for the Project by December 31, 2020. The remaining monetary contribution of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) shall be remitted to the City by January 31, 2021, unless additional time for payment of the contribution is mutually agreed to, in writing, by the Parties.
 - c. Donor may continue to engage in fundraising activities for the Project if additional funding is desired. The Donor may refer to the purpose of any such fundraising activity, but shall not use the City name or logo without express written permission of the City, which permission shall not be unreasonably withheld.
 - d. Donor agrees that all contributions provided by Donor shall constitute a donation and shall be free of charge to the City. Donor acknowledges that its owners, employees, agents,

affiliates and/or representatives shall not receive any payment or benefit from the City of any kind, including advertising or services from the City, except as specifically set forth in this Agreement.

3. City's Responsibilities

a. The City has budgeted One Million Dollars and 00/100 (\$1,000,000.00) in its Public Improvement Plan specifically designated for the Project which is the expansion of recreational amenities in the Cypress Youth Sports Complex in Fiscal Year 2021.

b. In consideration of Donor's monetary contribution, the City agrees to rename the Cypress Youth Sports Complex to "John McGee Park" upon receipt of the final payment of Donor's Six Hundred Thousand Dollar and 00/100 (\$600,000.00) donation.

i. The City and Donor shall mutually agree, in writing, as to the date and time for a ground breaking ceremony, if applicable, upon completion of the Project.

ii. Naming rights shall exist in perpetuity for the useful life of the named space subject to the conditions set forth herein. In the event that John McGee Park is demolished, destroyed or ceases to be used by the City, the City shall work with the Donor or Donor's designee, Kevin McGee, or such other of Donor's designated descendants, to determine another appropriate form of recognition for the support provided by Donor's monetary contribution.

iii. In addition, naming recognition is subject to future change and reconsideration by the City, if at any time the City determines that the naming recognition of "John McGee Park" becomes damaging to the City's reputation or contradictory to applicable local, state or federal law.

c. In consideration of Donor's monetary contribution toward the Project, the City may use the funds for the Project to include, but not limited to, the purchase of a new playground, an entry feature, two (2) multi-purpose fields, walking path(s), picnic shed and/or parking.

d. The City will provide all services as may be required in the design, permitting, construction and oversight of construction of the Project. The following design elements may be included in the City's construction package and are prioritized as follows for budget and construction purposes:

i. The entry sign concept design, which will include input from Donor and require mutual written approval of the Donor and the City, shall be placed in "John McGee Park" upon completion of the Project in recognition of Donor's monetary contribution.

ii. Two (2) multi-purpose fields and required earthwork as permitted. The fields may also be lighted if sufficient budgeted funds are available.

iii. The playground will be designed by the City in all respects, including product selection, subject to input from the Donor.

- iv. A walking path may be constructed of asphalt millings to a width of five (5) feet approximately 4500 feet long (0.8 of a mile).
 - v. Additional parking as designed and permitted may be constructed.
 - vi. An additional picnic shed may be constructed as permitted.
- e. Any and all expansion related to the Project, including the purchase of materials, construction and maintenance shall be done in accordance with the City's Purchasing Policies and Procedures and any applicable state and federal statutes, regulations or laws. While Donor's contribution shall be used solely for the Project's expansion, City reserves the right to modify the above-specified renovations and purchases depending on Project scope, cost and other considerations.
- f. The City shall be responsible for any and all ongoing maintenance and operations of "John McGee Park". The City further shall be responsible for all other services at "John McGee Park" and for any insurance or self-insurance associated with the maintenance of "John McGee Park".
4. No Partnership. Nothing in this Agreement shall be construed to create or imply any partnership, joint venture or similar relationship between the Parties.
5. No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.
6. Public Records. Donor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Donor in performance of any services pursuant to this Agreement.
7. Jurisdiction, Venue & Governing Law. The Parties irrevocably consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement. This Agreement shall be governed by the laws of the State of Florida.
8. Notices. Any notice or communication pursuant to this Agreement shall be in writing and made to the following:

For the City: City of Lakeland Parks & Recreation Department
Attn: Bob Donahay, Director, Parks & Recreation
228 S. Massachusetts Ave.
Lakeland, Florida 33801

For the Donor: Michael J. McGee & Kathleen M. McGee
5022 Lake In the Woods Blvd.
Lakeland, Florida 33813

9. Termination or Cancellation. This Agreement may be terminated without cause by either Party with at least ten (10) days prior written notice and if no money from Donor was received by City within the time period specified in Section 2.b. of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF LAKELAND, FLORIDA

DONOR
MICHAEL J. MCGEE &
KATHLEEN M. MCGEE

By: _____
William H. Mutz

By: Michael J. McGee
Michael J. McGee

By: Kathleen M. McGee
Kathleen M. McGee

ATTEST:

WITNESS:

By: _____
Kelly S. Koos, City Clerk

By: James A. Page
James A. Page
(Printed Name)

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Palmer C. Davis, City Attorney