



CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
May 9, 2011

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**DATE:** April 18, 2011

**TO:** Honorable Mayor and City Commissioners

**VIA:** Dale L. Smith, City Manager 

**FROM:**  T. Michael Stavres, Community Services Department Director

**SUBJECT:** Lease Agreement between the City of Winter Haven and Polk County Board of County Commissioners for use of City owned property for a Bus Parking Facility

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**BACKGROUND:**

At the present time, the vehicles associated with the Winter Haven Area Transit System are parked overnight at the WHAT Terminal on Avenue E, NW or in various downtown public parking lots (i.e. 4<sup>th</sup> Street, NW and City Hall). None of these facilities offer appropriately secured overnight parking and their current use also requires the drivers to utilize other valuable downtown parking spaces for their own personal vehicles while on route. In the case of the smaller busses routinely parked adjacent to the Chamber of Commerce, their evening and weekend parking further impacts the availability of public parking for downtown events and festivals.

Recognizing these issues and the benefit a designated parking facility would provide, representatives for Polk County approached City staff on the concept of such a facility to be located on City owned property. Working together, the respective staff identified a location on the southwest portion of the Motor Pool facility, immediately adjacent to the Chain Of Lakes Trail and Motor Pool Road. This property was previously used by Meals On Wheels as a recycling facility; however, since the elimination of this program by Meals On Wheels, all of the associated equipment and structures have been removed.

In early 2011, County staff presented a conceptual site plan for the parking facility. City staff provided comments and final site plan was agreed upon. From that point, staff from the City's Community Services Department and the County's Transit Services Division drafted the attached Lease Agreement with the assistance of their respective Attorneys. The following is a summary of the Agreement

- The initial term is three years commencing on the effective date. The Agreement will automatically renew for one year terms unless either party provides written notice of termination to the other 90 days prior to the termination date.

- The County shall pay to the City \$1.00 per year as rent.
- The property detailed in the Agreement may be used only for a parking facility directly related to the Winter Haven Area Transit system.
- If at any time the property to be used is found to have hazardous materials not directly associated with or attributed to the allowed use, the County may vacate the premises until the City remediates/repairs the property. Provided that the presence of hazardous materials is in no way associated with the County's use thereof, the City shall be responsible for remediation costs and any reimbursement to the County for improvements made and/or relocation costs.
- The Agreement is contingent upon the County completing a due diligence inspection of the property to identify any risks, liabilities and issues relating to compliance with present and future contract performance requirements. The time frame for the due diligence inspection is 30 days from the date of execution.
- The County is responsible for all identified improvements associated with their intended use including, but not limited to, pavement, fencing, lighting, landscape and stormwater management. The County is also responsible for the ongoing maintenance and upkeep of the area and associated improvements. With respect to the stormwater management system, the County is responsible for all permitting including that required by SWFWMD.
- To the extent permitted by law including Section 768.28 Florida Statutes, each party agrees to indemnify and defend the other party from and against all suits or actions of any kind based on personal injury, bodily injury, death or property damage, and/or destruction arising out of or in connection with any negligent act or omission of the indemnifying party.
- The Agreement may not be assigned by the County without the written consent of the City.
- The County shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter may be in force, pertaining to the property.
- The County is self insured and subject to Sovereign Immunity and limits on liability set out in Section 768.28. The County shall furnish evidence that it is adequately insured as determined by the City in its sole and absolute discretion.
- The Agreement may be terminated due to lack of operational funding for the WHAT system. In such event, the County shall provide 30 days written notice.
- In the event of any breach by either party, the non-breaching party shall give written notice of the breach. If not cured within 30 days, the non-breaching party may terminate the Agreement. Upon termination, the County shall return the property to its original condition unless such requirement is waived by the City.

The Agreement has been reviewed by the City Attorney and incorporates his comments where appropriate. If approved by the City Commission and subsequently executed by Polk County, the two staffs will work together as needed for permitting and construction. Since all costs are the responsibility of the County, a construction schedule will be contingent upon County funding.

**RECOMMENDATION:**

Staff recommends the City Commission approve the Lease Agreement between the City of Winter Haven and Polk County Board of County Commissioners for use of City owned property for a bus parking facility.

**ATTACHMENTS:**

Lease Agreement between the City of Winter Haven, Florida and Polk County, Florida  
Description Sketch  
DRAFT Construction Plans

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, is made as of the Effective Date (defined in Section 3, below) by and between the CITY OF WINTER HAVEN a municipal corporation under the laws of the State of Florida (hereinafter "Lessor"), and POLK COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "Lessee").

### RECITALS

**WHEREAS**, Section 166.021, Florida Statutes and Section 2(b), Article III of the Florida Constitution authorizes the Lessor to enter into this Lease Agreement with the Lessee; and

**WHEREAS**, Section 125.031, Florida Statutes, gives counties the authority to enter into lease agreements related to properties needed for public purposes; and

**WHEREAS**, Lessor and Lessee desire to enter into this Lease Agreement (hereinafter "Agreement") pursuant to the terms and provisions set out hereinafter; and

**WHEREAS**, Lessor and Lessee have entered into that certain interlocal agreement dated October 13, 1997 designating Lessee as Administrative Agency for Winter Haven Area Transit (hereinafter "WHAT"); and

**WHEREAS**, The WHAT System is in need of a secured parking facility for its fleet of buses; and

**NOW THEREFORE**; in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PROPERTY DESCRIPTION.** Lessor agrees to lease to Lessee, and Lessee agrees to lease, the premises described as follows (hereinafter "Premises"):

The legal description is attached hereto as Exhibit "A". The street address for the premises is 2493 Motor Pool Road, Winter Haven, FL 33881.

3. **TERM.** The initial term of this Agreement shall be for three (3) years beginning on the last date that the Agreement is signed by both parties ("Effective Date"). This Agreement shall renew automatically for subsequent one (1) year terms unless either party provides written notice of termination to the other party at least ninety (90) days prior to the date on which the initial term expires and/or terminates or any subsequent renewal terms as set forth in this Agreement. Each renewal shall be on the same terms and conditions as the initial term provided for in this Agreement.

4. **RENT.** Lessee shall pay Lessor one dollar (\$1.00) per year at Lessor's address stated in Section 23, below.
5. **USE OF PREMISES.** The Premises may be used only for WHAT Bus Parking Facility, staff parking, and other purposes related to the continuation and/or operation of the WHAT Bus Parking Facility.
6. **QUIET USE AND ENJOYMENT.** Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Agreement; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.
7. **HAZARDOUS MATERIALS.** For the purposes of this Agreement, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree. Lessor attests to the best of its knowledge that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and Lessor will now and forever after the termination of this Agreement hold Lessee harmless and indemnify Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above except liability arising out of Lessee's use and occupancy of the Premises. If during Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, Lessee, shall notify Lessor, and Lessee, at its option, may conduct an Indoor Air Quality Test at its own expense. Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe. Upon a determination by Lessor and Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting Lessee's quiet enjoyment of the Premises exists as a result of any action or inaction by Lessor prior to Lessee taking possession of the Premises, Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated in accordance with such legal authority governing and/or controlling such hazardous materials, substances, and air pollutants. If Lessee is either directly or indirectly responsible for the presence and/or existence of such hazardous materials, substances, and/or air pollutants, Lessee shall be solely responsible for any and all repairs and remediation necessary to comply with any and all applicable law(s) and shall be solely responsible for any and all costs and expenses associated therewith. In the event either Lessor or Lessee is directly responsible for the presence and/or existence of the hazardous materials, substances and/or air pollutants and fails to repair or remediate the hazardous materials, substances, and/or air pollutants within a reasonable time in accordance with this Agreement, this Agreement may by written notice be cancelled by Lessor or Lessee. Lessor shall immediately notify Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air

pollutants on the Premises. If Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of this Agreement, then Lessor shall provide a copy of any test results to Lessee. Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

8. **DUE DILIGENCE.** This Agreement is contingent upon Lessee's performance of a due diligence inspection of the Lease, subject property, and any other factors it may deem necessary to identify risks, liabilities and issues relating to compliance with present and future contract performance requirements and with applicable health and safety standards. Beginning the date on which this Agreement is executed by both parties, Lessee shall have thirty (30) business days (i.e., excluding nationally recognized holidays) to conduct and/or perform such due diligence inspections. If the results of such inspections are unsatisfactory in Lessee's sole opinion, then Lessee may immediately terminate this Agreement upon written notice to Lessor. Lessee shall be released from all obligations under this Agreement if it elects to terminate based upon the results from any and all due diligence inspections, but, if Lessee terminates this Agreement as a result of such due diligence inspection, Lessor may keep a pro-rata share of the rent for the period of time beginning on the Effective Date of this Agreement and ending the date on which this Agreement is terminated...
9. **MAINTENANCE AND REPAIRS.** Lessee is responsible for the regular and preventative maintenance to the exterior and interior of all improvements, structures, or additions to the Premises it causes to be on or added to the Premises.
10. **ALTERATIONS AND IMPROVEMENTS.** The Lessee at its own expense shall make those improvements necessary for the safe and maximum use of the Leased Premises as depicted in Composite Exhibit "B." Those improvements include, but are not limited to, installation of new driveway and removal of old driveway, new pavement, chain link fencing around the perimeter of the Premises, gate, and any other security measures that Lessee deems necessary. Provided however that Lessee shall first obtain written approval from Lessor before any alterations and/or improvements to the Premises are made by the Lessee. Such approval shall not be unreasonably withheld by Lessor.
11. **INDEMNITY.** To the extent permitted by law, including Section 768.28, Florida Statutes, each party ("Indemnifying Party") agrees to indemnify and defend the other party (the "Non-Indemnifying Parties") from and against all suits or actions of any kind brought against the Non-Indemnifying parties based on personal injury, bodily injury, death or property damage, destruction received or reasonably claimed to be received or sustained by any person or persons arising out of or in connection with any negligent act or omission of the Indemnifying Party, its agents, employees or assigns while performing the duties and obligations required by this Agreement. This indemnification shall survive the termination of this Agreement. It is understood and agreed that no party to this Agreement waives any immunity it may have as provided by law or the limits of liability set forth in Section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

- 12. STORMWATER MANAGEMENT FACILITY.** The Lessee at its own expense shall install a stormwater management facility as depicted in Composite Exhibit "B." During the term of this Agreement, Lessee shall be solely responsible for any and all permitting, infrastructure, and any and all maintenance as deemed required and/or necessary by Southwest Florida Water Management District, Lessor and/or entity with jurisdiction for the installation, construction and maintenance of such stormwater management facility. Upon termination of the Agreement, the stormwater management facility, and the improvements associated therewith, shall remain with the land. Lessee shall, prior to termination of the lease, take all steps necessary to effectuate the transfer of permits associated with the stormwater management facility to Lessor and Lessor shall, upon termination of this Lease and the transfer of such permits, assume ownership and maintenance responsibilities for the stormwater management facility from that point forward.
- 13. ASSIGNMENT.** Lessee shall not assign this Lease, or any interest in this Lease, or sublet the premises, or any right or privilege appurtenant to it, or allow any person and/or entity other than Lessee, the Polk County Transit Authority, a Polk County Constitutional Officer, the Board of County Commissioners of Polk County, Florida, or any department, division, or agency of the State of Florida to occupy or use the Premises or any part thereof, without first obtaining Lessor's written consent which will not be unreasonably withheld. Any unauthorized assignment and/or sublease shall be void and terminate this Lease at the Lessor's option. This Agreement is binding upon the heirs and assigns of all the parties hereto. Lessor shall at all times retain ownership and title of the Leased Premises. Lessee shall, at all times, protect and defend, at its own cost and expense, Lessor's ownership from and against all claims, liens, and legal processes of creditors of Lessee and will keep the property free and clear from all such claims, liens, and processes.
- 14. ORDINANCES AND STATUTES.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter may be in force, pertaining to the Premises, occasioned by or affecting the use thereof by the Lessee. Both parties agree to comply with the Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990, as amended. Specifically, in the carrying out of this Agreement, neither party shall discriminate in any way as to race, color, creed, national origin, or in any other respect which would violate the aforesaid acts. The Lessee shall be solely responsible for any licenses or permits required by law, and Lessee shall pay any and all costs, taxes, fees and charges prescribed by law. Lessee is exempt from the State of Florida sales tax pursuant to Tax Exempt Certificate Number: 85-8012622308C-3.
- 15. INSURANCE REQUIREMENTS.** Lessee, a Political Subdivision of the State of Florida, is self insured and is subject to Sovereign Immunity and limits on liability set out in Section 768.28. Nothing contained herein shall be deemed to be a waiver of such limitations. Provided however Lessee shall furnish to Lessor evidence that it is

adequately insured as determined by Lessor in its sole and absolute discretion for general liability and casualty matters.

#### **16. TERMINATION CONDITIONS.**

- (a) Termination due to Lack of Funds. In the event funds from governmental sources relied upon to finance the operation of the Winter Haven Area Transit system, become unavailable due to situation and/or circumstance beyond the reasonable control of the Lessee, the Lessor or the Lessee may terminate this Agreement with no less than thirty (30) business days written notice to the other party. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- (b) Termination for Breach. Unless breach is waived by either party to this Agreement in writing, either party shall, in order to terminate this Agreement for breach, give the other party written notice of the breach. If the breach is not cured within thirty (30) days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail of any breach of any provision of this Agreement and shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit either party's right to remedies at law and/or equity or to damages as provided by Florida Law.
- (c) Improvements upon Termination. Upon termination of this Agreement by either the Lessor or Lessee, Lessee, at its sole expense, shall return the improved portions of the Premises to its condition prior to any alteration(s) and/or improvement(s) made thereto (i.e., except pavement, driveways, fencing and gate installed at the premises and the stormwater management facility described in paragraph 12 of this Agreement). Lessor may waive any and all of the requirements provided by this subparagraph by providing Lessee with written notice of such waiver within ten (10) days of such termination.

**17. WAIVER.** Failure of the parties to enforce any right hereunder shall not be deemed a waiver of such right. No covenant, condition, or provision of this Agreement can be waived except with both parties written consent. Any such waiver by the parties in one instance shall not constitute a waiver of subsequent default, unless the waiver specifically states and/or identifies such default in the written consent.

**18. DAMAGE OR DESTRUCTION.** If the said Premises were wholly destroyed by fire or other casualty, this Agreement shall immediately terminate. In case of partial destruction or damage so as to render the Premises uninhabitable for the purposes set forth in this Agreement, either party may terminate this Agreement by giving fifteen (15) days written notice to the other prior to terminating this Agreement, and, if so terminated no rent shall accrue to Lessor after such termination. If neither party desires to terminate this Agreement when the Premises have been partially destroyed or damaged, so long as the damage or destruction to the Premises did not result from any action and/or conduct of the Lessee, Lessee shall only be liable for rent for the undestroyed or undamaged portion

of the Premises. If any such damage or destruction to the Premises either directly or indirectly resulted from any and all actions and/or inactions by Lessee or Lessee's employees, agents and/or any and all parties acting under the direction thereof, Lessee shall, at Lessee's sole cost and expense, make any and all necessary repairs to the Premises. Lessor and Lessee shall have a reasonable time to make the necessary repairs to the Premises, and, if such repairs are not completed within a reasonable time, the party not responsible for repairing the Premises may terminate this Agreement subject to the terms provided for in paragraph 16 of this Agreement.

**19. HOLDING OVER.** If Lessee holds over after the term of this Agreement, with or without the express written consent of Lessor, such tenancy shall be from month to month. There shall not be an automatic renewal or extension of Lessee's month-to-month tenancy, and monthly rent shall be payable as determined by the Lessor at such time as such holdover occurs. Such month-to-month tenancy shall be subject to every term, covenant and agreement contained in this Agreement. Lessor or Lessee may terminate the month-to-month tenancy without cause upon giving not less than 15 days written notice prior to the date on which the subsequent rental payment is due and owing to Lessor.

**20. FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**21. EMINENT DOMAIN.**

- (a) In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Agreement shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Agreement. In the event only a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Agreement as of the date of the taking on giving Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.
- (b) In the event of the termination of this Agreement by reason of the total or partial taking of the Leased Premises by eminent domain, then, in any such condemnation proceedings, Lessor and Lessee shall be free to make any and all claims against the condemning or taking authority for damages accruing to each party, respectively, as a result of the condemning or taking.

22. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Agreement and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions, and/or charges claimed with respect to this Agreement..
23. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts. Each counterpart is deemed an original. .
24. **NOTICE.** All notices under this Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

LESSOR:

Dale Smith, City Manager  
City of Winter Haven  
Post Office Box 2277, Winter Haven, Fl. 33883-2277  
Physical Address: 451 Third Street, N.W., Winter Haven, Florida 33881

COPY TO: *(which shall not constitute notice)*

Frederick J. Murphy, Jr., City Attorney  
Boswell & Dunlap, LLP  
245 South Central Avenue, Post Office Drawer 30  
Bartow, Florida 33831

LESSEE:

Paul A. Simmons, Director  
Transit Services Division  
1290 Golfview Avenue, Suite 264  
Bartow, Florida 33830  
(863) 534-5368

Notices shall be effective when received at the addresses as specified above. Changes in the respective contact person or addresses to which such notice is to be directed may be made from time to time by the parties hereunder, by providing written notice to the other parties. Routine communications may be sent by ordinary mail, postage prepaid, to the parties and addresses designated above.

25. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and interpreted under the laws of the State of Florida. The Venue for any action relating to the construction, interpretation, or enforcement of this Agreement shall be in the Tenth Judicial Circuit, Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division.
26. **ATTORNEY'S FEES.** In the event either party brings an action against the other to enforce any condition or covenants of this Agreement, then each party shall be

responsible for its own court costs, legal expenses, and reasonable attorney's fees, including all fees and expenses incurred for any appellate or bankruptcy proceeding.

- 27. AUTHORIZATION AND BINDING EFFECT.** This Agreement, including any and all amendments hereto, is not valid and effective for any purpose until approved by the Polk County Board of County Commissioners, a political subdivision of the State of Florida and the City Commission of the City of Winter Haven.
- 28. MODIFICATION.** This Agreement may not be modified in any way, unless such modification is in the form of a written amendment properly executed by all parties to this Agreement. No oral modifications will be effective or binding on either party regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification.
- 29. CAPTIONS.** The captions in this Agreement are for convenience of reference only and shall not define or limit any the terms or provisions hereof.
- 30. SEVERABILITY.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Lessor and Lessee further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision..
- 31. ENTIRETY OF LEASE AGREEMENT.** Lessee and Lessor agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the parties pertaining to the lease of the above described property, whether written or oral.
- 32. TIME PERIODS.** The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal by their duly authorized representatives on the last date indicated below.

ATTEST:  
Richard M. Weiss, Clerk

Board of County Commissioners  
Polk County, Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Edwin V. Smith, Chairman

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
County Attorney's Office

ATTEST:

City of Winter Haven

By: \_\_\_\_\_

By: \_\_\_\_\_

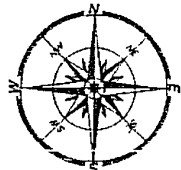
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
Dale Smith

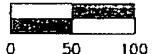
\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

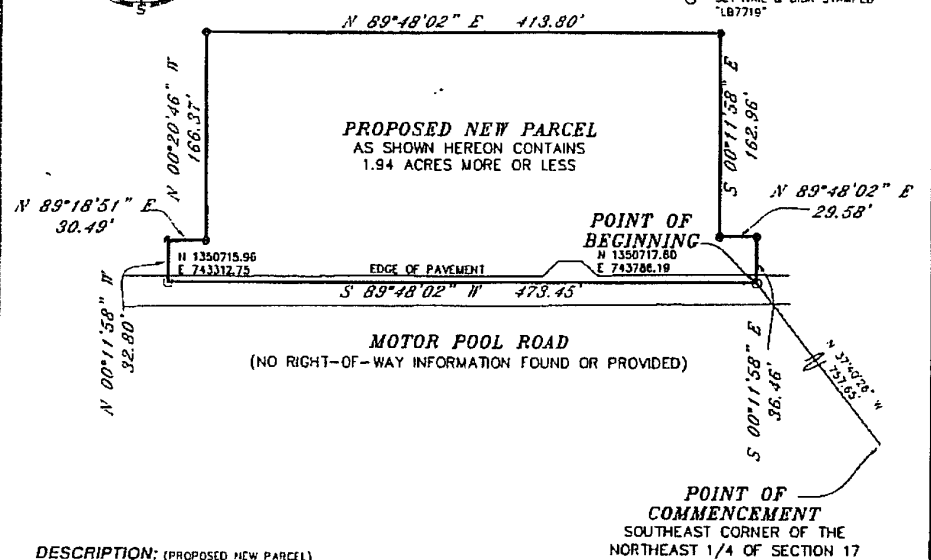


INTENDED DISPLAY SCALE



SCALE: 1" = 100'

**LEGEND:**  
 PB - PLAT BOOK  
 PG - PAGE  
 OR - OFFICIAL RECORDS BOOK  
 POB - POINT OF BEGINNING  
 POC - POINT OF COMMENCEMENT  
 LB - LICENSED BUSINESS  
 ● - 5/8" IRON ROD AND CAP STAMPED "LB7719"  
 ○ - SET NAIL & DISK STAMPED "LB7719"



**DESCRIPTION:** (PROPOSED NEW PARCEL)

That portion of Section 17, Township 28 South, Range 26 East, Polk County, Florida being described as follows:

COMMENCE at the Southeast corner of the Northeast 1/4 of said Section 17; thence North 37°40'26" West, a distance of 757.65 feet to a nail and disk stamped "LB7719" lying in Motorpool Road (Northing = 1350717.60, Easting = 743786.19) and the POINT OF BEGINNING; thence South 89°48'02" West, a distance of 473.45 feet to a nail and disk stamped "LB7719" lying in Motorpool Road (Northing = 130715.96, Easting = 743312.75); thence North 00°11'58" West, a distance of 32.80 feet to a 5/8 inch iron rod and cap stamped "LB7719"; thence North 89°18'51" East, a distance of 30.49 feet to a 5/8 inch iron rod and cap stamped "LB7719"; thence North 00°20'46" West, a distance of 166.37 feet to a 5/8 inch iron rod and cap stamped "LB7719"; thence North 89°48'02" East, a distance of 413.80 feet to a 5/8 inch iron rod and cap stamped "LB7719"; thence South 00°11'58" East, a distance of 162.96 feet to a 5/8" iron rod and cap stamped "LB7719"; thence North 89°48'02" East, a distance of 29.58 feet to a 5/8" iron rod and cap stamped "LB7719"; thence South 00°11'58" East, a distance of 36.46 feet to the POINT OF BEGINNING.

**NOTES:**

- 1) NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, 2007 ADJUSTMENT. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE PROPOSED NEW PARCEL BEING SOUTH 89°48'02" WEST.
- 2) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE OPINION. THEREFORE, IT IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY, AND ENCUMBRANCES OF RECORD AND OF USE, AND OTHER MATTERS OF TITLE THAT MAY BE FOUND BY A COMPLETE ABSTRACT OR TITLE OPINION.
- 3) ANY AND ALL PARTIES BY ACCEPTANCE, USE OR RELIANCE ON ANY SURVEY, WORK PRODUCT, AND/OR SERVICES FOR ANY PURPOSE THEREBY AGREES THAT THE AMOUNT OF LIABILITY, OR OTHER EXPOSURE FOR ANY LOSS OR DAMAGE ASSOCIATED WITH ANY SURVEY, WORK PRODUCT, AND/OR SERVICES FROM ROBERT A STEVENS & ASSOCIATES, INC. IT'S EMPLOYEES, AGENTS, AND/OR THE UNDERSIGNED IS LIMITED TO THE AMOUNT OF PAYMENT RECEIVED FROM SAID PARTIES FOR ANY SURVEY, WORK PRODUCT, AND/OR EXTENDED SERVICES ASSOCIATED THEREWITH.

DATE:  
04/18/11

*Robert A. Stevens*  
 Robert A. Stevens  
 Florida Registered Surveyor and Mapper #5388  
 For Robert A Stevens & Associates, Inc.  
 Certificate No. LB 7719

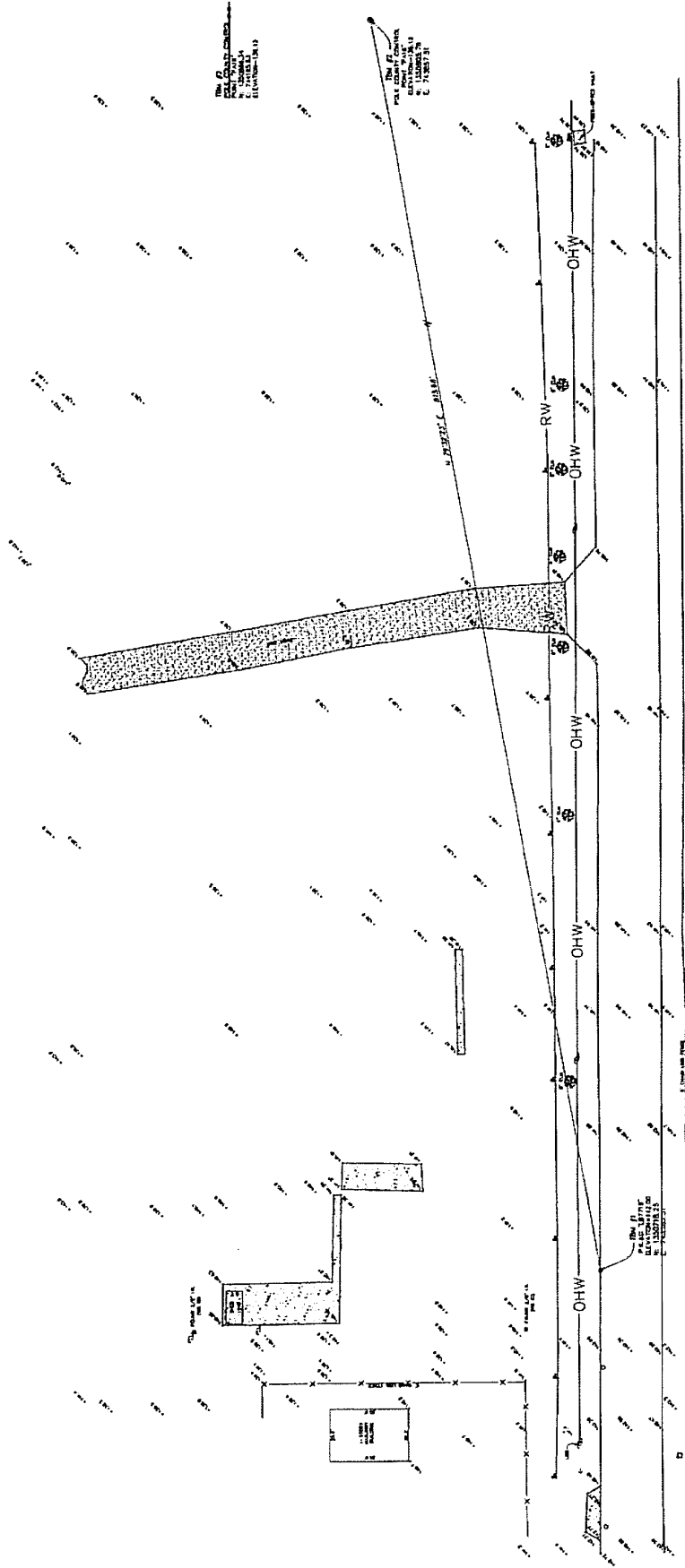
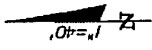
THIS DRAWING NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Robert A. Stevens & ASSOCIATES, INC.**  
 "A Standard of Excellence"  
 Surveying and Mapping, Consulting  
 210 LENA VISTA BLVD. AUBURNDALE, FL 33823  
 Phone: (863) 569-1216 Fax: (863) 288-9778  
 rstevens@redams.com

ATKINS GLOBAL		DRAWN BY: BAS
PROPOSED NEW PARCEL		CREW CHIEF
<b>DESCRIPTION SKETCH</b>		
THIS IS NOT A SURVEY		
SEC. 17	TWP. 28S	RNG. 26E
FB:	PAGE(S):	1 OF 1

DWG FILE: 10-014-01





NOTE: SURVEY PROVIDED BY ROBERT A. STEVENS & ASSOCIATES, INC. ENGINEER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ACCURACY OF SURVEY.

# NOT FOR CONSTRUCTION

<b>POLK COUNTY</b> FACILITIES MANAGEMENT DIVISION 200 N. W. 10th St., Suite 200 Tallahassee, FL 32301 TEL: 904.251.5388		600 NORTH BROADWAY AVENUE SUITE 100, FORT LAUDERDALE, FL 33304 PHONE: 352.371-1000 FAX: 352.371-1000 JERRY R. BROWN, P.E., 10844	SURVEY DATE: _____ BY: _____	PROJECT NO.	SHEET
				W.H.A.T. BUS PARKING FACILITY	2

1/10/2005 09:59 AM F:\WORK\621710\621710\621710\WHA.ParkingCamp\DWG.DWG

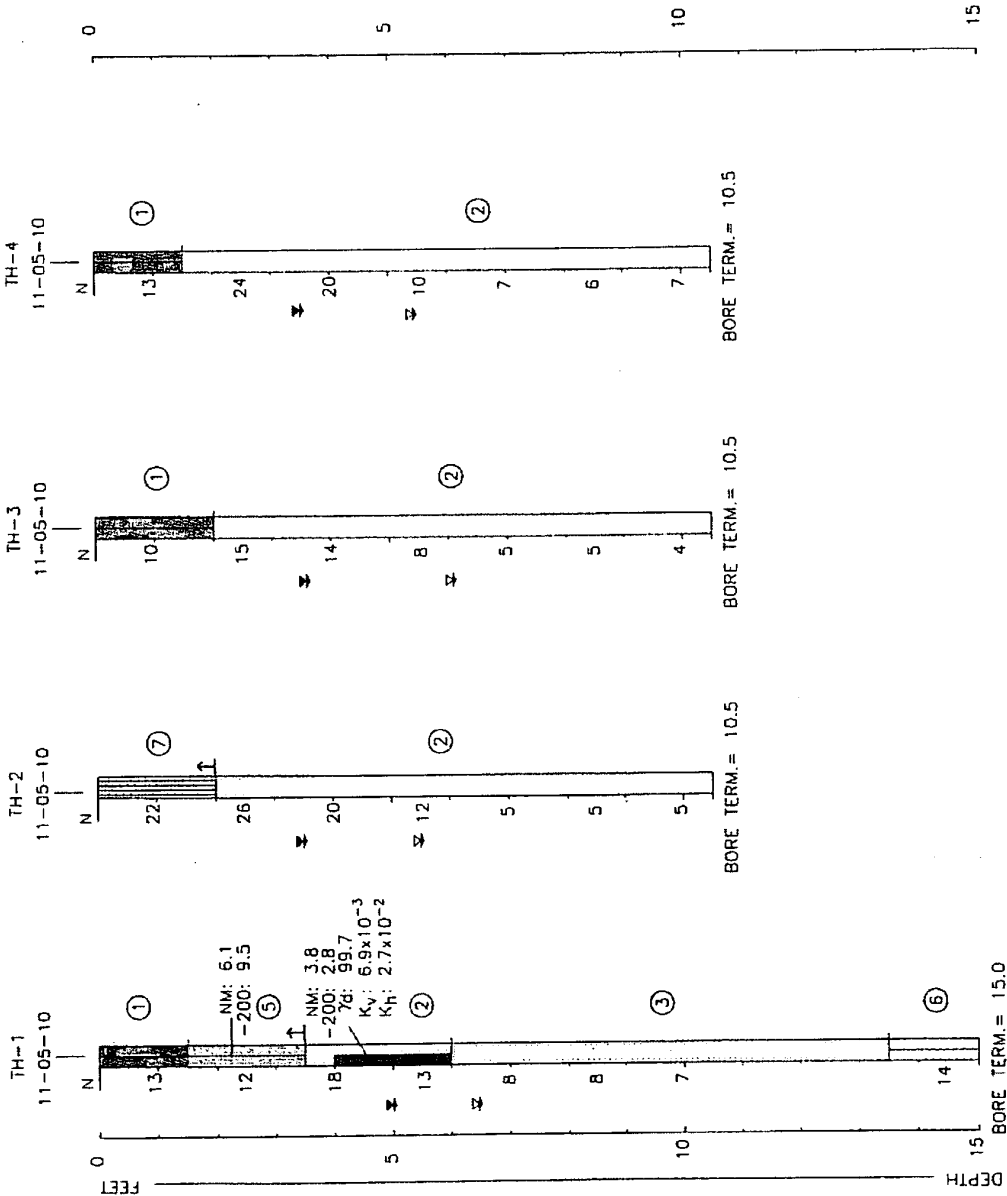








# SOIL BORING PROFILES



## LEGEND

- ① DARK BROWN TO BROWN SAND TO SILT, WITH SKT (SP-150)
- ② LIGHT TO VERY LIGHT CLAY SAND (SP)
- ③ DARK SAND (SP)
- ④ LIGHT TO VERY LIGHT BROWN SAND (SP)
- ⑤ DARK COARSE-SANDY SILT WITH SKT (SP-150)
- ⑥ VERY DARK BROWN SAND, WITH SKT WITH ORGANIC STAIN (SP-150)
- ⑦ SMALL PEBBLE (SM) - FILL

TH STANDARD PENETRATION TEST (SPT) BLOWING  
 50/75 SO BLUERS FOR 3-INCH PENETRATION INTO SOIL  
 4 STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT  
 44 NATURAL MOISTURE CONTENT IN PERCENT (MOISTURE 0-20%)  
 -200 PARTICLES PER UNIT WEIGHT (PERCENT) 20-75  
 200-750 PARTICLES PER UNIT WEIGHT (PERCENT) 75-200  
 200-2000 PARTICLES PER UNIT WEIGHT (PERCENT) 200-750  
 200-4750 PARTICLES PER UNIT WEIGHT (PERCENT) 475-2000  
 200-20000 PARTICLES PER UNIT WEIGHT (PERCENT) 2000-4750  
 200-47500 PARTICLES PER UNIT WEIGHT (PERCENT) 4750-20000  
 200-100000 PARTICLES PER UNIT WEIGHT (PERCENT) 20000-47500  
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10) STABILIZATION PRACTICES  
 STABILIZATION MEASURES, SUCH AS PERFORMANCE SEEDING OR SEEDING OF SOLE SLOPES SHALL BE INITIATED AS SOON AS THE SOIL SURFACE IS EXPOSED. STABILIZATION MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD OR PERMANENTLY CEASED, BUT IN NO CASE SHALL THE MEASURES BE REMOVED OR PERMANENTLY CEASED, UNTIL THE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES.

11) STRUCTURAL PRACTICES INCLUDE:

- 14) STAGED SILT FENCES
- 15) SYNTHETIC BALS
- 16) ROCK BARS
- 17) SOIL TRAPPING PREVENTION DEVICES AT CONSTRUCTION ENTRANCES/EXITS
- 18) TURBIDITY BARRIERS
- 19) STAGED TURBIDITY BARRIERS

14) SILT FENCE LOCATIONS:

- 14) STAGED SILT FENCES SHALL BE USED ALONG THE LENGTH OF THE PROJECT WHERE THE EXISTING GROUND SLOPES ARE FROM THE PROJECT ON WHERE THERE IS POTENTIAL FOR SEDIMENT TO BE WASHED OFF-SITE. STAGED SILT FENCES SHOULD ONLY BE USED IF:
  - 1) PREVIOUS TO THE START OF CONSTRUCTION
  - 2) IF UNDISTURBED VEGETATION OUTSIDE LIMITS OF CONSTRUCTION ARE NOT ASSURABLE
  - 3) IF THE FENCE IS MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD

15) ROCK BARS SHALL INCLUDE STAGED SILT FENCE AROUND THE PERIMETER.

16) SYNTHETIC BALE LOCATIONS:

- 16) SYNTHETIC BALS ARE NOT ANTICIPATED TO BE USED ON THIS PROJECT.

17) ROCK BAR LOCATIONS:

- 17) ROCK BARS ARE NOT ANTICIPATED TO BE USED ON THIS PROJECT.

18) CONSTRUCTION ENTRANCES/EXITS:

- 18) SOIL TRAPPING PREVENTION DEVICES (MATS) AND SHALL BE PROVIDED FOR BOTH ON-SITE AND OFF-SITE LOCATIONS OF RECEIVED OR EXCAVATED MATERIAL INCLUDING PROPOSED ROADWAYS AND DRIVEWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADAPTING THE DESIGN TO THE SITE AND PROCEDURES AS NEEDED.

19) TURBIDITY BARRIER LOCATIONS:

- 19) STAGED TURBIDITY BARRIERS ARE NOT ANTICIPATED TO BE USED ON THIS PROJECT.
- 20) SOIL TRAPPING PREVENTION DEVICES SHALL BE INSTALLED ACCORDING TO THE CONTRACT DOCUMENTS.
- 21) ANY TEMPORARY MATERIAL USED FOR POLLUTION OR EROSION CONTROL DURING CONSTRUCTION SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT AND FINAL STABILIZATION OF SOILS HAVE BEEN ACHIEVED.

21) OTHER CONTROLS:

- 21) WASTE DISPOSAL
  - 14) THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES.
  - 15) ALL WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
  - 16) NO SOLID MATERIALS, INCLUDING BUILDING AND CONSTRUCTION MATERIALS, SHALL BE DISCHARGED TO WETLANDS OR BARRIERS OF SITE.
  - 17) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS.

18) OFF-SITE VEHICLE TRACKING - WILL BE CONTROLLED BY THE FOLLOWING METHODS:  
 14) UNPAVED ROAD TRACKS ARE TO BE COVERED BY A TAMPALUM AT ALL TIMES.  
 15) EXCESS DIRT ON ROAD WILL BE REMOVED DAILY.

19) STATE AND LOCAL REGULATIONS: PEP RULE CHAPTER 62-25 F.A.C.

19) NON-STORMWATER INCLUDING SILL REPORTING

THE CONTRACTOR WILL PROVIDE THE COUNTY WITH AN EROSION CONTROL PLAN THAT WILL INCLUDE SILL CONTAINMENT, REPORTING, AND RESPONSES. THE PLAN SHALL SPECIFY WHAT MANAGEMENT PRACTICES AND CONTROLS WILL BE USED TO PREVENT NON-STORMWATER FROM ENTERING THE PROJECT AND TO PREVENT NON-STORMWATER FROM ENTERING THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS.

20) MAINTENANCE:  
 21) THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES. EROSION AND SEDIMENT CONTROL DEVICES WHICH ARE NOT MAINTAINED OR REPAIRED WITHIN 24 HOURS OF NOTICE, TERMINATION IS WANTED.

22) THE FOLLOWING PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:  
 23) GENERAL - ALL CONTROL MEASURES WILL BE MAINTAINED DAILY BY THE CONTRACTOR. ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF NOTICE.

24) STRUCTURAL PRACTICES -  
 25) SOODING WILL BE INSPECTED FOR BARE SPOTS, WEARINGS, AND WEALTH GROWTH. SYNTHETIC BALS SHALL BE MAINTAINED TO ENSURE THEIR USEFULNESS AND NOT BLIND OR IMPIDE STORMWATER FLOW. WHEN THEY HAVE SERVED THEIR USEFULNESS, THEY SHALL BE REMOVED. STORMWATER FLOW OR DRAINAGE STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED TO PREVENT CLOSING OF ROCK BEDDING WHICH MAY IMPIDE THE USEFULNESS OF THE STRUCTURE.

26) INSPECTION:

- 26) THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD WEELY RAINFALL IN ACCORDANCE WITH THE MPDES PERMIT. ALL CONTROL MEASURES WILL BE MAINTAINED DAILY BY THE CONTRACTOR.
- 27) ALL EROSION AND WATER POLLUTION MAINTENANCE AND CONTROL MEASURES WILL BE INSPECTED DAILY BY THE CONTRACTOR'S PERSONNEL WHO ARE F.D.E.P. CERTIFIED STORMWATER MANAGEMENT INSPECTORS.
- 28) THE CONTRACTOR SHALL COMPLETE ALL SWPPP INSPECTION REPORT FORMS REQUIRED FOR THE MPDES PERMIT.

29) TRACKING AND REPORTING:

- 29) THE CONTRACTOR SHALL SUBMIT A WEEKLY REPORT TO THE COUNTY DOCUMENTING THE DAILY INSPECTIONS AND MAINTENANCE OR REPAIRS TO THE SEDIMENT CONTROL DEVICES. THE CONTRACTOR SHALL MAINTAIN ALL REQUIRED REPORTS AND COMPLETE ALL SWPPP INSPECTION FORMS.
- 30) PREPARATION OF ALL THE CONTRACTOR'S REPORTS OF INSPECTION, MAINTENANCE AND REPAIRS REQUIRED FOR THE CONTROL AND ABANDONMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE ANNUAL COSTS OF THE EROSION CONTROL DEVICES ON TOP SOIL COST OF THE PROJECT.
- 31) THE CONTRACTOR SHALL USE THE CONTRACTOR INSPECTION REPORTS AND ODO-03-03-DATED 6/05, FOR DAILY INSPECTIONS.

# NOT FOR CONSTRUCTION

BOLE COUNTY FACILITY LOCATION: 13111 LULL 211 W. WILSON ST. (FORMERLY 211) BOLETON, MO 64611-351-3588	SWPPP (2)	WHAT: BUS PARKING FACILITY	PROJECT NO.	SHEET
			10000	10

1/20/20 8:53:28 AM 11/20/20 10:20:15 AM 11/20/20 10:20:15 AM