

Eugene J. Butler Middle School

Name Of School

School No. 168

New Field Lighting

General Description

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), made and entered into this 14 day of January, <sup>2004</sup>~~2003~~, 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 and Entertainment 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 Eugene J. Butler Middle School, 900 Acorn Street, Jacksonville, FL 32209

(Name of School)

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. DCSB shall maintain, at its sole cost and expense, the Improvements installed by the City on the Property. The DCSB shall maintain the Property and any improvements made by DCSB 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 12/17/03 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 and Entertainment, 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 Nongongoma Majova-Seane

Name of Principal

At Eugene J. Butler Middle School, 900 Acorn Street, Jacksonville, FL 32209

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 and Entertainment 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.

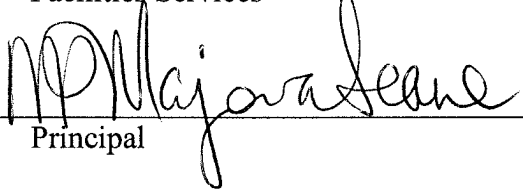
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

DUVAL COUNTY SCHOOL BOARD

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

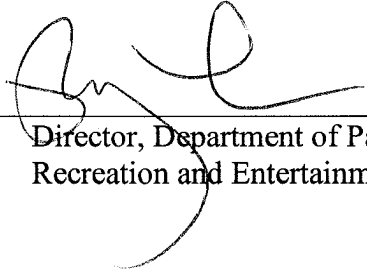
  
Assistant Superintendent,  
Facilities Services

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

  
Principal

CITY OF JACKSONVILLE

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

  
Director, Department of Parks,  
Recreation and Entertainment

# EXHIBIT A

## JAXGIS Property Information



RE #	Name	Address	Total Value	Acres	Plat Book	Map Panel	Legal Descriptions	Flood Zone	LandUse	Zoning	AshSite	ENT
077283 0000	DUVAL COUNTY SCHOOL BOARD	32209	3128600	9.75	0000	189 4	41-2S-26E HARDEES S/D PT W I HENDRICKS GRANT LOT 6/EX RR RW & EX PT IN CITY ST)	Not In Flood Zone	PBF	PBF-1		ENT

## EXHIBIT B

### TIME OF USE BY CITY

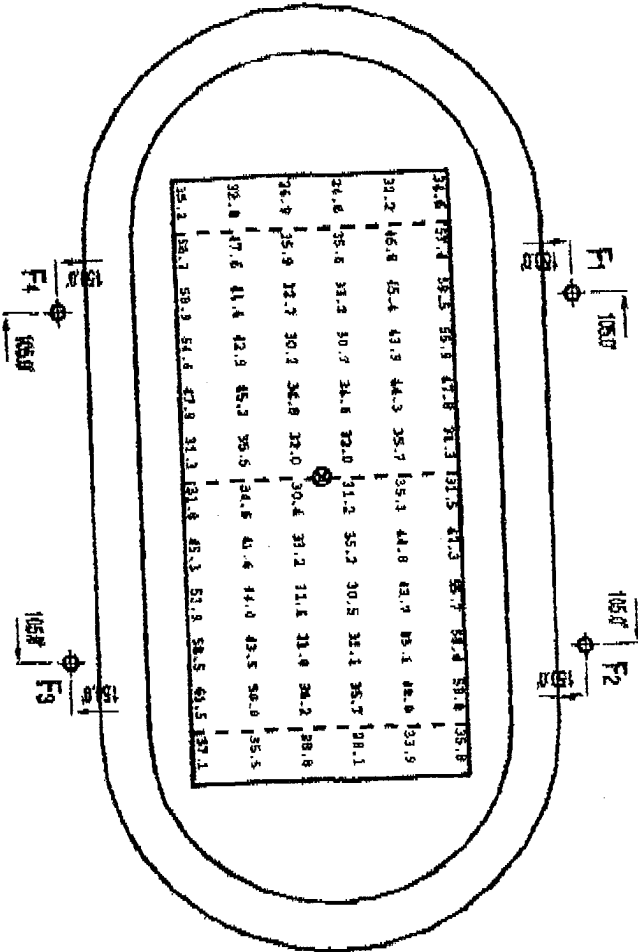
The City shall have use of football field after 5 p.m. Monday through Friday and all day Saturday and Sunday.

EQUIPMENT LISTING									
Eq. No.	Eq. Name	Height	Watt	Beam	Eq. No.	Eq. Name	Height	Watt	Beam
1	30 Foot Candles	70'	1500W	155000	2	30 Foot Candles	70'	1500W	155000

# 30 Foot Candles

FOOTBALL 70' SETBACK/4 POLE  
Project Name, City, State

# EXHIBIT C-1



31.6	139.7	39.5	53.3	43.8	31.3	131.5	43.3	55.7	54.2	53.8	135.8
1											
30.2	146.8	45.4	43.9	44.3	25.7	135.3	44.8	43.9	45.1	48.0	133.9
2											
24.6	35.8	33.2	30.7	34.8	22.0	31.2	35.2	30.5	32.1	35.7	28.1
3											
26.9	35.9	32.3	30.2	36.8	22.0	30.4	33.2	31.1	33.8	34.2	28.8
4											
32.8	47.6	41.4	42.9	45.2	29.5	34.8	41.4	44.0	43.5	50.0	35.5
5											
35.2	128.7	59.2	51.4	47.9	31.2	121.8	45.3	51.9	58.5	61.5	137.1
6											

### Notes

Pole locations dimensions are relative to 0,0 reference point.

Fixture Type:	LV-8 NZ
Lamp Type:	1500W MZ
Lumens:	155000
File # / Date:	FT119-1 / 26-Jun-2001
Prepared By:	N/A



GUARANTEED PERFORMANCE

INITIAL ILLUMINATION	
FOOTBALL HORIZONTAL FOOTCANDLES ON PLANE AT Z = 3	
Tower Points:	72
Average:	40.42
Maximum:	61.46
Minimum:	26.78
Average:	1,509
Maximum:	2,295
Minimum:	1,648
CV:	0.241
Number of Luminaires:	44
KW Consumption:	70.40
Average Tilt Factor:	0.944
Non-sensible Light Loss Factors: x	1.000
Total Light Loss Factor(LLF)	0.944

\* Refer to ampacity draw for electrical sizing.  
\*\* Additional non-receptacle Light Loss Factors are design constants equal to 1.0 at manufacturer's luminaire levels.

\*\*\* Includes Luminaire Dirt Depreciation and Lamp Lumen Depreciation - per IESNA Lighting Handbook 9th Edition, pages 9-17.

NOTE: Light level averages and uniformities are guaranteed by MUSCO. However, individual location measurements may vary from computer predictions.

INSTALLATION REQUIREMENTS: Results assume +/-3% nominal voltage at load side of ballast box and poles located within 3 feet of design locations.

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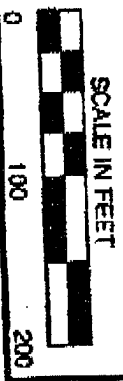
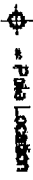


EXHIBIT C-2

**M. Gay**

CONSTRUCTORS, INC.  
Electrical & Sports Lighting



October 29, 2003

City of Jacksonville  
Attn: Jodi McDaniels

RE: Eugene Butler Middle School Football Field Lighting

Dear Madam:

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

SCOPE OF WORK

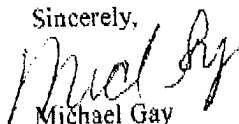
- All pricing is based upon the City of Jacksonville Bid #SC-0459-03.
- Furnish and install Musco 1500 Watt SC-2 Remote Ballast Fixtures  
Fixtures 44@ \$990.00 each \$43,560.00
- Furnish and install concrete poles  
4 - 85' poles @\$5,800.00 \$23,200.00
- Furnish and install electrical wiring
  - 1 - new 400amp service \$ 9,000.00
  - 4 - 100amp contactors @\$1,500.00 each \$ 6,000.00
  - 1 - control switch \$ 350.00
  - 4 - # 2 feeders @\$3,600.00 \$14,400.00

**TOTAL FOR THE PROJECT: \$96,510.00**

*Electrical engineering if needed is 5% of the project.* \$ 4,825.00  
General Notes

- No repair of sod, sidewalks, concrete, asphalt, curbing, landscaping, or utilities.
- Access to pole locations to be provided by others.

Sincerely,

  
Michael Gay  
President