

Dinsmore Park and Center

Name of School

School No. 45

Renovations to Ball Fields

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”), made and entered into this 27<sup>TH</sup> day of JULY, 2007, by and between the City of Jacksonville, a municipal corporation, hereinafter referred to as “City” and DUVAL COUNTY SCHOOL BOARD, a body politic and corporate, hereinafter referred to as “DCSB”.

WITNESSETH:

WHEREAS, the City and DCSB have entered into a Joint Use Agreement dated 1/20/98 (the “Agreement”) allowing the City and DCSB to jointly use certain DCSB property and certain City property more particularly described herein for recreational and educational purposes in accordance with said Agreement and the limitations set forth therein;

WHEREAS, the Agreement requires the parties to enter into a Memorandum of Understanding for each DCSB property and City property setting forth in detail the extent of the use to be made of each property;

WHEREAS, the City and DCSB have authorized the Director, Department of Parks, Recreation, Entertainment and Conservation and Assistant Superintendent, Facilities Services to execute all Memoranda of Understanding and amendments thereto, on behalf of the City and DCSB, respectively;

WHEREAS, the parties desire to enter into this Memorandum to set forth the terms and conditions necessary by the parties to ensure the jointly used property is well maintained and operated.

NOW THEREFORE, the parties in consideration of the foregoing and the mutual promise and covenants herein, agree as follows:

Section 1. Use. The city shall have the right to use jointly with DCSB the area designated on the plat diagram or site plan attached hereto as Exhibit A and made a part hereof (the "Property") at Dinsmore Park and Center, 7126 Civic Club Drive, Jacksonville, FL 32219  
(Name of School)

for educational and recreational purposes only. The City shall have the right to use the Property for the purposes stated herein at the times set forth in Exhibit B, attached hereto and made a part hereof.

Section 2. Improvements. The City may install the improvements listed on Exhibit C; attached hereto and made part hereof (the "Improvements") at the locations set forth in Exhibit A. All Improvements shall meet Florida Department of Education safety standards.

Section 3. Maintenance of Improvements and Property. City shall maintain, at its sole cost and expense, the Improvements installed by the City on the Property. The City shall maintain the Property and any improvements made by City thereon and provide daily litter control during the school year.

Section 4. Title of Improvements. DCSB, at its option, may keep any or all of the Improvements installed by City on the Property and the City shall convey its rights, title and interest in the Improvements "as is" with no warranties as to merchantability or fitness to the DCSB or DCSB may require the City to demolish and remove the Improvements on the Property and return the Property completely as practicable to its original condition prior to the installations of the Improvements.

Section 5. Memorandum Period and Termination. This Memorandum shall be effective for the period beginning 6/27/2007 and shall continue unless terminated by either party, with or without cause, upon giving three (3) months written notice to the other party.

Section 6. Notices. All notices required under this Memorandum shall be made in writing and served upon City by registered or certified mail, return receipt requested, addressed to Director, Department of Parks, Recreation, Entertainment, and Conservation, 851 N. Market Street, Jacksonville Florida 32202-2798 and served upon DCSB by registered or certified mail, return receipt requested, addressed to Assistant Superintendent, Facilities Services, 1701 Prudential Drive, Jacksonville, FL 32207-8181 with a copy to Christina Lord

Name of Principal

At Dinsmore, Elementary, 7126 Civic Club Road, Jacksonville, FL 32219

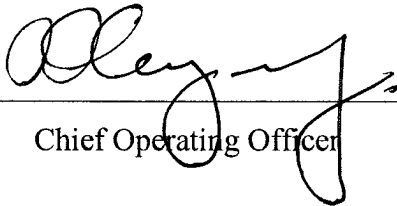
School Address

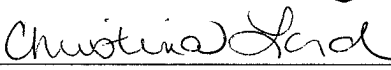
Section 7. Amendments. This memorandum may be amended from time to time by written request and agreements of the parties. The Director, Parks, Recreation, Entertainment and Conservation and the Assistant Superintendent, Facilities Services are authorized to execute any and all such amendments on behalf of the City and DCSB, respectively.

Section 8. Association Use of Property. The City may allow associations, groups or individuals use of the Property for public purposes upon written agreement between City and the association, group or individual, in accordance with the terms and conditions of the Joint Use Agreement. Any such written agreement between the City and the association, group or individuals must be approved by the school principal, or his/her designee. The DCSB may in its sole discretion deny such use.

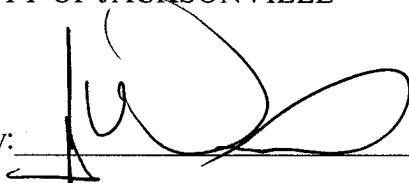
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

By:   
Chief Operating Officer

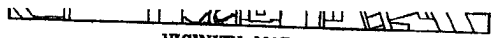
By:   
Principal

CITY OF JACKSONVILLE

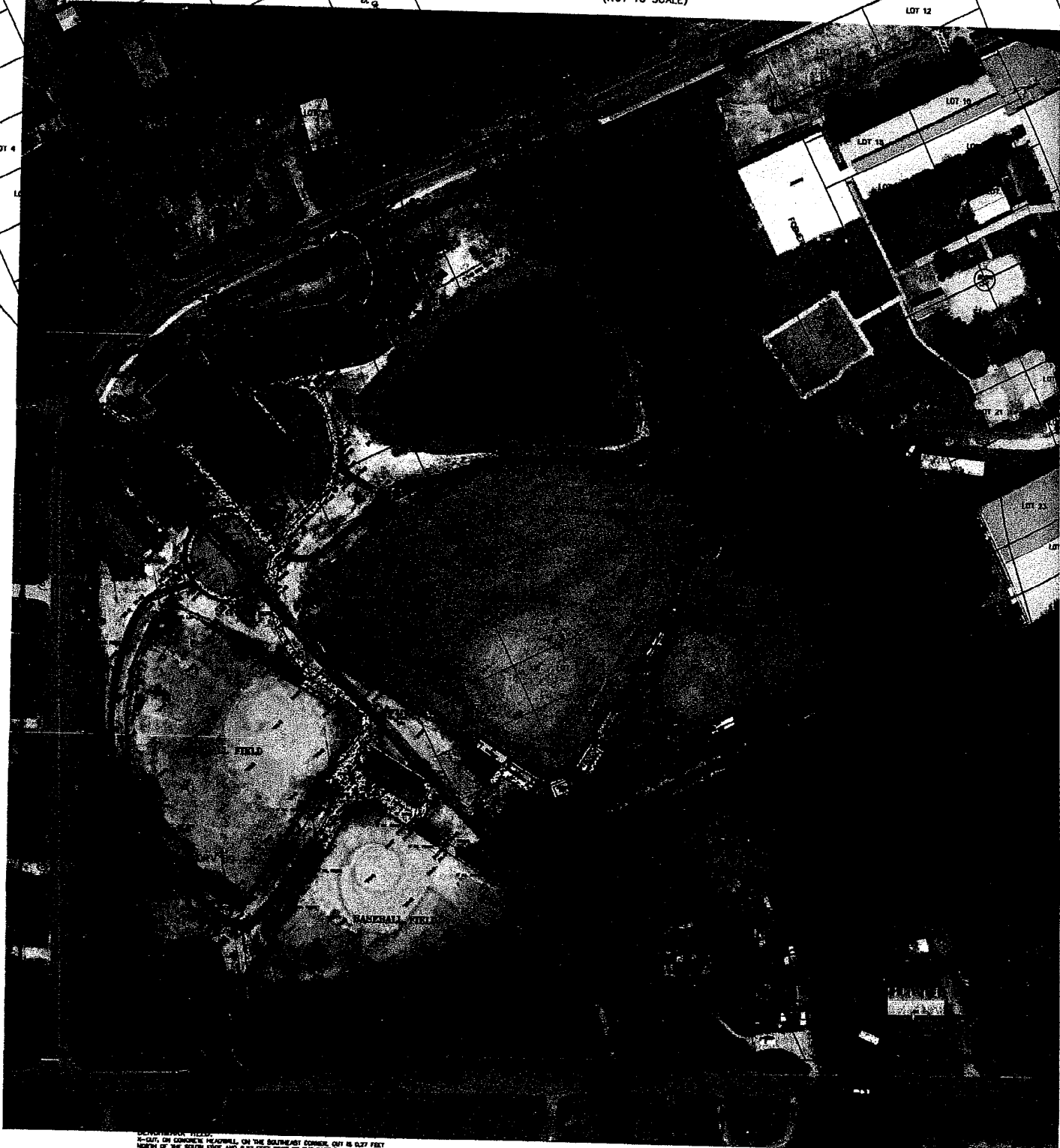
By:   
Director, Public Works

**EXHIBIT A**

**SITE PLAN**



VICINITY MAP  
(NOT TO SCALE)




**DESCRIPTION:** POINTS ON CONCRETE WALKWAY, ON THE BOUNDARY CORNER, CUT IS 0.27 FEET NORTH OF THE SOUTH EDGE AND 0.25 FEET WEST OF THE EAST EDGE. CUT IS 20.40 FEET NORTH OF THE CENTERLINE OF STANBROOK STREET AND 43.38 FEET WEST OF THE CENTERLINE OF OLD LINDS ROAD. ELEVATION OF 18.360 FEET, MVD-26.

**BENCHMARK SET:** 2-CUT ON CONCRETE ENTRANCE OF DINSMORE PARK BUILDING. CUT IS 0.50 FEET WEST OF EAST FACE OF CONCRETE AND 0.50 FEET NORTH OF THE SOUTH JOINT OF CONCRETE. CUT IS 38.50 FEET EAST OF THE CENTERLINE OF THE ENTRANCE ROAD FROM PARK AND 177.85 FEET SOUTH OF THE CENTERLINE OF DINSMORE PARK ROAD. CUT IS WEST OF THE CENTERLINE OF PATCHWORK ROAD. ELEVATION OF 18.368 FEET, MVD-26.

**BENCHMARK SET:** 2-CUT ON BACK OF WALK TO EASTERNLY OF THE ENTRANCE ROAD OF DINSMORE PARK. CUT IS 0.50 FEET NORTHWESTERLY OF CUT IN CURB AND 0.50 FEET NORTHWESTERLY OF THE BACK OF CURB. CUT IS 20.40 FEET SOUTH OF THE CENTERLINE OF DINSMORE PARK AND 234.30 FEET EAST OF THE CENTERLINE OF PATCHWORK ROAD. ELEVATION OF 18.348 FEET, MVD-26.

**GENERAL NOTES**

1. THIS IS NOT A BOUNDARY SURVEY.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON
3. THIS SURVEY ONLY SHOWS IMPROVEMENTS/STRUCTURES SITUATED ABOVE GROUND, BELOW GROUND IMPROVEMENTS/STRUCTURES IF ANY NOT SHOWN OR LOCATED.
4. THIS IS A SPECIFIC PURPOSE SURVEY TO SHOW TOPOGRAPHICAL LOCATIONS AS SPECIFIED BY CLIENTS REQUEST.
5.  DENOTES ELEVATIONS ALONG THE CURBING AS: **81.235**

**DESCRIPTION:** THIS IS THE CONVEY MAP THIS SURVEY HAS BEEN UNDER THE SUPERVISION OF THE ENGINEER AND SURVEYOR. THIS SURVEY WAS MADE UNDER ALL OF THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE FLORIDA CONVEY MAP ACT, CHAPTER 68, PART 1, SURVEYING IN THE STATE OF FLORIDA CHAPTER 68, PART 1.

**7. ENGINE:** ENGINE, P.L.L.C. 258  
REGISTERED LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 4227

**PLEASE IF READ THE DRAWING AND THE GENERAL NOTES HEREON BY A PERSON OTHER THAN THE SURVEYOR, THE USER ASSUMES ALL RESPONSIBILITY FOR ANY DAMAGE OR LIABILITY THAT MAY BE INCURRED.**

<b>REVISION</b>		<b>SURVEY DATA</b>		<b>PROJECT NO. 2087-88</b>		<b>DATE 02-12-87</b>		<b>SCALE 1"=40'</b>	
NO. 1	DATE 02-12-87	PROJECT NAME	DINSMORE PARK	ENGINEER	R. SPENCER	PROJECT NO.	2087-88	DATE	02-12-87
NO. 2	DATE 02-12-87	CLIENT	CITY OF JACKSONVILLE	DRAWN BY	J. SMITH	SCALE	1"=40'	<b>DINSMORE PARK</b>	
NO. 3	DATE 02-12-87	PROJECT NO.	2087-88	CITY OF JACKSONVILLE	DEPARTMENT OF PUBLIC WORKS	300 E. BAY STREET JACKSONVILLE, FL. 32202		© CIVIC CLUB DRIVE TOPOGRAPHICAL SURVEY	

## EXHIBIT B

### TIME OF USE BY CITY

The City shall have unlimited use of the Dinsmore Park and Center.

## EXHIBIT C

### IMPROVEMENTS

New Concrete Walkway  
New Field Lighting  
New Storage Building  
Refurbishment of T-Ball Field and Large Field  
New Fencing  
Batting Cages

(See Attached Quotes)

**Florida Carter Corporation  
12905 Phillips Highway  
Jacksonville, Florida 32256  
(904) 262-2402 -- Fax: (904) 292-9642**

**PROPOSAL**

**Date:** May 15, 2007

**Proposal Number:** 3863

**To:** Vanessa Price  
City Of Jax, Dept. of Parks & Rec  
Recreation and Entertainment  
851 North Market St  
Jacksonville, FL 32202

**From:** Jimmy Carter

**Job Location:** Dinsmore

**Description:** Demo and remove all existing galvanized fencing.

Remove all asphalt trail and replace with 5' concrete sidewalk.  
Includes removal and disposal of required asphalt and limerock.  
Re-route trail - remove from directly behind large field outfield and  
move to backside of pond.  
Total lineal footage is 1850 feet.

Replace the fencing on large field to include: Backstop (welded frame)  
dugouts (increase size to 10' deep), foul line fence - 8' high from backstop  
to end of bullpen, 8' to outfield fence-outfield fence to be moved back  
and be 8' in height. New fence on first base side for bullpen. Outfield  
fence to have two maintenance gates. Demo dugouts completely  
and enlarge to 10' x 30' concrete fence, roof. New roofs on dugouts  
to match existing new roofs - 5V roofing - green. Install "big league"  
type benches - two tier.

Excavation of 3 - 4" of clay and install clean fill dirt. Irrigation included.  
Grass infield with 419 Bermuda.

**Amount:** \$483,000.00

Accepted By	Title	Date	Accepted By	Title	Date
-------------	-------	------	-------------	-------	------

THIS PROPOSAL VALID FOR 30 DAYS FROM THE PROPOSAL DATE.



**Florida Carter Corporation  
12905 Phillips Highway  
Jacksonville, Florida 32256  
(904) 262-2402 -- Fax: (904) 292-9642**

## **PROPOSAL**

Netting above backstop on big field. Posts included.

Install two foul poles for big field.

Scoreboard for big field . Electrical hook-up included.

4' fence around retention pond with 12' double drive maintenance gate.

Build complete T-ball field. Includes demo of all existing fencing and dugouts. Locate new backstop in northwest corner. Welded frame and netting above backstop included. All required fencing including one 12' double drive gate for maintenance - outfield fence to be 6' high. Include benches and two new dugouts with roofs to match existing new roofs. Two - five row bleachers with concrete pads included.

Demo and relocate fence on east side of park - move over 30' into Right of Way. Includes new fence on north side of park.

Existing light pole or poles to be removed by others.

Concrete around and under the pressbox and concrete pad to connect the two existing pads where bleachers are located on big field.

New batting cage - 30' x 75' concrete slab with two batting cages - completely enclosed cages with fencing (includes top) and installation of two batting cage nets.

Install yellow PVC fence capping on all outfield fences.

Cut and remove concrete sidewalk and curb in front parking lot to allow access for equipment from parking lot into park - new concrete, low profile curb and sidewalk.

**Amount: \$483,000.00**

Accepted By	Title	Date	Accepted By	Title	Date
-------------	-------	------	-------------	-------	------

**THIS PROPOSAL VALID FOR 30 DAYS FROM THE PROPOSAL DATE.**

**Florida Carter Corporation  
12905 Phillips Highway  
Jacksonville, Florida 32256  
(904) 262-2402 -- Fax: (904) 292-9642**

**PROPOSAL**

16' x 20' storage building located in back of park near the existing smaller building to be used for storage of maintenance equipment.

Remove curb from between existing storage building and clay bin. Cut swale to ditch.

**Amount: \$483,000.00**

Accepted By	Title	Date	Accepted By	Title	Date
-------------	-------	------	-------------	-------	------

**THIS PROPOSAL VALID FOR 30 DAYS FROM THE PROPOSAL DATE.**

# M. Gray

CONSTRUCTORS, INC.  
Electrical & Sports Lighting



June 7, 2007

City of Jacksonville  
Attn: Terry  
Re: Dinsmore Park

Dear Sir,

We are please to provide this proposal to install the Musco Lighting and the Electrical System. Our price includes all labor, material, and equipment for a complete project as detailed below:

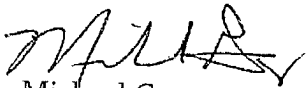
## SCOPE OF WORK

-	All pricing is based upon the City of Jacksonville Bid #SC-0511-06			
-	Install owner furnished poles and fixtures.			
-	6-70' poles @ \$2,800.00 each			\$16,800.00
-	Furnish and install electrical system			
-	2-#6 feeders @ \$3,800.00 each			\$ 7,600.00
-	2- #4 feeders @ \$4,200.00 each			\$ 8,400.00
-	2-#2 feeders @ \$4,900.00 each			\$ 9,800.00
-	Install owner furnished lighting contactors			
-	6-30amp contactors @ \$350.00 each			\$ 2,100.00
-	Remove and dispose of existing concrete poles			
-	Bucket Truck	16 hours	@ \$85.00 per hour	\$ 1,360.00
-	50-Ton Crane	32 hours	@ \$300.00 per hour	\$ 9,600.00
-	Back Hoe	3 Days	@ \$1,200.00 per day	\$ 3,600.00
-	5-Dumpster		@ \$800.00 each	\$ 4,000.00
-	Forman	40 hours	@ \$85.00 per hour	\$ 3,400.00
-	Riggers (3)	40 hours	@ \$55.00 per hour	\$ 6,600.00
-	Provide 1 Storage Container		@ \$800.00	\$ 800.00
-	Provide Water Meter		@ \$1,350.00	\$ 1,350.00
-			Total Pricing	<u>\$75,410.00</u>

GENERAL NOTES

- No repair of curbs, sod, asphalt, concrete, landscaping, sidewalks, or utilities.
- Access to all pole locations are to be provided by others.
- All wiring from existing electrical panels.

Sincerely,



Michael Gay  
President

# M. Gray

CONSTRUCTORS, INC.  
Electrical & Sports Lighting



June 7, 2007

City of Jacksonville  
Attn: Terry McWhorter

Re: Dinsmore T-Ball Field Lighting

Dear Sir,

We are pleased to provide this proposal to install the sports lighting for the above referenced project. Our price includes all labor, material and equipment for a complete project as detailed below:

### SCOPE OF WORK

-	All pricing is based upon the City of Jacksonville Bid #SC0511-06.	
-	Unload, assemble and install 2 - Musco poles and fixtures. 2 - 50' poles @ \$2,000.00	\$ 2,000.00
-	Furnish and install electrical wiring 2 - #4 feeders @ \$4,200.00	\$ 8,400.00
-	2 - 30 amp contactors @ \$350.00	\$ 700.00
-	City of Jacksonville permit fee	\$ 350.00
	<b>Total Price</b>	<b>\$ 11,450.00</b>

### GENERAL NOTES

- Access to pole locations is to be provided by others.
- No repair of curbs, sod, sidewalk, concrete, asphalt, landscaping or utilities.
- No removal of dirt, debris or drilling spoils.

Sincerely,

Michael Gay  
President



**Quote**

**Dinsmore Park Baseball & T-ball  
Jacksonville, Florida  
Date: June 7, 2007  
To: Terry McWhorter**

**Quotation Price**

Musco's Light Structure Green™ as described below and delivered to the job site \$116,000.00.

**Equipment Description**

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50 footcandles infield, 30 footcandles outfield for the baseball field and 30 footcandles for the t-ball field for 25 years, +/- 10% per IESNA RP-06-01
- 1 group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption with an average of 62.6 kW per hour for both fields
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for the voltage available at the site

Sales tax, labor, and unloading of the equipment is not included as part of this quote.

***Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.***

**Payment Terms**

Net 30 days

**Late payment will be subject to service charges of 1 ½% per month (18% APR).**

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. It will be the responsibility of the wholesaler to ensure that Musco is aware of this delivery timeframe. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

**Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.**

**Notes**

---

Quote is based on:

- Shipment of entire project together to one location
- Field size of 300' radius for baseball field and 130' radius for the t-ball field
- Voltage and phase per what is available at the site
- Structural code and wind speed = 2004 – 06 Supplement, FBC, 120 MPH.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Danny Sheldon  
Sales Representative  
Musco Sports Lighting, LLC  
14260 West Newberry Road  
Newberry, Florida 32669  
Phone: 352-665-0578  
E-mail: [danny.sheldon@musco.com](mailto:danny.sheldon@musco.com)  
Fax: 800-374-6402