MEMORANDUM OF UNDERSTANDING
Lakeland High School/Lake Bonny Park

This Memorandum of Understanding (MOU), made and entered into this 7th day of AUGUST, 2000 (hereafter the "Effective Date"), by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation (hereinafter referred to as "City"), whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, and THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, a statutory corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "School Board"), whose address is Post Office Box 391, Bartow, Florida 33831, collectively referred to as the "Parties".

WHEREAS, the City of Lakeland is a municipality organized under the laws of Florida which owns real property known as Lake Bonny Park having been purchased in conjunction with the State of Florida through the Florida Communities Trust; and

WHEREAS, the School Board is a special district organized under the laws of Florida which owns and operates an educational facility known as Lakeland High School located generally on U.S. 98 South.

BACKGROUND

The School Board is the owner of real property where Lakeland High School is located. The City is the owner of real property known as Lake Bonny Park located to the east of and across U.S. 98 South from the Lakeland High School campus, more particularly described on the attached Exhibit "A", which will include the development of educational, recreational and athletic facilities on the Lake Bonny Park property. The Parties intend to jointly plan, develop, construct and use the facilities located on the Lake Bonny Park property.

The Parties are also parties to that certain Shared Facilities Agreement dated April 11, 2000, between the School Board and the City which provides for the terms and conditions applicable when a party conducts activities at facilities owned by the other. It is intended that the Shared Facilities Agreement will govern the relationship between the Parties for activities conducted by the School Board on the Lake Bonny Park property.

In addition, the School Board contemplates the construction of an Agricultural Studies Facility on a portion of the Lake Bonny Park property that will provide educational instruction to students at Lakeland High School. The Parties contemplate that the City shall have use of the Agricultural Studies Facility in accordance with the Shared Facilities Agreement. The Parties are also parties to that certain Lease Agreement dated April 11, 2000, which incorporates by reference the Shared Facilities Agreement. The Lease Agreement provides for the lease of real property owned by the City for the construction of the Agricultural Studies Facility.
INTENT

This Memorandum of Understanding is intended to be an expression of the intention of the Parties and to provide guidelines for their conduct during the development of the Project. It should not be construed as creating any contractual obligation on the part of either party.

WITNESSETH

1. Project – The Parties intend to develop a major athletic and educational complex which will include an Agricultural Studies Facility, baseball fields, and soccer fields, which shall be referred to collectively as “the Project”. The Project shall be completed in accordance with the Lake Bonny Park Construction documents and technical specifications (identified as Phase I of the Project) prepared by Glatting, Jackson, Kercher, Angline, Lopez, Rinehart, Inc., dated June 16, 2000 (the “Construction Documents”). The Parties represent that each has reviewed, commented upon, and approved the Construction Documents. The Construction Documents are living documents and as such may be amended throughout the term of the project by joint approval of the parties.

2. Joint Effort – The Parties agree to commit resources and personnel and to operate in concert for the development of the Project. The Parties agree to work jointly in the development of the design of the property and to provide the necessary approvals required for the development.

3. Project Construction – The Parties agree that the School Board shall contract for the development of the Project in accordance with the Construction Documents. The School Board represents that it is a party to that certain Owner/Construction Manager at Risk Standard Form Agreement for Project 9933599 dated April 21, 1999 (the “Contractor Agreement”). The School Board represents that the Project is within the scope of the Contractor Agreement and it will cause its contractor to construct the Project in accordance with the Construction Documents. The School Board agrees that the City of Lakeland shall be named as an additional insured on the appropriate insurance coverages.

4. Construction Budget – The Parties agree that a construction budget has been established within the Contractor Agreement and this budget delineates the Parties’ budget responsibilities. The City’s portion of this Project, excluding the Agricultural Facility, includes athletic fields and shall be constructed in accordance with the Construction Documents for the price of $1,819,000.00. Within 30 days of execution of this agreement, the City shall contribute the above amount to the School Board for purposes of payment of athletic fields construction. The School Board shall maintain the funds in an interest bearing account during the pendency of the project. Accrued interest on the funds shall be used for improvements to the project. The School Board will be responsible for review and payment of Contractor Invoices, subject to approval by the City of final payment.

5. Intersection Improvement – The City agrees to perform certain intersection improvements in accordance with plans and specifications identified as Project No. 110.241.007405. The City will perform all construction activity for the intersection
improvements and coordinate its work with work on the Project to the mutual benefit of the Parties. The intersection improvements shall include the installation of an entrance and railroad crossing. The City agrees to obtain all necessary permits from all parties having jurisdiction for the intersection improvements and railroad crossing.

6. **Construction Activity** – All construction activity shall enter from the U.S. 98 access. All construction activity shall minimize disruption of the adjacent residential properties. All construction personnel shall be advised of the potential for the presence of the eastern indigo snake, a threatened species which is Federally protected. The Director of Parks and Recreation for the City of Lakeland must be contacted immediately if such a snake is sighted.

7. **Dispute Resolution** – The Parties intend to communicate to the extent necessary to minimize conflicts and potential disputes. Any disputes which arise that are unable to be resolved by the personnel responsible for each party’s implementation of their obligation under this MOU shall be resolved jointly by the Chief Executive Officers of each party.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Memorandum of Understanding on the date and year first written.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

By: [Signature]

C. J. English, III, Chairman

Approved as to form and correctness:

C. Wesley Bridges, II, School Board Attorney

ATTEST:

Glenn Reynolds, Secretary

THE CITY OF LAKELAND, FLORIDA

By: [Signature]

Ralph E. Fletcher, Mayor

Approved as to form and correctness:

Joseph P. Mawhinney, City Attorney

ATTEST:

Kelly S. Roos, City Clerk
EXHIBIT "A"

All that part of U.S. Government Lots 1 and 2 in the Northwest 1/4 of Section 20, Township 28S., Range 24E., Polk County, Florida, lying North and East of S.C.L. Railroad, less and except the North 655.62 feet and less the South 260.0 feet thereof and less and except that portion which is included in Temple Park Subdivision as recorded in Plat Book 43, Page 49 of the public records of Polk County, Florida, and less a strip of land 15.0 feet wide lying South of Lot 9, Block D of said Temple Park and less Begin at the Southeast corner of Lot 12, Block D of said Temple Park, run East 10.0 feet, thence North 115.0 feet, thence West 10.0 feet, thence South 115.0 feet to the point of beginning.

and also Begin 240.0 feet North of the Southwest corner of the Northeast 1/4 of Section 20, Township 28S., Range 24E., run thence N-00°20'15''-E. along the West line of said Northeast 1/4 a distance of 1116.42 feet, thence N-57°33'10''-E. a distance of 363.20 feet, thence S-5°37'30''-E. 650.0 feet to Lake Bonny, thence Southeasterly, Southerly and Southwesterly along lake 760.0 feet to a point, said point being S-5°41'-E. 349.77 feet from the point of beginning, run thence N-59°41'-W. a distance of 349.77 feet to the point of the beginning, less the South 20 feet thereof and also Begin at the Southwest corner of the Northeast 1/4 of Section 20, Township 28S., Range 24E., run thence N-00°20'15''-E. along the West line of said Northeast 1/4 a distance of 1356.42 feet, thence N-57°33'10''-E. a distance of 363.20 feet to the point of beginning for this description, run thence N-42°13'30''-E. a distance of 143.04 feet, thence N-5°30'00''-E. a distance of 987.75 feet, thence E-59°37'50''-E. a distance of 257.75 feet, thence S-19°30'00''-E. a distance of 520.0 feet, thence S-74°51'30''-E. a distance of 142.4 feet, thence S-1°15'00''-W. a distance of 355.0 feet, thence S-33°45'00''-W. a distance of 480.0 feet, thence S-64°51'00''-W. a distance of 418.65 feet, thence N-76°18'30''-W. a distance of 233.57 feet, thence N-5°35'00''-W. a distance of 440.0 feet, thence S-57°26'00''-W. a distance of 226.74 feet, thence E-18°22'30''-W. a distance of 70.0 feet, thence N-8°33'30''-W. a distance of 650.0 feet to the point of beginning, and also Begin at the South corner of Lot 15, said subdivision, run thence East a distance of 677.11 feet more or less to the waters of Lake Bonny, run thence Northerly along the waters of Lake Bonny to an intersection with the North line of said Section 20, run thence West along the North line of said Section 20 a distance of 592.10 feet more or less to the point of beginning, less and except the Northerly 15.0 feet thereof previously conveyed to the City of Lakeland, Florida, for a road right-of-way and less and except begin at the Southeast corner of Lot 15 of Cloverdale Subdivision Addition No. 1 as recorded in Plat Book 45, Page 13 of the public records of Polk County, Florida, a distance of 655.62 feet to the Southeast corner of Lot 15, said subdivision, run thence East a distance of 677.11 feet more or less to the waters of Lake Bonny, run thence Northerly along the waters of Lake Bonny to an intersection with the North line of said Section 20, run thence West along the North line of said Section 20 a distance of 592.10 feet more or less to the point of beginning, less and except the Northerly 15.0 feet thereof conveyed to the City of Lakeland, Florida, for a road right-of-way and less and except begin at the Southeast corner of Lot 15 of Cloverdale Subdivision Addition No. 1 according to plat thereof recorded in Plat Book 45, Page 13 of the public records of Polk County, Florida, run thence North and parallel with the East line of Lot 15 a distance of 131.18 feet, run thence West 10.0 feet to the Northeast corner of said Lot 15, run thence South along the East line of Lot 15 a distance of 131.18 feet to the point of beginning, and less and except begin at the Southeast corner of Lot 16 of Cloverdale Subdivision Addition No. 1 according to plat thereof recorded in Plat Book 45, Page 13 of the public records of Polk County, Florida, run thence East 10.0 feet, run thence North and parallel with the East line of Lot 16 a distance of 140.0 feet, run thence West 10.0 feet to the Northeast corner of said Lot 16, run thence South along the East line of Lot 16 a distance of 140.0 feet to the point of beginning, and also including a parcel of reclaimed lake bottom land in Lake Bonny in Section 20, Township 28S., Range 24E., Polk County, Florida, more particularly described as follows: Begin at the Government Meander line on the North line of said Section 20, thence S-45°30'-E. along the Government Meander line of Lake Bonny 462.0 feet; thence continue along the said Government Meander line S-17°0'-E. 341.0 feet to the intersection with a line parallel to and 666.44 feet South of the North line of said Section 20; thence Easterly along the extension of said line parallel to and 666.44 feet South of the North line of Section 20, 200.0 feet more or less, to the present ordinary high water mark of Lake Bonny; thence Northerly along said present ordinary high water mark to the intersection with the North line of said Section 20 extended Easterly; thence Westerly along the extension of the said North line of Section 20, 534.4 feet, more or less, to the point of beginning;
August 10, 2000

Wes Bridges, Esquire
Polk County School Board
Post Office Box 391
Bartow, Florida 33831-0391

RE: Lakeland High School Project

Dear Wes:

Enclosed please find one fully executed copy of the Memorandum of Understanding in connection with the above.

Thank you for your assistance in this matter and should you have any questions, please call.

Very truly yours,

Timothy J. McCausland
Chief Assistant City Attorney

TJM/cs

enclosure

CC: Bob Williams