

CITY OF



# PINELLAS PARK

• SIMPLY CENTERED •

**RFQ 22/006**

**Youth Park**

**Multiuse Sports Complex**

**Design, Development, Operation, and Management**

# City of Pinellas Park

Purchasing Division  
P.O. Box 1100  
Pinellas Park, FL 33780-1100



Florida

Phone • 727.369.5712  
Purchasing@Pinellas-Park.com

**NOTICE**  
**CITY OF PINELLAS PARK**  
**REQUEST FOR QUALIFICATIONS 22/006**  
**YOUTH PARK MULTIUSE SPORTS COMPLEX**  
**DESIGN, DEVELOPMENT, OPERATION, AND MANAGEMENT**

Notice is hereby given that the City of Pinellas Park is soliciting sealed responses from qualified and experienced firms to design, develop, operate, and manage a multiuse sports complex located at 3750 66<sup>th</sup> Avenue North, Pinellas Park, Florida 33781. This project has an approximate budget of \$23,500,000.00 and the project site consists of approximately thirty-nine (39) acres. Sealed responses must be received no later than **10:00 A.M. EST on Thursday, 6 April 2023**.

A **mandatory** conference is scheduled to occur at 10:00 A.M. EST on Monday, 20 March 2023 at the Public Works Operation Center located at 6250 82<sup>nd</sup> Avenue North, Pinellas Park, Florida 33781.

The City is soliciting responses from firms who are experienced in the design, construction, and operation of a wide range of multisport tournament tourism destinations and local recreational assets and capable of providing management and operational services to these venues. A firm who demonstrates experience operating and/or partnering with park and recreation departments is preferred.

Firms responding to this RFQ must be prepared to undertake, in the most efficient manner, all aspects of marketing, management, and operations of the Facility as well as demonstrate oversight and leadership to the design, planning, transportation impact analysis, and construction phases for Project. Respondents to this RFQ will be expected to meet or exceed the minimum qualifications set forth in this RFQ. The intent of this RFQ is to identify those development and operating entities that are qualified and capable of understanding sports facility planning, development, management & operations and that are interested in providing financial, business and strategic planning for the complex on behalf of the City of Pinellas Park.

The City is looking for a firm with the capability and experience of delivering a world-class, multiuse sports complex. The City prefers respondents with an established record of fulfilling the requirements of this RFQ without needing multiple firms partnering. Preference will be provided to qualified proposers with the least amount of firms involved in the response.

The City will accept sealed responses for the selection of a firm(s) to design, construct, operate, and maintain a new, for-profit, state of the art multiuse sports complex including any/all necessary permitting. This project consists of a multitude of anticipated financial/funding sources including, but not limited to, State funding, CRA/TIFF funding, ARPA funding, Penny for Pinellas funding, and general budget funding.

The City will waive any City of Pinellas Park permitting fees, but the selected firms will be responsible for obtaining and closing all outside permitting that is required including but not limited to SWFWMD, FDEP, Pinellas County, and Duke Energy.

All development within Duke Energy parcels and Duke Energy easement will require Duke Energy permitting and approval. The development within these areas is limited to areas such as parking lots or fields. Structures cannot be built within those areas.

One (1) unbound, single-sided original, six (6) bound photocopies, and one (1) electronic copy, with a maximum of 80 pages and 20 MB, of your response shall be delivered to the City of Pinellas Park, Purchasing Division, 8000 60th Street North, Pinellas Park, FL 33781 no later than **10:00 A.M. EST on Thursday, 6 April 2023**. Required forms are not considered part of maximum 80 pages. The City of Pinellas Park is not responsible regarding response delivery by the specified time. RFQ responses received after **10:00 A.M. EST on Thursday, 6 April 2023** will not be accepted or considered. All responses must be sealed, unsealed responses will be discarded. Do not email any responses.

The City reserves the right to award a single contract or multiple contracts for this service.

#### **EX PARTE COMMUNICATION**

Pursuant to Florida Statute 287.057(25), Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Communication between a proposer and the City shall be communicated through the Purchasing Division at [Purchasing@Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com). Please address all questions regarding this project to [Purchasing@Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com) no later than **10:00 A.M. EST on Tuesday, 28 March 2023**.

The City is soliciting responses from firms who are experienced in the design, construction, and management of a new, world class multiuse sports complex located at 3750 66th Avenue North, Pinellas Park, Florida 33781. This new multiuse sports complex is to be used as an economic driver for the community to include multiuse fields encompassing many aspects of sports entertainment.

The proposing firm must demonstrate oversight and leadership to the design, planning, construction, and management phases for the renovation of approximately 39 acres of existing City owned property. Respondents to this RFQ are expected to meet or exceed the minimum qualifications set forth in this RFQ. The intent of this RFQ is to identify development entities that are qualified and capable of understanding sports facility planning, development, construction, and management. Further information requested is located in the Evaluation Criteria (see following pages).

The City is soliciting responses from firms well versed in the marketing, management, and maintenance of multiuse sports complexes. Responses should be prepared simply and economically, providing a straightforward and concise description of the responder's experience. Minimum qualifications will include market analysis, financial modeling, promotional advertising, procuring and scheduling numerous multi-sport venues providing for tournaments, leagues, camps, clinics, training, special events, and facility rentals in a variety of sports, recreational, entertainment, and local use activities. The proposer must be able to demonstrate locations under management that have produced 50,000+ room night annually. The additional management and maintenance contract has an expected duration of five (5) years with the option of one (1), five-year (5) renewal upon mutual agreement. Further information requested is located in the Evaluation Criteria (see following pages).

## **RESPONSE INSTRUCTIONS**

Proposers shall submit the following:

### **Financial Statement**

Include a financial statement in a separate, sealed envelope.

### **Content of Response**

The response submitted in response to this Request for Qualifications (RFQ) shall be printed on 8-1/2" x 11" white paper and shall be clear and concise, tabulated, and provide the information requested herein.

Responses submitted without the required information will not be considered. Responses shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each respondent must submit adequate documentation to certify the respondent's compliance with the City's requirements. Respondent should focus specifically on the information requested.

### **Table of Contents**

The respondent's table of contents should include a clear and complete identification of the materials submitted by section and page number.

### **Response Cover Sheet**

Please complete and insert the form in the front of your response for RFQ 22/006 (Response Cover Sheet is located on page 27).

### **Cover Letter**

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein.

### **Response Format**

Firms desiring consideration should fully respond to the following items. The City reserves the right to include any, all, or none of the listed items or services in any agreement resulting from this RFQ process. Please provide all the response information required in the following sections 1–10.

- Documents should be typed, not written, in English.
- Tab response using numbers listed below and number each page used consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc.
- Submittals must be limited to 80 pages. Covers, table of contents, divider tabs, and required signature forms will not count as pages, provided no additional information is included on those pages. Financial statement is not included in the 80-page maximum and **should be provided in a separate, clearly marked, sealed envelope**. Also excluded from the 80-page maximum are the example Facility Operating Manual and the example Facility Marketing Plan.
- When examples or references are requested do not list more than the number requested.



## **RESPONSE OUTLINE**

- 1. Capability to perform the work:** **(20 Points)**
  - a. Number of years designing, constructing, managing, and marketing sports facilities.
  - b. The sufficiency of financial resources and ability of respondent to perform this contract.
  - c. A statement describing why your firm is the best qualified to provide the desired services.
- 2. Adequacy of personnel:** **(10 Points)**
  - a. Include a listing of the project manager and all key staff, by position, to be assigned to provide the required services.
  - b. Provide an organized chart outlining the methods of operation, operational structure, and services. This description should fully and completely demonstrate and incorporate a list of personnel, consultants, and sub-consultants that will be assigned to this contract. Include any degrees, certificates, and specialties within the disciplines associated with development and construction.
- 3. Past record:** **(15 Points)**
  - a. Provide a written statement of any innovative techniques or methodology that you have used in this type of development and construction that have a proven history of providing responsive and cost-effective results on similar projects.
  - b. Provide examples of recent projects related to this type of work.
- 4. Experience:** **(15 Points)**
  - a. Provide a written statement of your firm's qualifications to perform in accordance with this RFQ.
  - b. Include references from at least five (5) clients in which the firm has performed similar work. Include the contact name, address, e-mail, telephone number, and date of the contract.
  - c. Provide no fewer than five (5) references for whom the firm is currently providing management and maintenance services for outdoor sports assets.
  - d. Provide a list of no fewer than five (5) currently managed facilities in which it oversaw similar pre-opening tasks and responsibilities.
  - e. Experience must include operating at least three (3) complexes of eight (8) fields or more. One complex must have demonstrated longevity with a management contract in place for at minimum six (6) operating years.
  - f. Must currently operate or oversee the management of five (5) or more open and operating complexes that were initially planned and design/construction was overseen by the firm, if applicable.
  - g. Demonstrate locations under current management that have produced over 50,000+ room nights annually.
  - h. The entity must demonstrate experience of having managed three (3) or more outdoor sports complexes in the State of Florida.
  - i. Demonstrate proactive approaches to culture, people, and organizational development
  - j. Demonstrate relevant collaboration among diverse stakeholders and owners including proven ability to partner with park and recreation departments.

- k. Provide examples of monthly/annual financial reports and any key benchmarks or key reporting datasets used in communicating with property and project owners.
- l. Additionally, entity should provide evidence of ability to handle all necessary operations, including, but not limited to:
  - Administration
  - Marketing, including event promotion and production
  - Financial Management, including backend accounting reporting structure. Provide sample financial documents including but not limited to profit and loss statements.
  - Event operations to sporting and non-sporting events
  - Local-use programming
  - Hotel booking service platform for complex events.
  - Human resources, staffing
  - Concessions and retail
  - Sponsorship/Naming Rights
- m. Identify all completed sports complexes where the responding entity acted as consultant, manager, operator, and maintenance provider of such complexes.
- n. Identify all completed sports complexes, where responding entity acted as a consultant through the design and development of the complex.
- o. Identify all completed sports complexes, where responding entity currently acts as the manager/operator.
- p. Responses should include an example Facility Operating Manual (excluded in 80-page limit).
- q. Responses should include an example of a Facility Marketing Plan (excluded in 80-page limit).

**5. Ability to meet time and budget requirements:**

**(10 Points)**

- a. Approach to this project; sequence of events, estimated timeframe, and the City's role in the sequence of events.
- b. Explanation of the ability to accomplish proposed work/sequence of events within a given timeframe and budget.
- c. Provide information and approach to pre-opening of the proposed facility.

**6. Location:**

**(05 Points)**

- a. The location of the firm/individual's office/employees from which the City's Contract will be executed.

**7. Recent, current, and projected workload.**

**(03 Points)**

- a. List current and projected workload.
- b. List contracts previously awarded by the City.

**8. Use of local labor or materials/supplies within the City:**

**(10 Points)**

- a. Attach list of businesses considered.

**9. Certification as a MBE (Minority Business Enterprise)/WBE (Women Business Enterprise)/VBE (Veteran Business Enterprise):**

**(03 Points)**

- a. Attach certificates for consideration.

**10. Organizational Fit**

**(09 Points)**

- a. Explain how your firm will interact with the Owner in all phases of the project.

## FORMS

The last section of your RFQ response should be the “**FORMS**” section, which must contain the forms below. Under a tab labeled “FORMS,” the following forms labeled A-L, must be completed and inserted within your response. Ensure documents are executed by an Authorized Person as designated on the Florida Division of Corporation’s website (Sunbiz); if using an alternative signator, include a Corporate Resolution evidencing the signator’s authority to execute documents on the firm’s behalf.

- A. Sworn statement on Disclosure of Relationships
- B. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- C. Lobbying Certification
- D. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion
- E. Public Entity Crimes Statement
- F. Indemnification and Hold Harmless Agreement
- G. Non Collusion Clause
- H. Insurance Requirements
- I. E-Verify
- J. Florida Division Of Corporations

To conduct business in the State of Florida, respondents must be registered with the Florida Division of Corporations. Register at <https://dos.myflorida.com/sunbiz/>. Include verification of registration with your response.

**K. Department of Business & Professional Regulation**

Pursuant to Florida Statute 489.131, proposers must be registered with Florida DBPR. Register at [MyFloridaLicense.com/DBPR](https://myfloridalicense.com/dbpr/). Include verification of registration with your response.

**L. Standard Form(s) 330**

Please include your firms Standard Form(s) 330 and place them in the forms section of your response.

## GENERAL INSTRUCTIONS

**Indemnification:** The Consultant shall indemnify and hold harmless the City and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the professional and other persons employed or utilized by the professional in the performance of the contract.

**Public Access:** The Consultant shall comply with Florida’s Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or

confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, response, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, response, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Scrutinized Companies Lists:** The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The City may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. City may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/response/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** City of Pinellas Park will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity,

age and/or disability. Through the course of providing services to the City, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the City's Title VI/Nondiscrimination Coordinator through the office of the City Attorney.

**E-Verify:** Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors and/or subconsultants. This requirement applies to any provider of services or goods. Include proof of registration with your response.

**Local Preference:** City of Pinellas Park has no local ordinance or preferences in place, as set forth in section 255.0991(2), Florida Statutes; therefore, no preference prohibited by that section will be considered in the acceptance, review, or award of this solicitation.

Local business is defined as the vendor having a current Business Tax Receipt issued by City of Pinellas Park. Preference will be given to those respondents whose lead firm has a physical office location within City of Pinellas Park. P.O. Boxes and shared workspaces will not qualify.

It is preferred that responding firms be able to provide all requested services in-house versus multiple firms or joint ventures. Preference will be provided to qualified proposers with the least amount of firms involved in their response. Firms that demonstrate experience operating and/or partnering with park and recreation departments are preferred.

**Regulations:** It shall be the responsibility of the respondent to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, ordinances, or other grant requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any Consultant as to the meaning of the RFQ documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to City of Pinellas Park ([Purchasing@Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com)) on or before the question and answer period closes. The City shall not be responsible for oral interpretations given by any City employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be released through [Demandstar.com](http://Demandstar.com). All such Addenda shall become part of the RFQ documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Response, to contact City of Pinellas Park's Purchasing Division at [Purchasing@Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com) to determine if addenda were issued and to make such addenda a part of their Response.

**Applicable Law and Venue:** Contract(s) resulting from this RFQ and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any court action allowed by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida, or in the Middle District of Florida, United States District Court, Tampa Division.

**Conflict of Interest:** Any entity submitting a bid, response, qualifications or entering into a contract with the City shall disclose any relationship that may exist between the contracting entity and a City Employee. The relationship with a City Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild*. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a City approved form. Failure to submit the form will be cause for rejection of the bid or response.

**Prohibition Against Contingent Fees:** If a contract is entered resulting from this request for responses, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

**Right to Protest:** Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest per the terms of Pinellas Park Administrative Regulation 13.43(L). The protest shall be submitted to the appropriate party in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest.

**Awards:** The City reserves the right to cancel the solicitation, reject any and all responses or waive any irregularity or technicality in submittals received, that serves in the best interest of the City. The City reserves the right to not make any award(s) under this solicitation.

**Termination by the City:** The City reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The City also reserves the right to terminate this contract for convenience of the City and / or with or without cause by giving 30-days notice.

**Compliance with Laws and Regulations:** Respondent agrees that they will comply with all Federal, State, Local Laws, Regulations, and grant requirements applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

Include proof of insurance evidencing insurance coverages with your response. Firm’s insurance shall be primary. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

Each Occurrence \$5,000,000  
Fire Damage-any one fire \$100,000  
Medical Expenses-any one person 5,000  
Personal and Advertising Injury \$500,000  
General Aggregate \$5,000,000  
Combined Single Limit \$5,000,000

**Automobile Liability – Combined Single Limit \$1,000,000**



**Worker's Compensation** as required by the State of

Each accident \$100,000

Each Disease – Each employee \$100,000

Each disease – policy limit \$500,000

**Professional Liability Insurance**

\$2,000,000 per occurrence

\$2,000,000 aggregate combined single limit

\$5,000 maximum deductible per claim

**Builder's Risk** covering all risks of loss in the complete and full value of the project with no coinsurance penalty provisions. This insurance shall insure the interests of the City, the Developer, and all subcontractors, if any, in the work and shall insure against special form causes of loss (all risk perils), including collapse during construction, for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Developer shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the City and written notice of the fact has been issued by the City.

**Pollution Legal Liability** and/or Asbestos Legal Liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors, and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the City of Pinellas Park Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the City of Pinellas Park Risk Management Division that they will provide 30 days written notice to the City of Pinellas Park Department of Risk Management of its intent to cancel or terminate.

***City of Pinellas Park reserves the right to accept or reject any or all responses in whole or in part and waive any and all any technicalities or irregularities.***

---

## FIRM INFORMATION

---

Communications concerning this response shall be addressed to:

<b>Company Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

The following addenda are hereby acknowledged:

Addendum Number	Date

1. How many years has your organization provided these services? \_\_\_\_\_
2. List any applicable State of Florida Registration Number(s): \_\_\_\_\_
3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Dates of Service: \_\_\_\_\_  
Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Services Provided: \_\_\_\_\_  
\_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_  
Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

4. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_

5. List all ligation cases during the past three (3) years in which the Contractor has been a named party.  
Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

---

## RELATIONSHIP DISCLOSURE

---

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted in response to RFQ 22/006 - Youth Park Sports Complex Design, Development, Operation, and Management

2. This sworn statement is submitted by: \_\_\_\_\_

(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_

(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an “affiliate” as defined means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a City employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships with any City employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a City employee:

Name of Affiliate  
or entity

Name of Employee

Relationship

---

---

---

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ who is personally known to me or ☐ who has produced  
\_\_\_\_\_ as identification.

---

## PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

---

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

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



---

## LOBBYING CERTIFICATION

---

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

---

Firm Name

---

Signature of Contractor's Authorized Official

---

Printed Name of Contractor's Authorized Official

---

Title

---

Date

---

## DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

---

(1) The CONSULTANT certifies, by submission of this response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

---

Signature of Proposer's Authorized Official

---

Name and Title of Proposer's Authorized Official

---

Date

---

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

---

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Pinellas Park

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitted sworn statement)

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
STATE OF \_\_\_\_\_

\_\_\_\_\_  
Signature

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_,  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

NOTARY PUBLIC \_\_\_\_\_

(Notary Seal)

My Commission Expires \_\_\_\_\_

---

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

---

By this agreement, Contractor agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act on the part of the Contractor, its agents, servants, or employees. Contractor shall be responsible to the City of Pinellas Park for any damages caused by the Contractor's negligence, wrongdoing, misconduct, want or need of skill, default or breach of contract, guarantee, or warranty.

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

President, Vice-President or Treasurer

**Corporate Seal**

## NON-COLLUSION AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says that they are

\_\_\_\_\_ of \_\_\_\_\_.

The party making the foregoing Response or Bid; that such Response/Bid is genuine and not collusive or sham; that said respondent/bidder is not financially interested in or otherwise affiliated in a business way with any other respondent/bidder on the same contract; that said respondent/bidder has not colluded, conspire, connived, or agreed, directly or indirectly, with any other respondents/bidders or person, to put in a sham response/bid or that such person shall refrain from proposing/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the response/bid or affiant or any other respondent/bidder, or to fix any overhead, profit or cost element of said response/bid, or that of any other respondent/bidder, or to secure any advantage against the City, or any person or persons interested in the proposed contract; and that all statements contained in said response or bid are true; and further, that such respondent/bidder has not directly or indirectly submitted this response/bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐

online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)

as identification.

NOTARY PUBLIC \_\_\_\_\_

(Notary Seal)

My Commission Expires \_\_\_\_\_



---

## FLORIDA TRENCH SAFETY

---

Proposer acknowledges that included in the various items of the response are costs for complying with the Florida Trench Safety Act (Florida Statute §553.60, et.seq.). The Proposer further identifies the costs to be summarized below: (to be determined during contract negotiations)

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost

\*TOTAL \$ \_\_\_\_\_

\* This total amount is incidental to the contract price and is provided only as acknowledgement of the Florida Trench Safety Act.

Failure to complete the above may result in the response being declared non-responsive.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Signature

**CONSTRUCTION BOND NO. \_\_\_\_\_**

**OWNER:**

City of Pinellas Park, FL  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
727.369.0700

**PRINCIPAL:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**SURETY:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**PROJECT:**

\_\_\_\_\_ (Number, Title, Location)

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of **(\$000,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract/purchase order documents and compliance or noncompliance with any formalities connected with the contract /purchase order or the changes does not affect Surety's obligation under this bond.

**Principal:**

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Print or Type Signature)

**Surety:**

BY \_\_\_\_\_

Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Florida Licensed Agent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE BOND MUST BE ATTACHED TO THIS FORM**

## RESPONSE CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your response.

Items are checked if they are required with your response or if they must be on file prior to award.

Additional documentation may be requested by the City to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH RESPONSE	SUBMIT PRIOR TO AWARD
	Financial Statement	3	✓	
	Cover Letter	3	✓	
	Florida Division of Corporations Registration	6	✓	
	DBPR Registration	6	✓	
	Standard 330 Forms	6	✓	
	E-Verify Registration	8	✓	
	Proof of Insurance	9	✓	
	Firm Information	11	✓	
	Addenda Acknowledgement	11	✓	
	Relationship Disclosure	13	✓	
	Scrutinized Companies Disclosure	15	✓	
	Lobbying Certification	16	✓	
	Debarment and Suspension Certification	17	✓	
	Public Entity Crimes Statement	18	✓	
	Indemnification and Hold Harmless Agreement	20	✓	
	Non-Collusion Affidavit	21	✓	
	Response Cover Sheet	27	✓	
	Certificate of Insurance			✓
	W-9			✓
	Construction Bond			✓

**Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.**

**Be sure to include the name of the company submitting the response where requested.**

**To identify your submission as a “Sealed Response,” cut along the border and affix this label to your sealed envelope.**

**SEALED RESPONSE • DO NOT OPEN**

**RFQ 22/006**

**Youth Park Sports Complex**

**Design, Development, Operation, and Management**

**SUBMISSION DUE: 10:00 A.M. EST on Thursday, 6 April 2023**

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

**DELIVER TO:**

**City of Pinellas Park**

**Purchasing Division**

**8000 60th St. N.**

**Pinellas Park, FL 33781**

**From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on [Demandstar.com](https://www.demandstar.com). You should periodically check the website to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the response.**

---

## RFQ 22/006 RESPONSE COVER SHEET

---

### Youth Park Sports Complex Design, Development, Operation, and Management

---

(Firm Name)

---

(Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(Email Address)

---

(Print/Type Name and Title of Authorized Agent)

---

(Signature of Authorized Agent)

---

(Date)

**Please complete this form & attach it to the front of your response**



## Conceptual Design Criteria

The City is seeking a qualified firm to design, construct, and manage a multi-purpose sports facility at the City owned Youth Park site as defined in the legal description below and depicted in the included aerial, conceptual design plan/schematic, and certified survey. Duke Energy owns two of the parcels within the park and owns an easement through one of the City owned parcels as shown in the included Duke Energy incumbrance aerial. These areas will be limited to development such as grassy areas or parking lot. Duke Energy will not permit structures or ponds within these areas. The City has current License Agreements with Duke energy for limited use of the Duke Energy owned parcels and easement, which is attached hereto and incorporated herein. The firm will be responsible for all Duke Energy permitting, negotiations, and agreements. Building and site development will be required to meet the Florida Building Code and the City Land Development Code requirements. The current budget for this project is \$23,500,000.00. Your proposal shall include a design and construction schedule. City utilities will need to be relocated and constructed and the SWFWMD will require stormwater improvements. The firm will be responsible for the required FDEP CGP, FDEP wastewater, FDEP potable water, and SWFWMD permits required for these items. The conceptual design plan/schematic is intended as a conceptual layout. The City will rely and work with the selected firm to determine the final layout and design as the selected firm would be the designer, builder, and operator of the facility. The selected firm will also be responsible to coordinate and permit a connection to 62<sup>nd</sup> Avenue N. with Pinellas County. This will require a Pinellas County right-of-way permit and drainage permit. All outside agency permits including those already listed but not limited to will be the responsibility of the selected firm to obtain and close.

### Legal Description of site:

(OR 4436, PG 707)

The Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida.

(OR 15650, PG 654)

The Southeast quarter (SE1/4) of the Southeast (SE1/4) of the Northwest quarter (NW1/4) of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, LESS Road Right-of-way.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL “A”

BOULEVARD PARK NO. 2, PLAT BOOK 15 PAGE 83, BLOCK 12, LOTS 13 THRU 24 AND THE SOUTH  $\frac{1}{2}$  OF A VACATED 20' ALLEY ADJACENT TO THE NORTH AND THE VACATED WEST 30 FEET OF 40<sup>TH</sup> STREET NORTH ADJACENT ON THE EAST AND THE VACATED NORTH 30 FEET OF 64<sup>TH</sup> AVENUE NORTH ADJACENT ON THE SOUTH AND THE VACATED EAST 30 FEET OF 41<sup>ST</sup> STREET NORTH ADJACENT ON THE WEST.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL “B”

BOULEVARD PARK NO. 2, PLAT BOOK 15, PAGE 83, BLOCK 12, LOTS 1 THRU 12 AND THE SOUTH  $\frac{1}{2}$  OF VACATED 65<sup>TH</sup> AVE N ADJACENT ON THE NORTH AND THE NORTH  $\frac{1}{2}$  OF A VACATED 20' ALLEY ADJACENT ON THE SOUTH AND THE VACATED WEST 30 FEET OF 40<sup>TH</sup> ST NORTH ADJACENT ON THE EAST AND THE VACATED EAST 30 FEET OF 41<sup>ST</sup> ST NORTH ADJACENT ON THE WEST.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL “C”

BOULEVARD PARK NO. 2, PLAT BOOK 15, PAGE 83, BLOCK 11, LOTS 1 THRU 24 AND THE

VACATED ALLEY BETWEEN AND THE VACATED WEST 30 FEET OF 40<sup>TH</sup> STREET NORTH ADJACENT ON THE EAST AND THE VACATED EAST 30 FEET OF 41<sup>ST</sup> NORTH ADJACENT ON THE WEST AND THE NORTH ½ OF VACATED 65<sup>TH</sup> AVENUE NORTH ADJACENT TO THE SOUTH.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL “D”

TROPICAL HEIGHTS BLOCK C, LOTS 1 THRU 8 AND THE NORTH ½ OF A VACATED 16’ ALLEY ON THE SOUTH AND LOTS 14 THRU 22 AND THE SOUTH ½ OF A VACATED 16’ ALLEY ON THE NORTH AND THE NORTH ½ OF VACATED 65<sup>TH</sup> AVENUE NORTH ADJACENT ON THE SOUTH AND VACATED 38<sup>TH</sup> ST NORTH ADJACENT ON THE WEST

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL “E”

TROPICAL HEIGHTS, PLAT BOOK 17, PAGE 25, BLOCK C, LOTS 9, 10 & 11 AND THE NORTH ½ OF A VACATED 16’ ALLEY ON THE SOUTH AND LOTS 12 AND 13 AND THE SOUTH ½ OF A VACATED 16’ ALLEY ON THE NORTH AND THE NORTH ½ OF VACATED 65<sup>TH</sup> AVE NORTH ADJACENT ON THE SOUTH AND BLOCK D, LOTS 1 THRU 11 AND THE NORTH ½ OF A VACATED 16’ ALLEY ON THE SOUTH AND THE SOUTH ½ OF VACATED 65<sup>TH</sup> AVE NORTH ADJACENT ON THE NORTH AND VACATED 50FT 38<sup>TH</sup> ST NORTH ADJACENT ON THE WEST AND THE WEST ½ OF VACATED 37<sup>TH</sup> ST N ADJACENT ON THE EAST.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL “F”

TROPICAL HEIGHTS, PLAT BOOK 17, PAGE 25, BLOCK D, LOTS 12 THRU 22 AND THE SOUTH ½ OF A VACATED 16’ ALLEY ON THE NORTH AND THE VACATED 30 FEET OF 64<sup>TH</sup> AVENUE ADJACENT ON THE SOUTH AND THE VACATED 50 FEET OF 38<sup>TH</sup> STREET NORTH ADJACENT ON THE WEST AND THE WEST ½ OF VACATED 37<sup>TH</sup> STREET NORTH ADJACENT ON THE EAST.

BOULEVARD PARK NO. 2, PLAT BOOK 15 PAGE 83, BLOCK 10, LOTS 13 THRU 22  
(not included in the survey but included in the project and other maps)

A list of items that the City is looking for at this site is below. However, this list is open to change depending on the needs of the end user and city council final negotiations.

**A. Outdoor Athletic Facilities**

1. Regulation turf baseball and multi-purpose fields
  - a. Dugouts
  - b. Warm-up areas
  - c. Viewing areas
  - d. Fencing and backstop
  - e. Field lighting
  - f. Scoreboards
  - g. Plate bases and anchors
  - h. Foul poles
  - i. Portable foul poles
  - j. L-screens
  - k. 1B screens
  - l. Ball caddies

- m. Portable game mounds
- n. Portable bullpen mounds
- o. Bleachers
- p. Shade structures – Tension fabric
- q. Portable fencing
- r. Trackman system
- s. Streaming system
- t. Field and sport equipment
- u. Training area equipment
- v. Benches
- w. Soccer and Lacrosse Goals
- x. Field equipment such as flags, balls, cones, and training equipment
- 2. Support Buildings
  - a. Primary Support Building
    - 1. Kitchen
    - 2. Café with seating/lobby
    - 3. Restrooms
    - 4. Large flex/meeting room
    - 5. Office/control
    - 6. Lockers
    - 7. Equipment
    - 8. Signage
    - 9. Furnishings
    - 10. Hardware
    - 11. Software
  - b. Secondary Support Buildings
    - 1. Equipment
    - 2. Signage
    - 3. Furnishings
    - 4. Hardware
    - 5. Software
  - c. Press Boxes (Baseball clover)
    - 1. Equipment
    - 2. Signage
    - 3. Furnishings
    - 4. Hardware
    - 5. Software
- 3. Maintenance Buildings
  - a. Utility/support vehicles

**B. Outdoor Amenities**

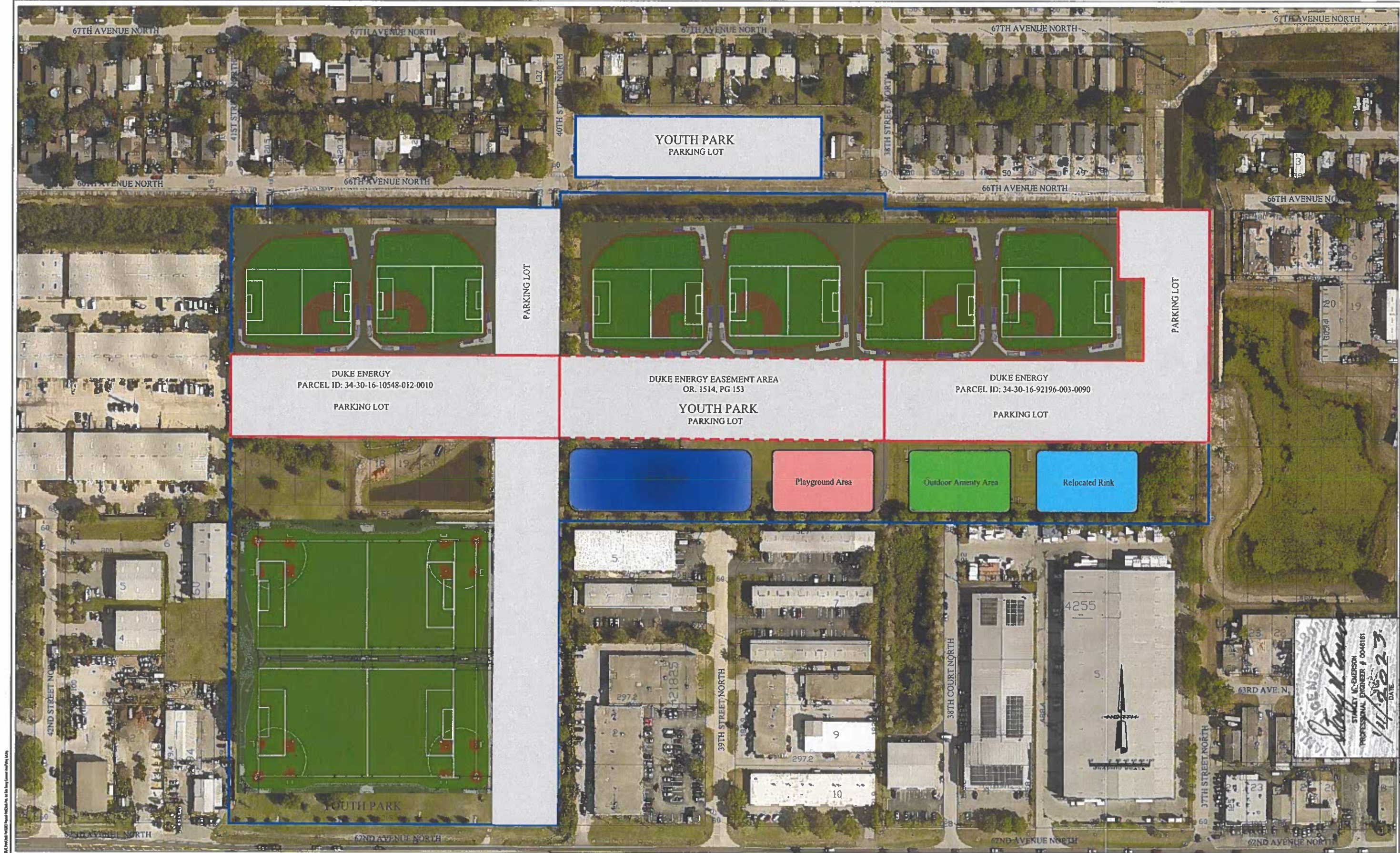
1. Outdoor Amenity Area
2. Children's Playground
3. Relocation of the roller hockey rink
4. Trails and Exercise Equipment

**C. Site Development**

1. Demolition, clearing, prepping, and grading of the existing site
2. Parking lot per Pinellas Park Land Development Code requirements
3. Buildings/structures that meet the City Land Development Code and Florida Building Code requirements
4. SWFWMD and Pinellas County stormwater requirements which will include a pond
5. Potable water, reclaimed water, and sanitary sewer utility relocates and construction
6. Fencing

# Conceptual Design Plan/Schematic





NO.			REVISION			DATE			CITY OF PINELLAS PARK			PUBLIC WORKS DEPARTMENT CITY OF PINELLAS PARK, FLORIDA CONSTRUCTION SERVICES DIVISION			PINELLAS PARK YOUTH PARK AND DUKE ENERGY EASEMENT AREA 4100 66TH AVENUE NORTH			SCALE: 1"=80'			DESIGNED BY: CVO			DATE: 1-6-23			DRAWN BY: CVO			DATE: 1-6-23			CHECKED BY: KA			DATE: 1-6-23			SHEET 1 OF 1		
-----	--	--	----------	--	--	------	--	--	-----------------------	--	--	---	--	--	---	--	--	---------------	--	--	------------------	--	--	--------------	--	--	---------------	--	--	--------------	--	--	----------------	--	--	--------------	--	--	--------------	--	--

STACY L. EMERSON  
STACY L. EMERSON  
PROFESSIONAL ENGINEER # 0046161  
1/11/2023  
DATE



# Youth Park Aerial Map



City of Pinellas Park Youth Park Site



Legend

- Master Address Points
- Centerlines
- Building Footprints
- Unincorporated

Main Park: 37.35 ac  
North Park: 1.63 ac  
Total: 38.98 ac

188.1 0 94.04 188.1 Feet

1: 2,257

Notes:

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere





# Duke Energy Encumbrance Map



# Youth Park Survey



[illegible]

The map shows a grid of streets in San Diego. The horizontal streets are labeled from top to bottom: 43rd St, 76th Ave N, 34th St N, 18th Ave N, 73rd Ave N, 72nd Ave N, 71st Ave N, 70th Ave N, 69th Ave N, 68th Ave N, 67th Ave N, 66th Ave N, 65th Ave N, 64th Ave N, 63rd Ave N, 62nd Ave N, 61st Ave N, 60th Ave N, 59th Ave N, 58th Ave N, 57th Ave N, 56th Ave N, 55th Ave N, 54th Ave N, 53rd Ave N, 52nd Ave N, 51st Ave N, 50th Ave N, 49th Ave N, 48th Ave N, 47th Ave N, 46th Ave N, 45th Ave N, 44th Ave N, 43rd Ave N, 42nd Ave N, 41st Ave N, 40th Ave N, 39th Ave N, 38th Ave N, 37th Ave N, 36th Ave N, 35th Ave N, 34th Ave N, 33rd Ave N, 32nd Ave N, 31st Ave N, 30th Ave N, 29th Ave N, 28th Ave N, 27th Ave N, 26th Ave N, 25th Ave N, 24th Ave N, 23rd Ave N, 22nd Ave N, 21st Ave N, 20th Ave N, 19th Ave N, 18th Ave N, 17th Ave N, 16th Ave N, 15th Ave N, 14th Ave N, 13th Ave N, 12th Ave N, 11th Ave N, 10th Ave N, 9th Ave N, 8th Ave N, 7th Ave N, 6th Ave N, 5th Ave N, 4th Ave N, 3rd Ave N, 2nd Ave N, 1st Ave N. The vertical streets are labeled from left to right: 18th St, 17th St, 16th St, 15th St, 14th St, 13th St, 12th St, 11th St, 10th St, 9th St, 8th St, 7th St, 6th St, 5th St, 4th St, 3rd St, 2nd St, 1st St, Oak St, Cedar St, Elm St, Maple St, Birch St, Walnut St, Chestnut St, Pine St, Spruce St, Fir St, Hemlock St, Cypress St, Redwood St, Sequoia St, Sycamore St, Juniper St, Cedar St, Elm St, Maple St, Birch St, Walnut St, Chestnut St, Pine St, Spruce St, Fir St, Hemlock St, Cypress St, Redwood St, Sequoia St, Sycamore St, Juniper St. The subject parcel is located at the intersection of 18th Ave and Oak St, near the intersection of 18th Ave and 17th Ave. The map also shows the location of the San Diego State University (SDSU) campus, the University of California San Diego (UCSD) campus, and the San Diego International Airport (SAN). A compass rose is located in the bottom right corner of the map.

The seal and signature appearing on this document were authorized by Robert F. DuBois, PSM., (LS No. 5293) using a digital signature. Printed copies of this document are not considered signed and sealed. The signatures must be verified on any electronic copies. Printed copies of this document are not valid without the original signature and seal of a Florida licensed survivor and mapper.

ROBERT F. DuBOIS, PSM  
Florida License No. LS5293  
PENNONI ASSOCIATES INC.  
Florida License No. LB8126

Date of Survey: April 7, 2022

CITY OF PINELLAS PARK  
5141 78TH AVENUE NORTH  
PINELLAS PARK, FL 33781

- 1) Bearings based on the State of Florida, State Plane Coordinate System, North American Datum of 1983 (NAD 83), adjustment 1990, West Zone, the east line of the Northwest 1/4 of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, being South 00°03'03" West.
- 2) Elevations based on National Geodetic Survey benchmarks "LEALMAN F", being 48.88 feet, and "LEALMAN RM 3", being 47.21 feet, North American Vertical Datum of 1988 (NAVD 88).
- 3) Subject parcel containing 37.64 acres, more or less
- 4) Underground improvements, if any, have not been located.
- 5) This survey was performed without the benefit of an abstract or title opinion. Therefore, it is subject to easements, restrictions, right-of-ways, and encumbrances of record and of use, and other matters of title that may be found by a complete abstract or title opinion.
- 6) Internal roads and alleys within the boundary of this survey are not physically open, no documentation was provided for vacating the roads and alleys.
- 7) Parcels "A" through "F" are described by the Pinellas County Property Appraiser's legal description. No documents were provided describing these parcels.
- 8) Individual platted lots are not fully dimensioned for clarity.

(OR 4436, PG 707)  
The Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 30 South,  
Range 16 East, Pinellas County, Florida.

(OR 15650, PG 654)  
The Southeast quarter (SE1/4) of the Southeast quarter (SE1/4) of the Northwest quarter (NW1/4) of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, LESS Road Right of Way.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL "A"  
BOULEVARD PARK NO. 2, PLAT BOOK 15, PAGE 83, BLOCK 12, LOTS 13 THRU 24 AND THE SOUTH 1/2  
OF A VACATED 20' ALLEY ADJACENT TO THE NORTH AND THE VACATED WEST 30 FEET OF 40TH  
STREET NORTH ADJACENT ON THE EAST AND THE VACATED NORTH 30 FEET OF 64TH AVENUE NORTH  
ADJACENT ON THE SOUTH AND THE VACATED EAST 30 FEET OF 41ST STREET NORTH ADJACENT ON  
THE WEST.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL "B"  
BOULEVARD PARK NO. 2, PLAT BOOK 15, PAGE 83, BLOCK 12, LOTS 1 THRU 12 AND THE SOUTH  
1/2 OF VACATED 65TH AVE N ADJACENT ON THE NORTH AND THE NORTH 1/2 OF A VACATED 20'  
ALLEY ADJACENT ON THE SOUTH AND THE VACATED WEST 30 FEET OF 40TH ST NORTH ADJACENT  
ON THE EAST AND THE VACATED EAST 30 FEET OF 41ST ST NORTH ADJACENT ON THE WEST.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL "C"  
BOULEVARD PARK NO. 2, PLAT BOOK 15, PAGE 83, BLOCK 11, LOTS 1 THRU 24 AND THE VACATED  
ALLEY BETWEEN AND THE VACATED WEST 30 FEET OF 40TH STREET NORTH ADJACENT ON THE EAST  
AND THE VACATED EAST 30 FEET OF 41ST NORTH ADJACENT ON THE WEST AND THE NORTH 1/2 OF  
VACATED 65TH AVENUE NORTH ADJACENT TO THE SOUTH.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL "D"  
TROPICAL HEIGHTS BLOCK C, LOTS 1 THRU 8 AND THE NORTH 1/2 OF A VACATED 16' ALLEY ON THE SOUTH AND LOTS 14 THRU 22 AND THE SOUTH 1/2 OF A VACATED 16' ALLEY ON THE NORTH AND THE NORTH 1/2 OF VACATED 65TH AVENUE NORTH ADJACENT ON THE SOUTH AND VACATED 38TH ST NORTH ADJACENT ON THE WEST

(PINELLAS COUNTY PROPERTY APPRAISER) - PARCEL "E"  
TRINIDAD HEIGHTS, PLAT BOOK 17, PAGE 25, BLOCK C, LOTS 9, 10 & 11 AND THE NORTH 1/2 OF A  
VACATED 16' ALLEY ON THE SOUTH AND LOTS 12 AND 13 AND THE SOUTH 1/2 OF A VACATED 16'  
ALLEY ON THE NORTH AND THE NORTH 1/2 OF VACATED 65TH AVE NORTH ADJACENT ON THE SOUTH  
AND BLOCK D, LOTS 1 THRU 11 AND THE NORTH 1/2 OF A VACATED 16' ALLEY ON THE SOUTH AND  
THE SOUTH 1/2 OF VACATED 65TH AVE NORTH ADJACENT ON THE NORTH AND VACATED 50FT 38TH  
ST NORTH ADJACENT ON THE WEST AND THE WEST 1/2 OF VACATED 37TH ST N ADJACENT ON THE  
EAST.

(PINELLAS COUNTY PROPERTY APPRAISER) – PARCEL "F"  
TROPICAL HEIGHTS, PLAT BOOK 17, PAGE 25, BLOCK D, LOTS 12 THRU 22 AND THE SOUTH 1/2 OF A  
VACATED 16' ALLEY ON THE NORTH AND THE VACATED 30 FEET OF 64TH AVENUE ADJACENT ON THE  
SOUTH AND THE VACATED 50 FEET OF 38TH STREET NORTH ADJACENT ON THE WEST AND THE WEST  
1/2 OF VACATED 37TH STREET NORTH ADJACENT ON THE EAST.

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED SHALL BE AT OWNER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT PPARK22001

DATE	2022-06-15
------	------------

DRAWING SCALE 1" = 100'

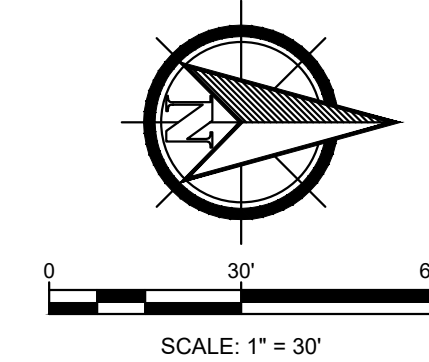
Downloaded from <http://ajphaphysocpharm.sagepub.com/> at 11:01 11 November 2014

# V-0501

SHEET 1 OF 6



**BOUNDARY & TOPOGRAPHIC SURVEY**  
SECTION 34, TOWNSHIP 30 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA



**Pennoni**

**PENNONI ASSOCIATES INC.**  
401 Third Street SW  
Winter Haven, FL 33880  
T 863.324.1112 F 863.294.6185  
COA #00007819

**PINELLAS PARK YOUTH PARK**  
62ND AVENUE, PINELLAS PARK  
PINELLAS COUNTY, FLORIDA

**BOUNDARY & TOPOGRAPHIC SURVEY**

CITY OF PINELLAS PARK  
5141 78TH AVENUE NORTH  
PINELLAS PARK, FL 33781

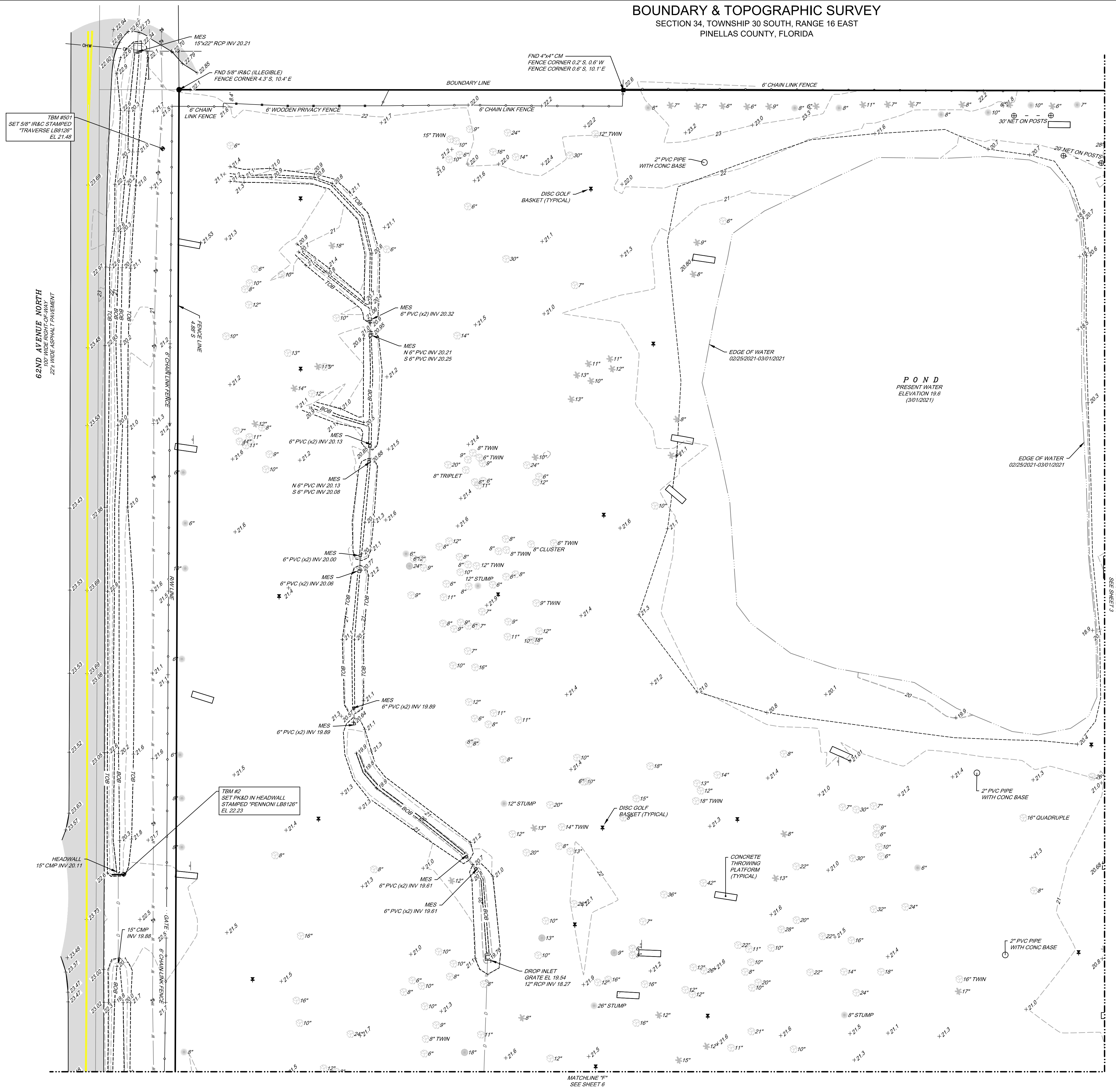
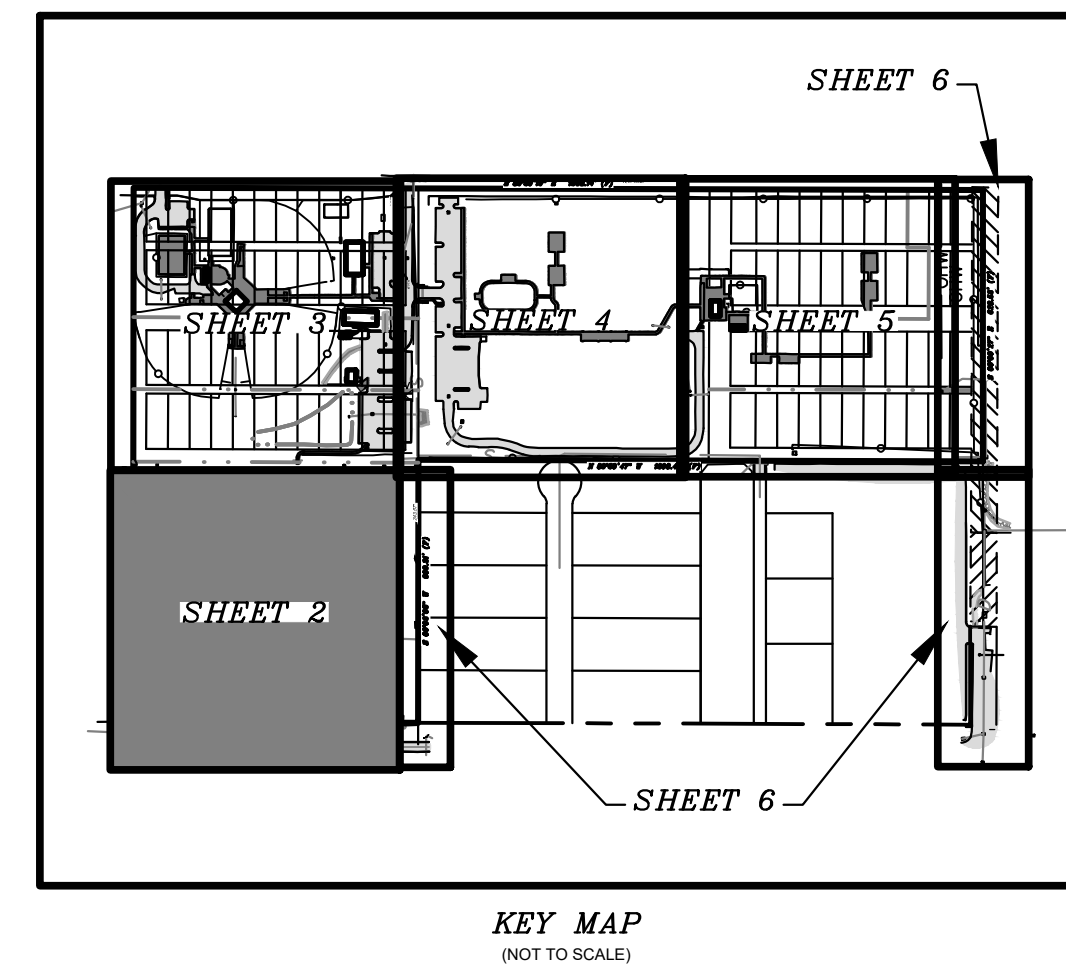
[illegible]

ALL DOCUMENTS PREPARED BY PENNINO ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNINO ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS RISK. PENNINO ASSOCIATES SHALL BE RELEASED FROM EXPOSURE TO PENNINO ASSOCIATES' AND OWNER'S SHALL INDEMNIFY AND HOLD HARMLESS PENNINO ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	PPARK22001
DATE	2022-06-15
DRAWING SCALE	1" = 30'
DRAWN BY	EN
APPROVED BY	RFD

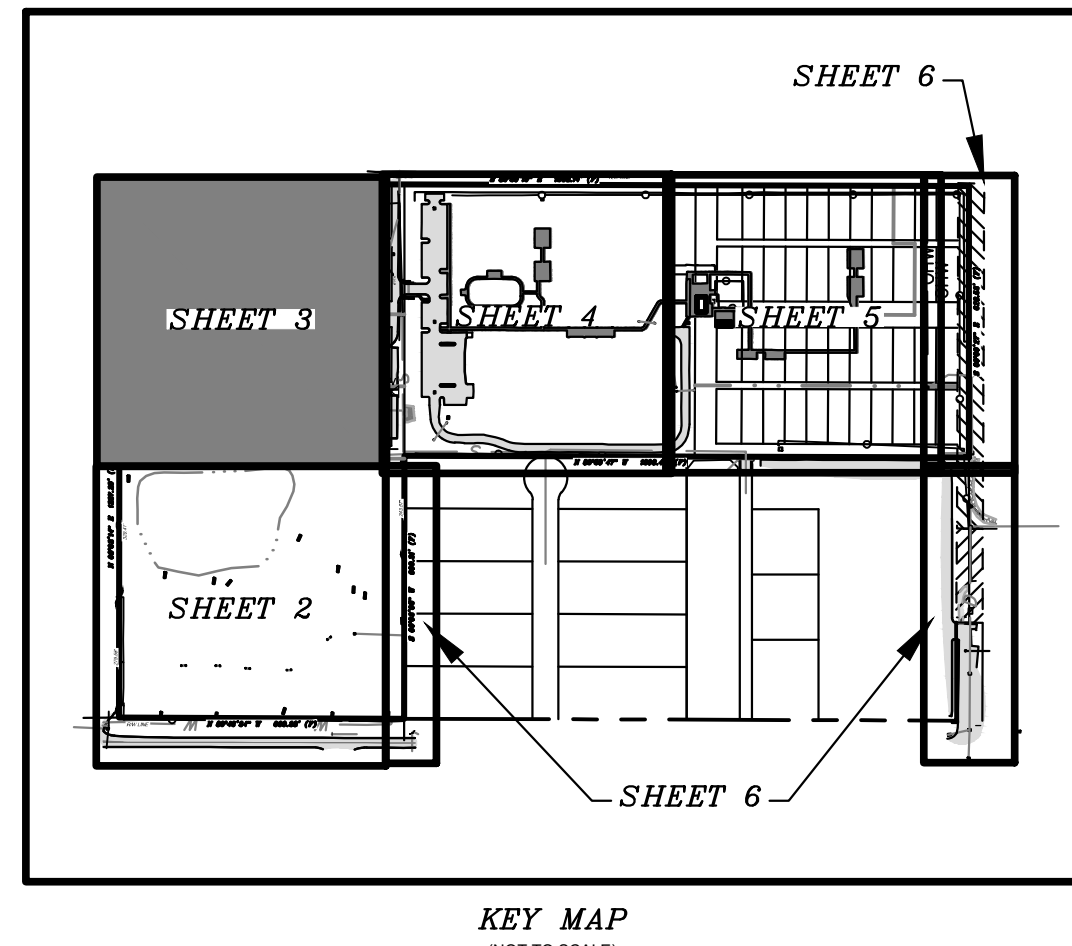
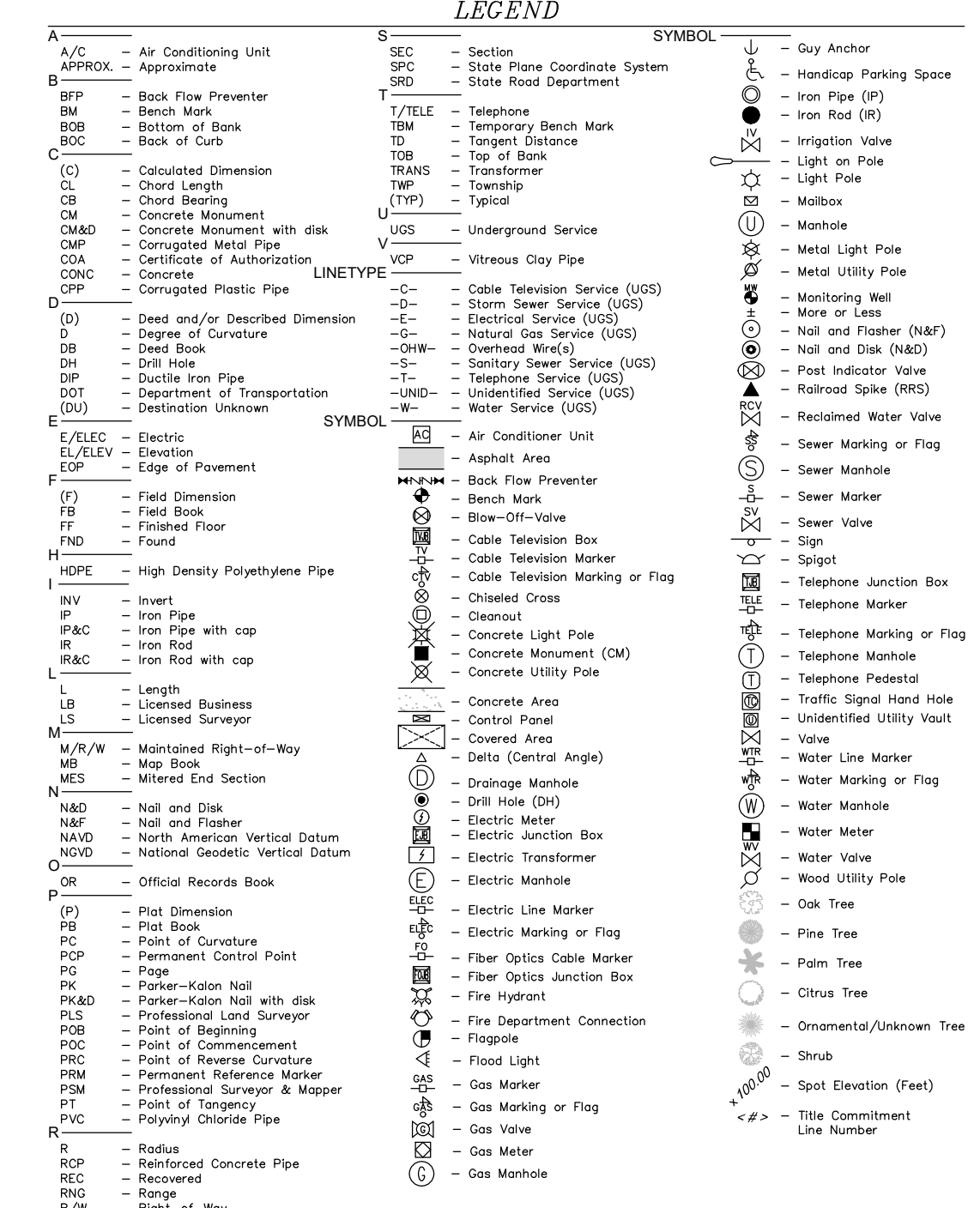
**V-0502**

SHEET 2 OF 6

[illegible]

**KEY MAP**  
(NOT TO SCALE)



[illegible]

# BOUNDARY & TOPOGRAPHIC SURVEY

**PENNONI ASSOCIATES INC.**  
401 Third Street SW  
Winter Haven, FL 33880  
T 863.324.1112 F 863.294.6185  
COA #00007810

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS TO THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THEIR SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS' SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	PPARK22001
DATE	2022-06-15
DRAWING SCALE	1" = 30'
DRAWN BY	EN
APPROVED BY	RFD

SHEET 3 OF 6

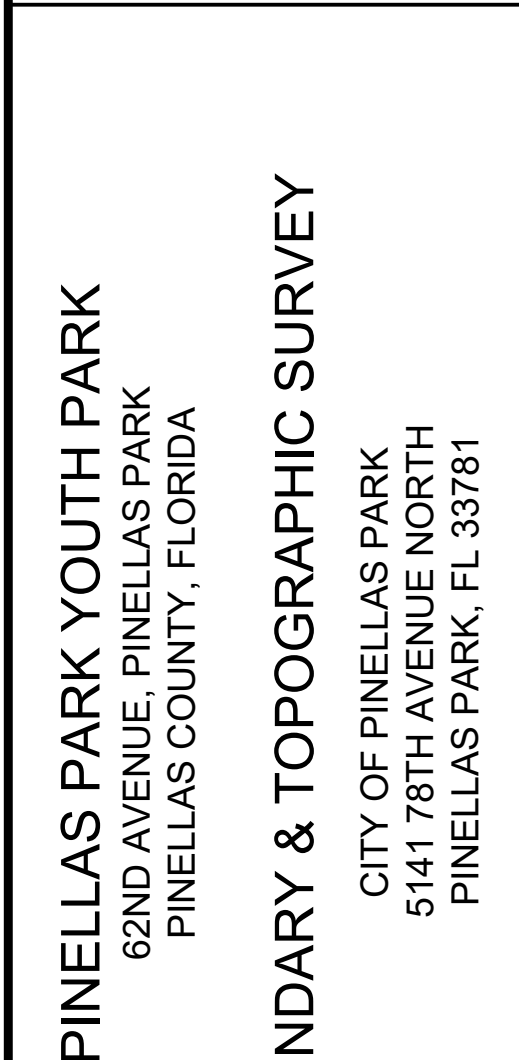
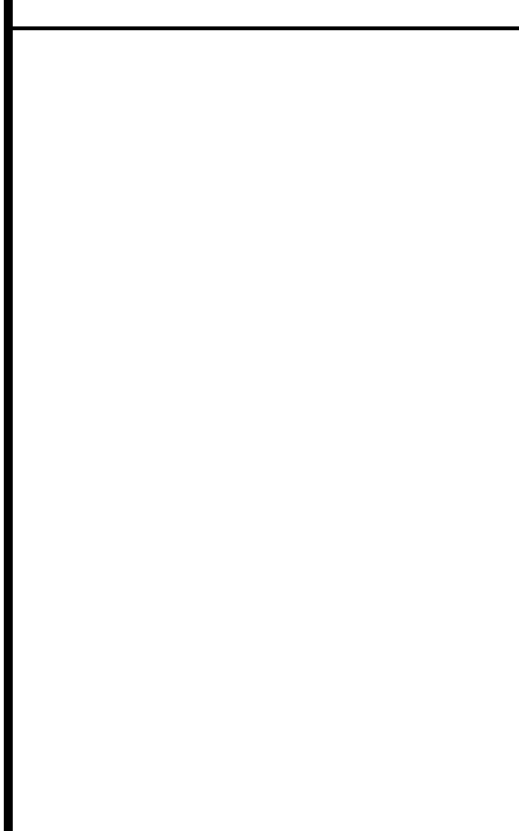




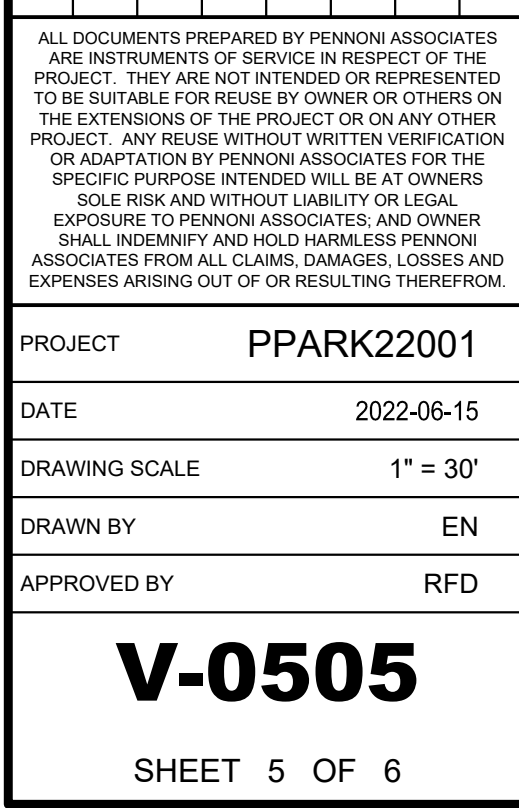


**Pennoni**

**PENNONI ASSOCIATES INC.**  
401 Third Street SW  
Winter Haven, FL 33880  
T 863.324.1112 F 863.294.6185  
COA #00007819

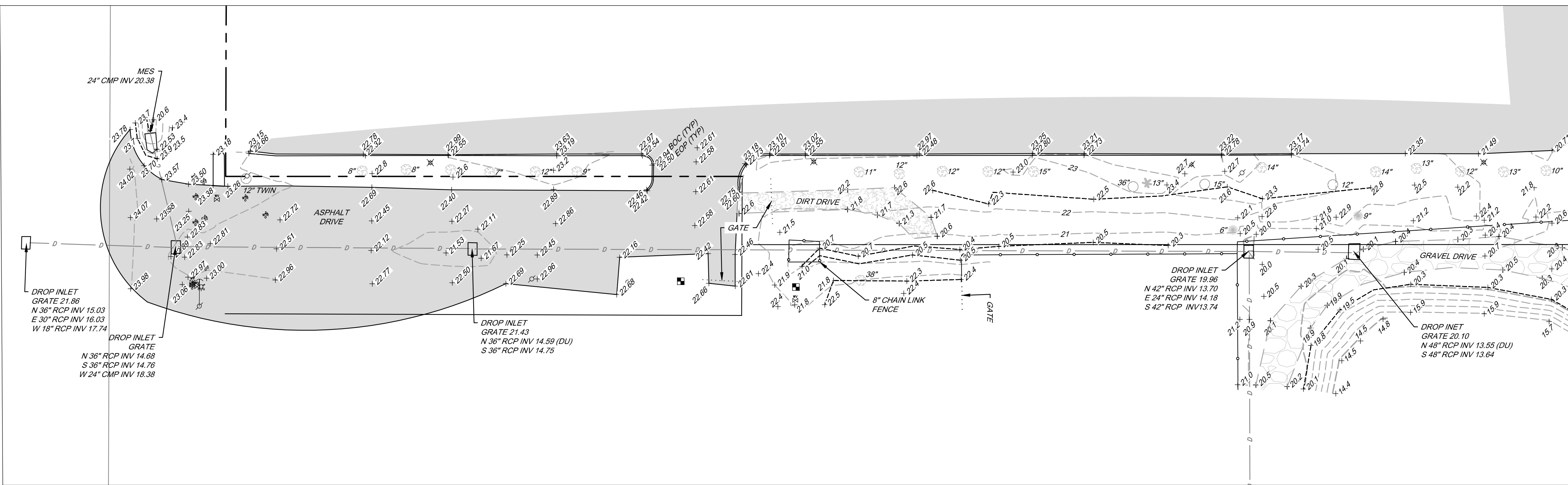
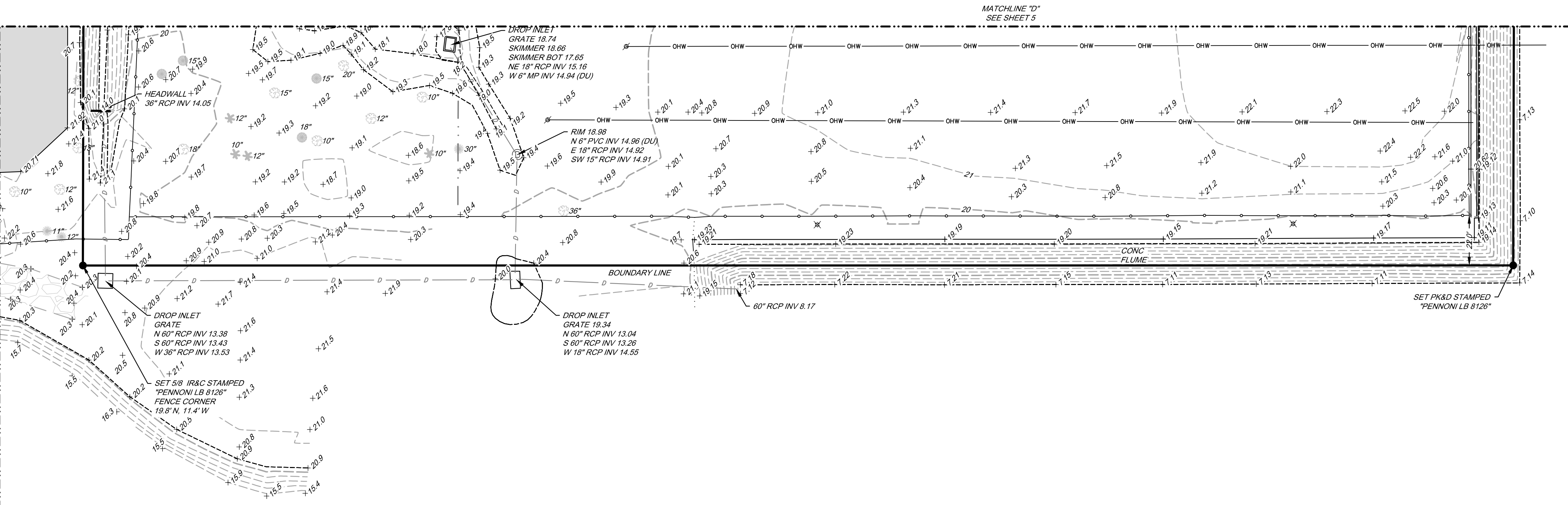
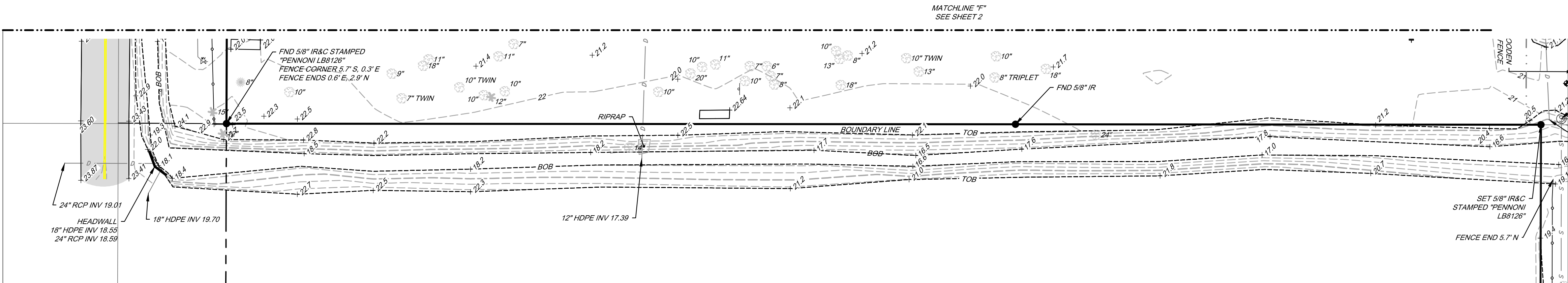
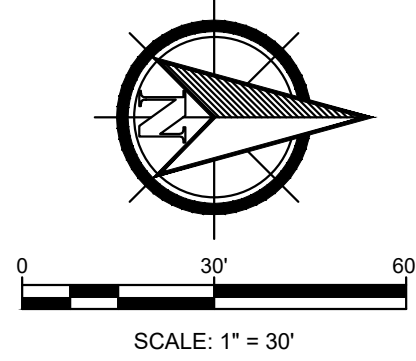


NO.	NO.	REVISIONS	DATE	BY
1	UPDATED BOUNDARY INFORMATION			MSS
			06/01/2022	

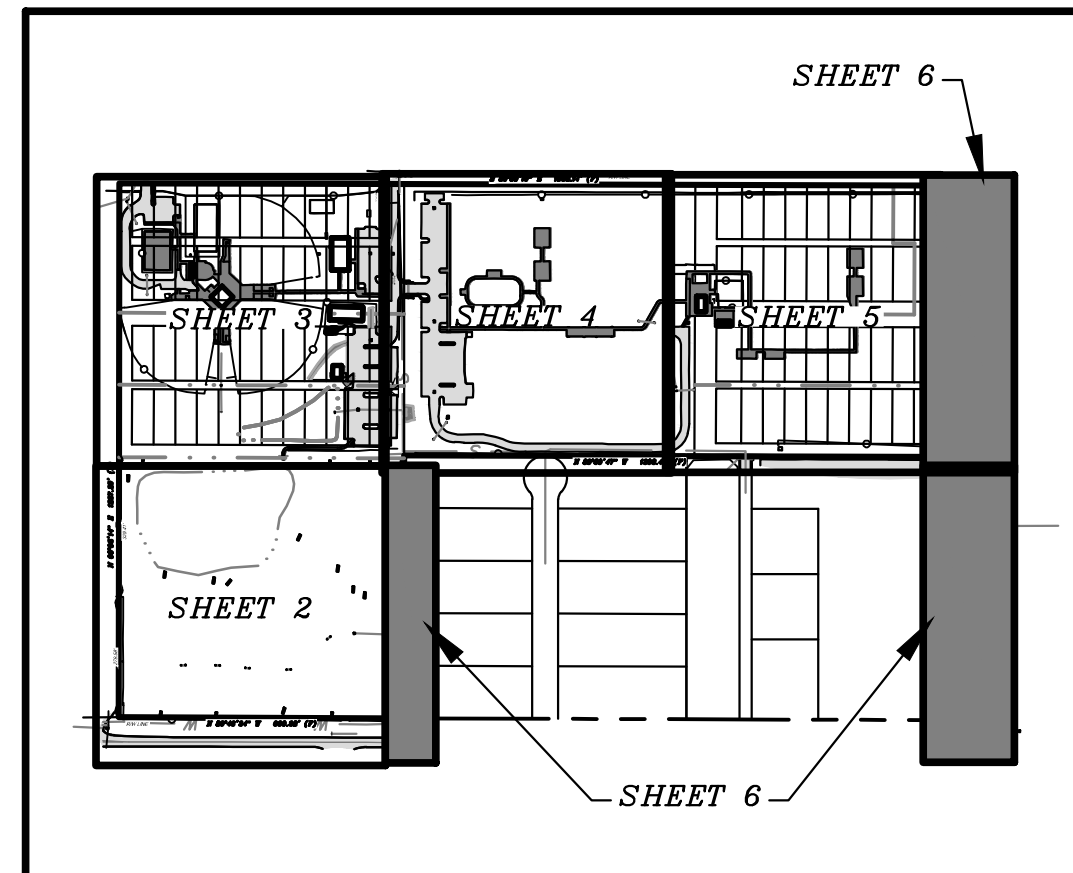




BOUNDARY & TOPOGRAPHIC SURVEY  
SECTION 34, TOWNSHIP 30 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA



LEGEND		
A/C APPROX	SYMBOL	SYMBOL
A/C APPROX - Air Conditioning Unit	SYMBOL - Guy Anchor	SYMBOL - Guy Anchor
B - Back Flow Preventer	SYMBOL - Handicap Parking Space	SYMBOL - Handicap Parking Space
B - Bench Mark	SYMBOL - Iron Pipe (IP)	SYMBOL - Iron Pipe (IP)
BOB - Bottom of Bank	SYMBOL - Irrigation Valve	SYMBOL - Irrigation Valve
BOC - Back of Curve	SYMBOL - Light on Pole	SYMBOL - Light on Pole
C - Calculated Dimension	SYMBOL - Light Pole	SYMBOL - Light Pole
CL - Chord Length	SYMBOL - Manhole	SYMBOL - Manhole
CM - Concrete Monument	SYMBOL - Metal Light Pole	SYMBOL - Metal Light Pole
CM - Concrete Monument with disk	SYMBOL - Metal Utility Pole	SYMBOL - Metal Utility Pole
CMP - Corrugated Metal Pipe	SYMBOL - Monitoring Well	SYMBOL - Monitoring Well
COA - Certificate of Authorization	SYMBOL - More or Less	SYMBOL - More or Less
CONC - Concrete	SYMBOL - Nail and Washer (N&W)	SYMBOL - Nail and Washer (N&W)
CP - Corrugated Plastic Pipe	SYMBOL - Nail and Disk (N&D)	SYMBOL - Nail and Disk (N&D)
D - Dead and/or Described Dimension	SYMBOL - Post Indicator Valve	SYMBOL - Post Indicator Valve
D - Degree of Curvature	SYMBOL - Railroad Spike (RRS)	SYMBOL - Railroad Spike (RRS)
DB - Dead Bank	SYMBOL - Reclaimed Water Valve	SYMBOL - Reclaimed Water Valve
DH - Drill Hole	SYMBOL - Sewer Marking or Flag	SYMBOL - Sewer Marking or Flag
DI - Ductile Iron Pipe	SYMBOL - Sewer Manhole	SYMBOL - Sewer Manhole
DOT - Department of Transportation	SYMBOL - Sewer Marker	SYMBOL - Sewer Marker
DU - Destination Unknown	SYMBOL - Sign	SYMBOL - Sign
E/ELEC - Electric	SYMBOL - Spigot	SYMBOL - Spigot
ELEV - Elevation	SYMBOL - Telephone Junction Box	SYMBOL - Telephone Junction Box
EDP - Edge of Pavement	SYMBOL - Telephone Marker	SYMBOL - Telephone Marker
F - Back Flow Preventer	SYMBOL - Telephone Marking or Flag	SYMBOL - Telephone Marking or Flag
IF - Field Dimension	SYMBOL - Telephone Pedestal	SYMBOL - Telephone Pedestal
IP - Iron Pipe	SYMBOL - Traffic Signal Hand Hole	SYMBOL - Traffic Signal Hand Hole
IP - Iron Pipe with cap	SYMBOL - Underside of Pavement	SYMBOL - Underside of Pavement
IR - Iron Rod	SYMBOL - Valve	SYMBOL - Valve
RAC - Iron Rod with cap	SYMBOL - Water Line Marking or Flag	SYMBOL - Water Line Marking or Flag
L - Length	SYMBOL - Water Manhole	SYMBOL - Water Manhole
LB - Licensed Business	SYMBOL - Water Meter	SYMBOL - Water Meter
LS - Licensed Surveyor	SYMBOL - Water Valve	SYMBOL - Water Valve
M - Maintained Right-of-Way	SYMBOL - Wood Utility Pole	SYMBOL - Wood Utility Pole
ME - Map Book	SYMBOL - Oak Tree	SYMBOL - Oak Tree
MES - Mixed End Section	SYMBOL - Pine Tree	SYMBOL - Pine Tree
N - Nail and Disk	SYMBOL - Palm Tree	SYMBOL - Palm Tree
N&F - Nail and Flasher	SYMBOL - Citrus Tree	SYMBOL - Citrus Tree
NAV - North American Vertical Datum	SYMBOL - Ornamental/Unknown Tree	SYMBOL - Ornamental/Unknown Tree
NAV - National Geodetic Vertical Datum	SYMBOL - Shrub	SYMBOL - Shrub
O - Official Records Book	SYMBOL - Spot Elevation (Feet)	SYMBOL - Spot Elevation (Feet)
P - Plot Dimension	SYMBOL - Title Commitment Line Number	SYMBOL - Title Commitment Line Number
PC - Point of Curvature	SYMBOL - Gas Meter	SYMBOL - Gas Meter
PCP - Permanent Control Point	SYMBOL - Gas Marking or Flag	SYMBOL - Gas Marking or Flag
PC - Point of Beginning	SYMBOL - Gas Manhole	SYMBOL - Gas Manhole
PK - Parker-Kalor Nail		
PK - Parker-Kalor Nail with disk		
PLS - Professional Land Surveyor		
POS - Point of Reverse Curvature		
PP - Professional Surveyor & Mapper		
PPM - Professional Surveyor & Mapper		
PP - Point of Tangency		
PVC - Parabolic Vertical Curve		
R - Radius		
REC - Recovered		
RNG - Range		
R/W - Right-of-Way		
RRS - Railroad Spike		



KEY MAP  
(NOT TO SCALE)

PINELLAS PARK YOUTH PARK  
62ND AVENUE, PINELLAS PARK  
PINELLAS COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY  
CITY OF PINELLAS PARK  
5141 78TH AVENUE NORTH  
PINELLAS PARK, FL 33781

NO.	DATE	BY	REVISIONS
1	06/01/2022	MSS	UPDATED BOUNDARY INFORMATION

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES AND OWNER. SMALL INDEMNITY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	PPARK22001
DATE	2022-06-15
DRAWING SCALE	1" = 30'
DRAWN BY	EN
APPROVED BY	RFD

V-0506

# **Duke Energy License Agreements**



L I C E N S E   A G R E E M E N T

EXHIBIT A

THIS LIMITED LICENSE PRIVILEGE AGREEMENT, Made and entered into this 15th day of May, 1976, by and between FLORIDA POWER CORPORATION, a Florida corporation, Party of the First Part, LICENSOR herein, and CITY OF PINELLAS PARK, FLORIDA, a municipal corporation of the State of Florida, Party of the Second Part, LICENSEE herein;

W I T N E S S E T H

WHEREAS, LICENSOR is the owner of the fee-simple title to Lots 1 through 12, inclusive, Block 12, BOULEVARD PARK NO. 2, according to the plat thereof as recorded in Plat Book 15, Page 83, Public Records of Pinellas County, Florida, such tier of lots being sometimes hereinafter referred to as the License Area and comprising a segment of the right-of-way for LICENSOR'S existing Higgins-Diaston 115KV steel tower electric transmission line in the span between Tower No. HD-88 and Tower No. HD-89 in the SE¼ of NW¼ of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida; and

WHEREAS, LICENSEE is desirous of acquiring from LICENSOR the privilege and license to occupy and utilize portions of said License Area as outfield for Little League Baseball fields, and to occupy and utilize a portion of said License Area as a vehicular parking lot, all in connection with LICENSEE'S development of a public, recreational "mini park" on lands of LICENSEE adjacent to said License Area; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the desired privilege and license for such occupancy and utilization, subject to certain terms and conditions;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That LICENSOR hereby gives and grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, the privilege and license to grade, level, improve, occupy and utilize the License Area for Little League Baseball outfield purposes and for vehicular parking purposes, in connection with LICENSEE'S development and operation of a public park, in the manner and at the locations shown on reduced print of drawing entitled LANDSCAPING DRAWING OF MINI PARK prepared by LICENSEE'S Parks Department under date of August 22, 1973, attached hereto as EXHIBIT "A" and by this reference incorporated herein and made a part hereof.

2. That, in consideration of the foregoing privilege and license, the LICENSEE agrees to pay therefor to the LICENSOR a yearly rental fee for each and every year of the duration of this limited license privilege agreement, payable in advance with the amount of such rental fee for the initial year commencing May 15 1976 and ending April 30, 1976 to be FOUR HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$484.00). The LICENSEE'S rent checks shall be made payable to FLORIDA POWER CORPORATION, c/o Real Estate Department, P. O. Box 14042, St. Petersburg, Florida 33733.

3. That LICENSEE shall first obtain all zoning and approvals for utilization of the License Area for park purposes as required by any public agencies other than LICENSEE which may have jurisdiction in such matters and, further, LICENSEE shall obtain and deliver to LICENSOR individual letters of "no objection" to such utilization from each owner of any and all land lying within 150 feet of the License Area.

4. That LICENSEE shall notify LICENSOR'S Superintendent of Transmission Construction and Maintenance (Telephone 813/866-5240, St. Petersburg) at least 48 hours prior to commencing initial construction activities within the License Area.

5. That any metal fencing installed within the License Area by LICENSEE, its employees, agents, contractors, or any representative, shall not exceed a height of four feet (4') above grade and shall be grounded as shown and specified on print of Drawing No. SK-537-A entitled TYPICAL FENCE GROUNDING prepared by LICENSOR'S Substation Engineering Department under date of February 28, 1974, attached hereto as EXHIBIT "B" and by this reference incorporated herein and made a part hereof.

6. That the finished grade elevation of the License Area after LICENSEE'S improvements and landscaping are completed shall not deviate more than one foot (1') from existing ground elevation.

7. That the flying of model airplanes, kites or any aerial device operated from the ground shall be expressly prohibited and that signs to that effect, of appropriate size so as to be easily read, shall be prominently posted and maintained.

8. That no underground utilities or irrigation systems and no above-ground utilities, poles, wires, or lighting fixtures shall be installed within the License Area by LICENSEE, its employees, agents, contractors, or any representative, without LICENSEE first submitting detailed plans and drawings of such proposed installations to LICENSOR'S Pinellas Park District Manager, who will arrange for examination of the plans and drawings by LICENSOR as appropriate and obtain LICENSOR'S written authority for LICENSEE to proceed with the proposed installations in each instance as approved by LICENSOR.

9. That LICENSEE expressly assumes the duty and responsibility of mowing and otherwise maintaining the entire License Area and keeping it in a presentable condition at all times after completion of initial construction activities.

10. That LICENSEE, in and about its activities within and/or its occupancy and utilization of the License Area, and LICENSEE so covenants, shall not therein interfere with the safe and efficient operation and maintenance of LICENSOR'S electric transmission line and related facilities.

11. That LICENSOR expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the entire License Area, and LICENSOR shall not be liable for damage to LICENSEE'S improvements and landscaping howsoever resulting from LICENSOR'S occupancy and utilization of the License Area.

12. That in the event there should subsequently develop a conflict of LICENSOR'S existing or future facilities with LICENSEE'S improvements within the License Area, such conflict shall be resolved (a) by LICENSEE rearranging or otherwise adjusting its improvements, or (b) by LICENSOR relocating or rehabilitating its facilities, with the further understanding that the alternatives to resolve such conflict shall be at the option and at the sole expense of LICENSEE.

13. That LICENSEE hereby expressly agrees to adequately police the License Area, to answer any and all complaints, and to defend, hold harmless and indemnify LICENSOR from and against any and all actions or damages, including costs and attorney's fees, occasioned by or growing out of any actual or claimed useage or condition of the License Area, any of which resulting in any manner whatsoever, directly or indirectly, by reason of this limited license privilege agreement or the presence of LICENSEE'S improvements within the License Area or the use and occupancy of the License Area by the general public.

14. That nothing contained in this limited license privilege agreement or contemplated is intended to or shall increase LICENSOR'S risk of liability for personal injury or death or for any property damage beyond that which LICENSOR might have had except for this limited consent, and it is hereby expressly understood and agreed that LICENSOR does not assume any such additional risk and that liability arising out of the use and occupancy of the License Area by LICENSEE, its employees, agents, contractors, representatives, or the general public, shall be at the sole and exclusive risk of LICENSEE.

15. That this privilege and license is personal to LICENSEE and shall not be assigned or transferred in whole or in part.

16. That such privilege and license shall extend from the aforementioned effective date of ~~May 1, 1974~~ <sup>March 15, 1975</sup>, until terminated by six (6) months prior written notice from either party hereto to the other; it being expressly understood and agreed that either party may terminate this limited license privilege agreement by giving notice to the other with or without cause and regardless of performance or non-performance of any covenants or agreements contained herein, and without regard to any loss or damage incurred by either party as a result of such termination or cancellation.

17. That upon LICENSEE'S breach of any covenant or condition contained herein, this limited license privilege agreement after written notification by LICENSOR to LICENSEE of such breach, and upon failure of LICENSEE to remedy or remove such breach within a period of five (5) working days after receipt of such written notification, shall cease and terminate and shall become null and void and the privilege and license herein granted shall thereupon immediately revert to the LICENSOR in absolute.

18. That upon termination of this limited license privilege agreement, LICENSEE shall restore the License Area to a condition acceptable to LICENSOR'S Transmission Construction and Maintenance Department.

IN WITNESS WHEREOF, the LICENSOR has caused these presents to be signed in its name by its \_\_\_\_\_ Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and the LICENSEE has caused these presents to be signed in its name by its \_\_\_\_\_ City Manager and its official seal to be hereunto affixed and attested by its \_\_\_\_\_ City Clerk, all as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Shirley B. Leavack  
Ronald J. Leavack

FLORIDA POWER CORPORATION

By B. W. Triff  
Vice President

Attest:

Betty D. Chaston  
Assistant Secretary  
AS LICENSOR

Signed, sealed and delivered  
in the presence of:

Catherine C. DeYoung  
Patricia A. White

CITY OF PINELLAS PARK, FLORIDA

By Charles J. Hall  
City Manager

Attest:

(City Seal)

Margaret Roberts  
City Clerk  
AS LICENSEE

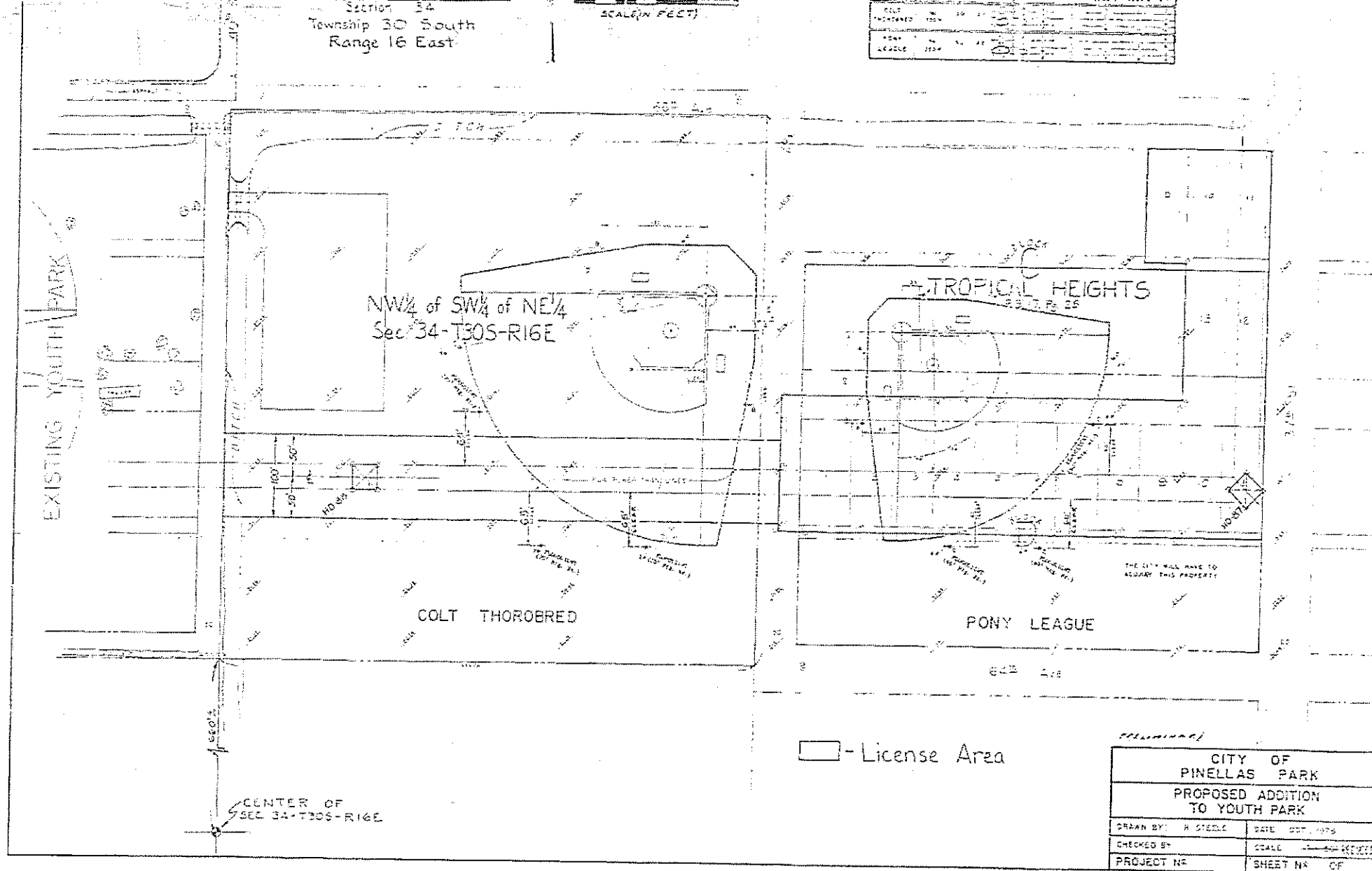
NOTE: A copy of CITY OF PINELLAS PARK, FLORIDA (LICENSEE) Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 1974, authorizing LICENSEE to accept and enter into the above limited license privilege agreement, is attached hereto as EXHIBIT "C" and by this reference incorporated herein and made a part hereof.

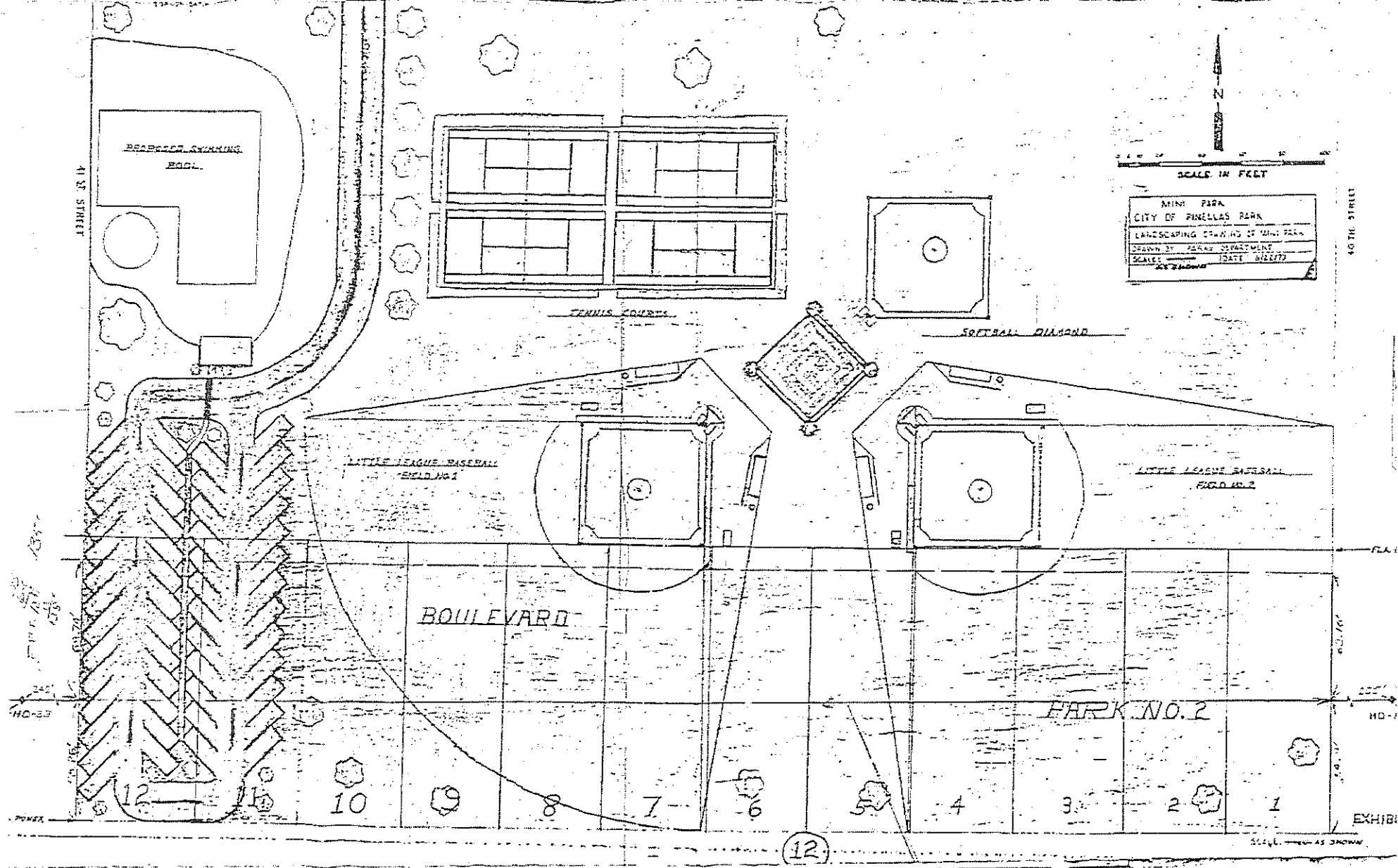


Section 34  
Township 30 South  
Range 16 East

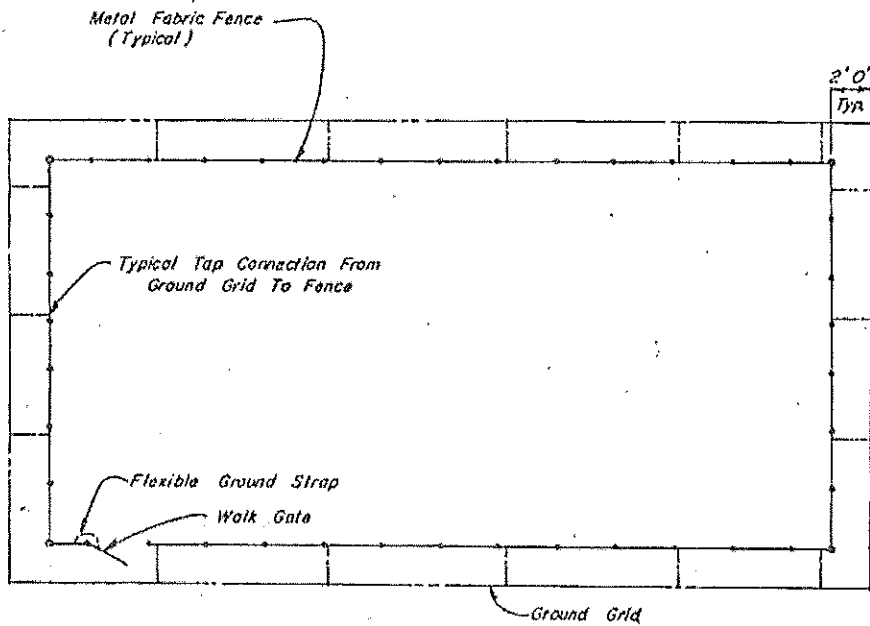
SCALE (IN FEET)

DATE	10/24/75	BY	H. STEELE
PROJECT	1004	SCALE	1" = 40'
LEAGUE	1004	SHEET	1 OF 1





FLORIDA POWER CORPORATION  
SYSTEM ENGINEERING DEPARTMENTS



The Ground Grid Shall Be Buried A Min. Of 18" Below Grade, And Shall Consist Of 4/0 A.W.G. Copper Or Equivalent.

Taps From The Grd. Grid To The Fence Shall Be Installed At 15' Intervals, And Shall Be Securely Bonded To The Grid And Fence.

Grd. Rods Must Be Driven, And Attached To The Grd. Grid Until A Reading Of 5 Ohms Or Less Is Obtained From The Grd Grid To True Earth.

REVISIONS	
NO.	DATE

SUBSTATION    ENG'R.  
  
TYPICAL    FENCE  
GROUNDING

DRAWN BY COLLINS  
DATE 2-28-74  
CHECKED \_\_\_\_\_  
APPROVED \_\_\_\_\_  
SCALE 1/4"

DWG. NO. SK-537-A



## S P E C I F I C R E Q U I R E M E N T S

1. That other than LICENSOR's facilities, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, structures, bleachers or obstacles shall be located, constructed or installed within the License Area without written approval by LICENSOR.
2. That pole protection be provided for Structure No. HD-88 because the utilization is located within twenty-five feet (25') of this structure. LICENSEE shall provide and install traffic barriers as specified by LICENSOR's field representative.
3. That the near edge of LICENSEE's roadway and parking shall be a minimum distance of fifteen feet (15') from any of LICENSOR's structure or guying with foot barriers.
4. That all excavations for LICENSEE's utilization shall be a minimum of fifteen feet (15') from the nearest edge of LICENSOR's transmission structures or guying.
5. That any shrubbery planted by LICENSEE within the License Area shall be of a variety not exceeding twelve feet (12') in height at maturity.
6. That any sprinkling system which may be installed by LICENSEE within the License Area shall spray no closer than twenty-five feet (25') from the nearest edge of LICENSOR's structures or guying and to a maximum height of ten feet (10').
7. That any and all piping, culverts and cables installed by LICENSEE within the License Area shall have sufficient earth cover to prevent breakage due to the operation of LICENSOR's vehicles and heavy equipment within the right-of-way.
8. That no additional below ground grade drainage or facilities be installed by LICENSEE within the License Area without LICENSOR's review and written approval.
9. That LICENSEE agrees that no refueling operations take place within the right-of-way.
10. That all parked vehicles within the License Area shall be motor vehicles of an operative and transient nature; mobile homes, office trailers or carriers of explosive materials are prohibited.
11. That LICENSEE agrees to furnish and install permanent markers showing the location of the underground facilities within the License Area. Said markers shall be LICENSEE's responsibility at all times.

12. That the installation of field lighting will be coordinated with FPC Engineering.
13. That all goal posts located on the right-of-way will be nonmetallic in construction.
14. That no bleachers will be located on the right-of-way area.
15. That any fencing, either existing or new will be grounded as per the current edition of NESC and local codes.
16. That FDOT type guardrails will be installed between parking and tower HD-88.

SUPPLEMENTAL LICENSE AGREEMENT

THIS SUPPLEMENTAL LIMITED LICENSE PRIVILEGE AGREEMENT, Made and entered into this 10th day of February, 1977, by and between FLORIDA POWER CORPORATION, a Florida corporation, Party of the First Part, "LICENSOR" herein, and CITY OF PINELLAS PARK, FLORIDA, a municipal corporation of the State of Florida, Party of the Second Part, "LICENSEE" herein;

W I T N E S S E T H:

WHEREAS, under date of March 15, 1975, the LICENSOR and LICENSEE herein did enter into a License Agreement whereby LICENSEE, under certain terms and conditions recited therein, was allowed specific limited occupancy and utilization of a described portion of LICENSOR'S lands in connection with LICENSEE'S development of a public recreational "mini park" on adjacent lands; and

WHEREAS, LICENSEE is now desirous of acquiring from LICENSOR the supplemental limited privilege and license for further occupancy and utilization of additional lands of LICENSOR in connection with expansion of said public recreational "mini park"; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the desired supplemental limited privilege and license for such further occupancy and utilization, SUBJECT to certain additional terms and conditions;

NOW, THEREFORE, IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That the License Area is hereby enlarged to include certain additional lands of LICENSOR described as follows:

Lots 9 through 13, inclusive, of Block "C" and Lots 1 through 11, inclusive of Block "D" in the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, per plat of TROPICAL HEIGHTS SUBDIVISION recorded in Plat Book 17 at Page 25 of the Public Records of Pinellas County, Florida, together with LICENSOR'S 100-foot wide right-of-way easement strip as established by easement document granted and conveyed to LICENSOR by Gudmund Johansen, et ux., under date of November 2, 1954 and subsequently recorded January 11, 1955 in Deed Book 1514 at Page 153 as Clerk's Instrument No. 175087A, Public Records of Pinellas County, Florida, said 100-foot wide strip being defined as lying 50 feet on each side of the centerline of LICENSOR'S Higgins-Diaston 115KV steel tower electric transmission line over, upon and across the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida, on an alignment located approximately 437 feet South of and parallel with the North boundary line of said NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  (and the License Area shall also include any lands adjacent to the above-described lands which have accrued or may yet accrue to LICENSOR by virtue of formal vacation of any public street and/or alley rights-of-way).

2. That LICENSOR hereby gives and grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, the supplemental limited privilege and license to grade, level, improve, occupy and utilize the enlarged License Area for the purpose only of fenced and flood-lighted baseball outfield substantially in the manner and at the locations as shown on marked reduced preliminary print of LICENSEE'S drawing dated in October of 1976, entitled PROPOSED ADDITION TO YOUTH PARK, and being attached hereto as EXHIBIT "A" and by this reference incorporated herein and made a part hereof.

3. That, for and in consideration of the foregoing supplemental limited privilege and license, the LICENSEE agrees to pay to the LICENSOR an additional yearly rental fee of SIX HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$645.00) for each and every year of the duration of this supplemental agreement, payable in advance commencing effective as of March 15, 1977, and this Supplemental License Agreement shall thereafter run concurrently with the aforesaid prior License Agreement dated March 15, 1975, under a combined total yearly rental fee of ONE THOUSAND ONE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$1,129.00).

ID: \_\_\_\_\_

Tif: \_\_\_\_\_

4. (a) That the poles supporting the floodlight fixtures having a mounting height of seventy feet (70') above ground for the "Colt Thoroughbred" field shall be set back a horizontal distance of at least sixty-five feet (65') from the nearest electric conductor cable of LICENSOR'S high voltage transmission line; and

(b) that the poles supporting the floodlight fixtures having a mounting height of sixty feet (60') above ground for the "Pony League" field shall be set back a horizontal distance of at least sixty feet (60') from the nearest electric conductor cable of LICENSOR'S high voltage transmission line.

5. That LICENSEE hereby covenants to design and install its poles and floodlight fixtures to withstand hurricane-force wind loads up to and including 120 m.p.h. (36 p.s.f.), and further covenants to establish and implement a program of regular periodic inspection and maintenance of such structures on a schedule of every 60 to 90 days to discover and remedy any damage from rotting, woodpeckers, lightning or other causes in order to insure the continued integrity of the structures.

6. That all other covenants, terms, provisions, restrictions and conditions of the aforesaid License Agreement dated March 15, 1975, are by this reference incorporated herein and made a part hereof as if fully recited in this Supplemental License Agreement and shall specifically apply to LICENSEE'S further occupancy and utilization of the enlarged License Area as hereinabove described.

IN WITNESS WHEREOF, the LICENSOR has caused these presents to be signed in its name by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and the LICENSEE has caused these presents to be signed in its name by its \_\_\_\_\_ City Manager and its official seal to be hereunto affixed and attested by its \_\_\_\_\_ City Clerk, all as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Regina Thomas  
Regina Thomas

Signed, sealed and delivered  
in the presence of:

Geoff Campbell  
Geoff Campbell

Countersigned:

\_\_\_\_\_  
Mayor

FLORIDA POWER CORPORATION  
(as LICENSOR)

By Phil B. Smith  
Assistant Vice President

Attest:

Regina Thomas  
\_\_\_\_\_  
FLORIDA POWER CORPORATION  
Secretary  
LOCAL DEPT.  
APPROVED  
Date 2/18/77  
By GMT

CITY OF PINELLAS PARK, FLORIDA  
(as LICENSEE)

By W. H. H. H. H.  
City Manager

Attest:

W. H. H. H. H.  
City Clerk

NOTE: A certified extract from the minutes of the City Council meeting at which LICENSEE is authorized to accept and enter into this Supplemental License Agreement shall be furnished to LICENSOR'S Real Estate Department along with LICENSEE'S initial advance yearly rent check hereunder.

**S U P P L E M E N T A L L I C E N S E A G R E E M E N T # 2**

THIS SUPPLEMENTAL LICENSE AGREEMENT #2, Made and entered into this day of \_\_\_\_\_, 1994, by and between FLORIDA POWER CORPORATION, a Florida corporation, "LICENSOR" herein, and CITY OF PINELLAS PARK "LICENSEE" herein;

**WITNESSETH:**

WHEREAS, under date of March 15, 1975, the LICENSOR and LICENSEE herein did enter into a License Agreement whereby LICENSEE, under certain terms and conditions recited therein was allowed specific limited occupancy and utilization of a described portion of LICENSOR's lands in connection with LICENSEE's development of a public recreational "mini park" on adjacent lands; and

WHEREAS, LICENSEE is desirous of acquiring from LICENSOR the limited privilege and license for further occupancy of LICENSOR's lands in connection with expansion of said public recreation "mini park"; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the desired limited privilege and license for such occupancy and utilization, subject to certain terms and conditions as stipulated on attached Exhibit A drawing and Exhibit "B" specific requirements and by this reference incorporated herein and made a part hereof. All other terms and conditions of the original Agreement remain in effect.

IN WITNESS WHEREOF, the said LICENSOR and LICENSEE have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Wann H. Van De Bogert

Lebbie J. Fowler

FLORIDA POWER CORPORATION  
(as LICENSOR)

By Philip C. Hume  
Sr. Vice President

Attest:

Kathleen M. Haley  
Assistant Secretary

11/17/93  
CIC

Signed, sealed and delivered  
in the presence of:

Kathy D. Witherington  
Gynthia A. Llane

CITY OF PINELLAS PARK, FLORIDA  
(as LICENSEE)

By Ronald L. Fortner  
City Manager

ATTEST:

Grace M. Kolar  
City Clerk

## S P E C I F I C R E Q U I R E M E N T S

1. That other than LICENSOR's facilities, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, structures, bleachers or obstacles shall be located, constructed or installed within the License Area without written approval by LICENSOR.
2. That pole protection be provided for Structure No. HD-88 because the utilization is located within twenty-five feet (25') of this structure. LICENSEE shall provide and install traffic barriers as specified by LICENSOR's field representative.
3. That the near edge of LICENSEE's roadway and parking shall be a minimum distance of fifteen feet (15') from any of LICENSOR's structure or guying with foot barriers.
4. That all excavations for LICENSEE's utilization shall be a minimum of fifteen feet (15') from the nearest edge of LICENSOR's transmission structures or guying.
5. That any shrubbery planted by LICENSEE within the License Area shall be of a variety not exceeding twelve feet (12') in height at maturity.
6. That any sprinkling system which may be installed by LICENSEE within the License Area shall spray no closer than twenty-five feet (25') from the nearest edge of LICENSOR's structures or guying and to a maximum height of ten feet (10').
7. That any and all piping, culverts and cables installed by LICENSEE within the License Area shall have sufficient earth cover to prevent breakage due to the operation of LICENSOR's vehicles and heavy equipment within the right-of-way.
8. That no additional below ground grade drainage or facilities be installed by LICENSEE within the License Area without LICENSOR's review and written approval.
9. That LICENSEE agrees that no refueling operations take place within the right-of-way.
10. That all parked vehicles within the License Area shall be motor vehicles of an operative and transient nature; mobile homes, office trailers or carriers of explosive materials are prohibited.
11. That LICENSEE agrees to furnish and install permanent markers showing the location of the underground facilities within the License Area. Said markers shall be LICENSEE's responsibility at all times.

12. That the installation of field lighting will be coordinated with FPC Engineering.
- 13 That all goal posts located on the right-of-way will be nonmetallic in construction.
14. That no bleachers will be located on the right-of-way area.
15. That any fencing, either existing or new will be grounded as per the current edition of NESC and local codes.
- 16 That FDOT type guardrails will be installed between parking and tower HD-88.



**AMENDMENT TO LICENSE AGREEMENT**

This Amendment to License Agreement (hereinafter referred to as the "Amendment"), made and entered into on this 23 day of ~~November~~ **2010**, by and between FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC., a Florida Corporation, whose mailing address is 3300 Exchange Place, Lake Mary, FL 32746 (hereinafter sometimes referred to as "LICENSOR"); and The City of Pinellas Park, a Municipal Corporation of the State of Florida, whose mailing address is 5141 78<sup>th</sup> Ave. N., Pinellas Park, Florida 33781-2456, (hereinafter referred to as "LICENSEE"), herein;

**WITNESSETH**

WHEREAS, LICENSOR and LICENSEE have heretofore entered into that certain License Agreement dated March 15<sup>th</sup>, 1975, (hereinafter referred to as the "Agreement"), a copy of which is attached hereto as a composite "EXHIBIT A" and is, by this reference, made a part hereof, which Agreement established the terms and conditions pursuant to which LICENSOR agreed to allow LICENSEE the privilege and license to occupy and utilize a portion of the **SW1/4 of NE1/4 of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida** being hereinafter referred to as the "License Area" and with the location and extent of said License Area being substantially as depicted on print of sketch attached hereto in "EXHIBIT A"; and

WHEREAS, LICENSEE has been granted the limited privilege and license to occupy and utilize the License Area for **Soccer and Baseball Fields**; and

WHEREAS, the parties to the Agreement are willing to make such Amendment to License Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, agreements, conditions, and warranties of the parties to the Agreement and this Amendment, it is hereby covenanted and agreed by and between the parties as follows:

1. The Agreement is hereby amended and modified to permit LICENSEE to install, operate and maintain lighting facilities for Soccer Field #6 as depicted on Exhibit B attached hereto and incorporated herein.
2. Except as herein amended and modified, all of the terms, conditions, covenants, agreements, representations, and warranties of the Agreement are and shall remain in full force and effect.
3. LICENSOR, by this execution hereof, hereby represents, warrants, and certifies that, to the best of its information and belief, LICENSEE has fully performed all of its duties and obligations under the Agreement and that, to the best of LICENSOR's information and belief, the Agreement is not in default as of the date hereof.

4. LICENSEE, by its execution hereof, hereby represents, warrants, and certifies, that, to the best of its information and belief, LICENSOR has fully performed all of its duties and obligations under the Agreement and that, to the best of LICENSEE's information and belief, the Agreement is not in default as of the date hereof.

IN WITNESS WHEREOF, the said LICENSOR and LICENSEE have caused these presents to be executed in their respective corporate names by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

**WITNESSES:**

Nicholas L. Orr  
Signature of First Witness

Nicholas L. Orr  
Print Name of First Witness

Diane M. Corona  
Signature of Second Witness

Diane M. Corona  
Print Name of Second Witness

**City of Pinellas Park**  
**(as LICENSEE)**

By: Bill Mischer

Bill Mischer Mayor

James W. E. [Signature]  
Approved as to form and content:

City Attorney, James W. E.  
City of Pinellas P.

**FLORIDA POWER CORPORATION  
d/b/a PROGRESS ENERGY FLORIDA,  
INC.**

(as PEF)

WITNESSES:

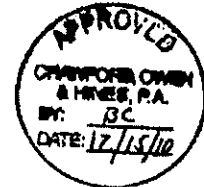
Wayne Baker  
Signature of First Witness

Wayne Baker  
Print or Type Name of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print or Type Name of Second Witness

D-111 k. 12/20/2016  
B. H. Irwin Jr.  
Manager of Coastal Transmission  
Maintenance Area



## LICENSE AGREEMENT

EXHIBIT A

THIS LIMITED LICENSE PRIVILEGE AGREEMENT, Made and entered into this 15th day of May, 1975, by and between FLORIDA POWER CORPORATION, a Florida corporation, Party of the First Part, LICENSOR herein, and CITY OF PINELLAS PARK, FLORIDA, a municipal corporation of the State of Florida, Party of the Second Part, LICENSEE herein;

## WITNESSETH

WHEREAS, LICENSOR is the owner of the fee-simple title to Lots 1 through 12, inclusive, Block 12, BOULEVARD PARK NO. 2, according to the plat thereof as recorded in Plat Book 15, Page 83, Public Records of Pinellas County, Florida, such tier of lots being sometimes hereinafter referred to as the License Area and comprising a segment of the right-of-way for LICENSOR'S existing Higgins-Diaston 115KV steel tower electric transmission line in the span between Tower No. HD-88 and Tower No. HD-89 in the SE¼ of NW¼ of Section 34, Township 30 South, Range 16 East, Pinellas County, Florida; and

WHEREAS, LICENSEE is desirous of acquiring from LICENSOR the privilege and license to occupy and utilize portions of said License Area as outfield for Little League Baseball fields, and to occupy and utilize a portion of said License Area as a vehicular parking lot, all in connection with LICENSEE'S development of a public, recreational "mini park" on lands of LICENSEE adjacent to said License Area; and

WHEREAS, LICENSOR is willing to grant to LICENSEE the desired privilege and license for such occupancy and utilization, subject to certain terms and conditions;

## NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That LICENSOR hereby gives and grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, the privilege and license to grade, level, improve, occupy and utilize the License Area for Little League Baseball outfield purposes and for vehicular parking purposes, in connection with LICENSEE'S development and operation of a public park, in the manner and at the locations shown on reduced print of drawing entitled LANDSCAPING DRAWING OF MINI PARK prepared by LICENSEE'S Parks Department under date of August 22, 1973, attached hereto as EXHIBIT "A" and by this reference incorporated herein and made a part hereof.

2. That, in consideration of the foregoing privilege and license, the LICENSEE agrees to pay therefor to the LICENSOR a yearly rental fee for each and every year of the duration of this limited license privilege agreement, payable in advance with the amount of such rental fee for the initial year commencing May 15 1975 and ending April 30, 1976 to be FOUR HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$484.00). The LICENSEE'S rent checks shall be made payable to FLORIDA POWER CORPORATION, c/o Real Estate Department, P. O. Box 14042, St. Petersburg, Florida 33733.

3. That LICENSEE shall first obtain all zoning and approvals for utilization of the License Area for park purposes as required by any public agencies other than LICENSEE which may have jurisdiction in such matters and, further, LICENSEE shall obtain and deliver to LICENSOR individual letters of "no objection" to such utilization from each owner of any and all land lying within 150 feet of the License Area.

4. That LICENSEE shall notify LICENSOR'S Superintendent of Transmission Construction and Maintenance (Telephone 813/866-5240, St. Petersburg) at least 48 hours prior to commencing initial construction activities within the License Area.

5. That any metal fencing installed within the License Area by LICENSEE, its employees, agents, contractors, or any representative, shall not exceed a height of four feet (4') above grade and shall be grounded as shown and specified on print of Drawing No. SK-537-A entitled TYPICAL FENCE GROUNDING prepared by LICENSOR'S Substation Engineering Department under date of February 28, 1974, attached hereto as EXHIBIT "B" and by this reference incorporated herein and made a part hereof.

6. That the finished grade elevation of the License Area after LICENSEE'S improvements and landscaping are completed shall not deviate more than one foot (1') from existing ground elevation.

7. That the flying of model airplanes, kites or any aerial device operated from the ground shall be expressly prohibited and that signs to that effect, of appropriate size so as to be easily read, shall be prominently posted and maintained.

8. That no underground utilities or irrigation systems and no above-ground utilities, poles, wires, or lighting fixtures shall be installed within the License Area by LICENSEE, its employees, agents, contractors, or any representative, without LICENSEE first submitting detailed plans and drawings of such proposed installations to LICENSOR'S Pinellas Park District Manager, who will arrange for examination of the plans and drawings by LICENSOR as appropriate and obtain LICENSOR'S written authority for LICENSEE to proceed with the proposed installations in each instance as approved by LICENSOR.
9. That LICENSEE expressly assumes the duty and responsibility of mowing and otherwise maintaining the entire License Area and keeping it in a presentable condition at all times after completion of initial construction activities.
10. That LICENSEE, in and about its activities within and/or its occupancy and utilization of the License Area, and LICENSEE so covenants, shall not therein interfere with the safe and efficient operation and maintenance of LICENSOR'S electric transmission line and related facilities.
11. That LICENSOR expressly reserves unto itself, its successors, lessees and assigns, the continued right to occupy and utilize the entire License Area, and LICENSOR shall not be liable for damage to LICENSEE'S improvements and landscaping howsoever resulting from LICENSOR'S occupancy and utilization of the License Area.
12. That in the event there should subsequently develop a conflict of LICENSOR'S existing or future facilities with LICENSEE'S improvements within the License Area, such conflict shall be resolved (a) by LICENSEE rearranging or otherwise adjusting its improvements, or (b) by LICENSOR relocating or rehabilitating its facilities, with the further understanding that the alternatives to resolve such conflict shall be at the option and at the sole expense of LICENSEE.
13. That LICENSEE hereby expressly agrees to adequately police the License Area, to answer any and all complaints, and to defend, hold harmless and indemnify LICENSOR from and against any and all actions or damages, including costs and attorney's fees, occasioned by or growing out of any actual or claimed useage or condition of the License Area, any of which resulting in any manner whatsoever, directly or indirectly, by reason of this limited license privilege agreement or the presence of LICENSEE'S improvements within the License Area or the use and occupancy of the License Area by the general public.
14. That nothing contained in this limited license privilege agreement or contemplated is intended to or shall increase LICENSOR'S risk of liability for personal injury or death or for any property damage beyond that which LICENSOR might have had except for this limited consent, and it is hereby expressly understood and agreed that LICENSOR does not assume any such additional risk and that liability arising out of the use and occupancy of the License Area by LICENSEE, its employees, agents, contractors, representatives, or the general public, shall be at the sole and exclusive risk of LICENSEE.
15. That this privilege and license is personal to LICENSEE and shall not be assigned or transferred in whole or in part.
16. That such privilege and license shall extend from the aforementioned effective date of ~~May 1, 1974~~ 1974, until terminated by six (6) months prior written notice from either party hereto to the other; it being expressly understood and agreed that either party may terminate this limited license privilege agreement by giving notice to the other with or without cause and regardless of performance or non-performance of any covenants or agreements contained herein, and without regard to any loss or damage incurred by either party as a result of such termination or cancellation.
17. That upon LICENSEE'S breach of any covenant or condition contained herein, this limited license privilege agreement after written notification by LICENSOR to LICENSEE of such breach, and upon failure of LICENSEE to remedy or remove such breach within a period of five (5) working days after receipt of such written notification, shall cease and terminate and shall become null and void and the privilege and license herein granted shall thereupon immediately revert to the LICENSOR in absolute.
18. That upon termination of this limited license privilege agreement, LICENSEE shall restore the License Area to a condition acceptable to LICENSOR'S Transmission Construction and Maintenance Department.

IN WITNESS WHEREOF, the LICENSOR has caused these presents to be signed in its name by its \_\_\_\_\_ Vice President and its corporate seal to be hereunto affixed and attested by its 4/22/74 Secretary, and the LICENSEE has caused these presents to be signed in its name by its \_\_\_\_\_ City Manager and its official seal to be hereunto affixed and attested by its \_\_\_\_\_ City Clerk, all as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Shirley S. Lunsford  
Ronald M. Lunsford

FLORIDA POWER CORPORATION

By W. T. Triff  
Vice President

Attest:

Betty M. Chester  
Secretary  
AS LICENSOR

Signed, sealed and delivered  
in the presence of:

Catherine C. Blueberry  
Patricia A. Skuter

CITY OF PINELLAS PARK, FLORIDA

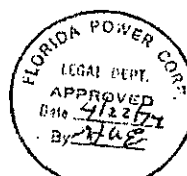
By Hughes J. H. H.  
City Manager

Attest:

(City Seal)

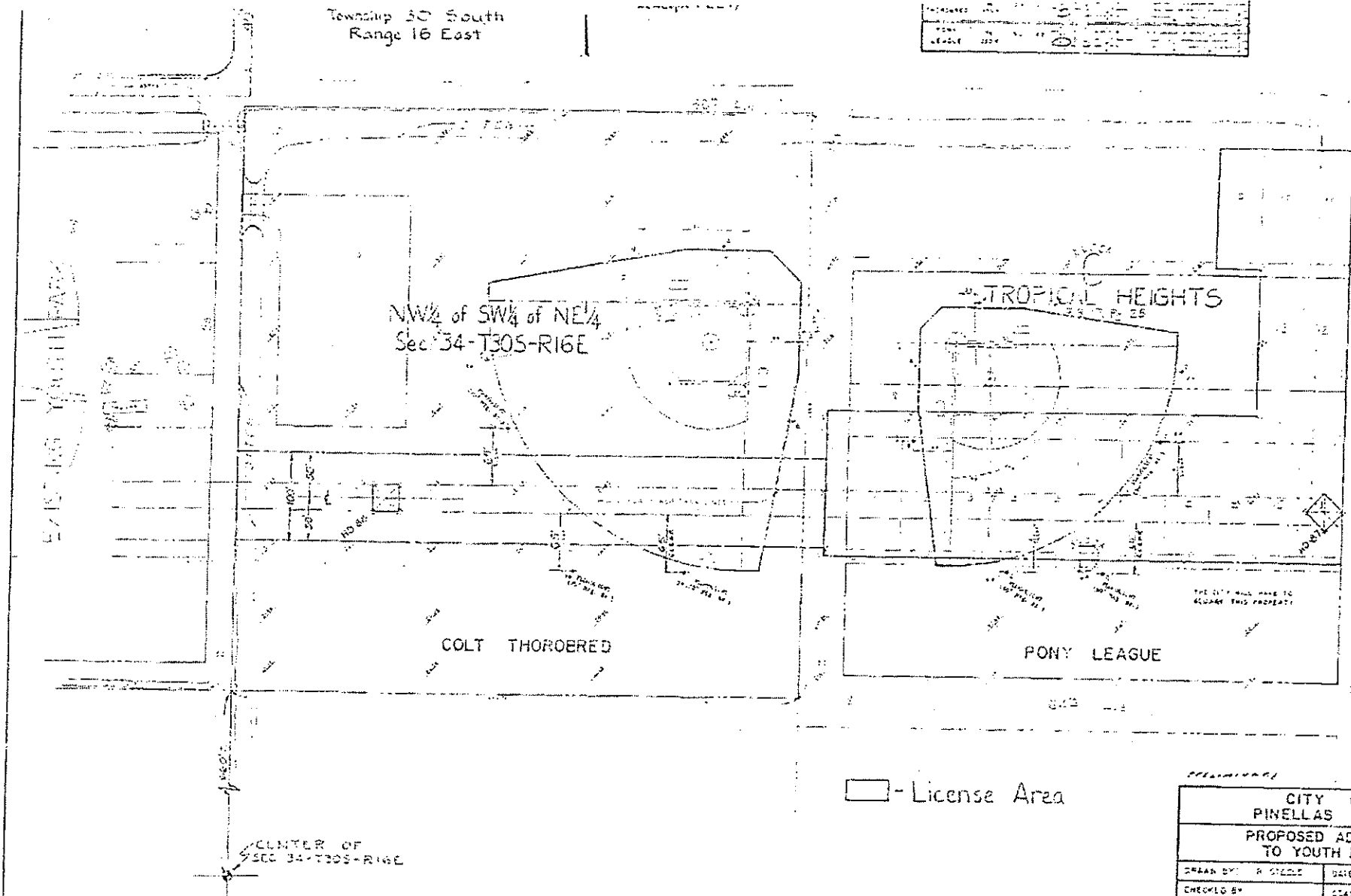
Marjorie Robinson  
City Clerk  
AS LICENSEE

NOTE: A copy of CITY OF PINELLAS PARK, FLORIDA (LICENSEE) Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 1974, authorizing LICENSEE to accept and enter into the above limited license privilege agreement, is attached hereto as EXHIBIT "C" and by this reference incorporated herein and made a part hereof.



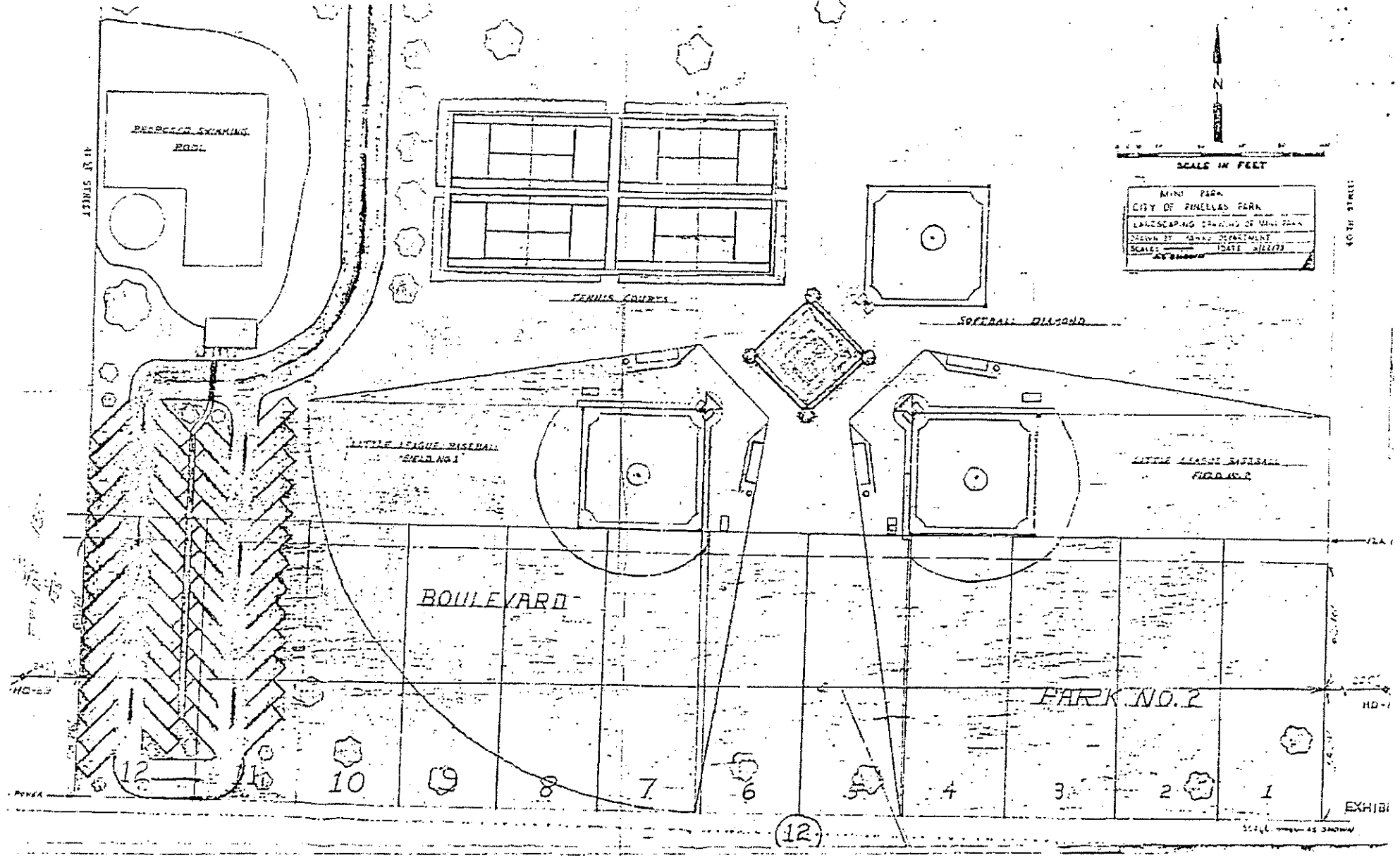
Township 30 South  
Range 16 East

SECTION	34	TOWNSHIP	30 S	RANGE	16 E
LEAGUE	2204				



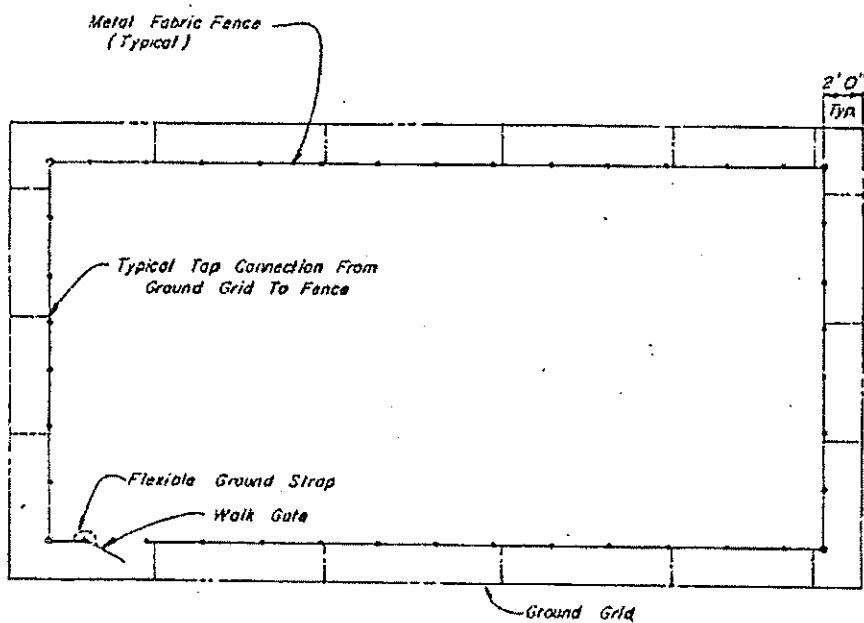
□ - License Area

CITY OF PINELLAS PARK	
PROPOSED ADDITION TO YOUTH PARK	
DRAWN BY: R. STEELE	DATE: OCT. 1970
CHECKED BY:	SCALE: 1" = 40' (SEE PLAN)
PROJECT NO:	SHEET NO. OF





FLORIDA POWER CORPORATION  
SYSTEM ENGINEERING DEPARTMENTS



The Ground Grid Shall Be Buried A Min. Of 18" Below Grade, And Shall Consist Of 4/0 A.W.G. Copper Or Equivalent.

*Taps From The Grd. Grid To The Fence Shall Be Installed At 15' Intervals, And Shall Be Securely Bonded To The Grid And Fence.*

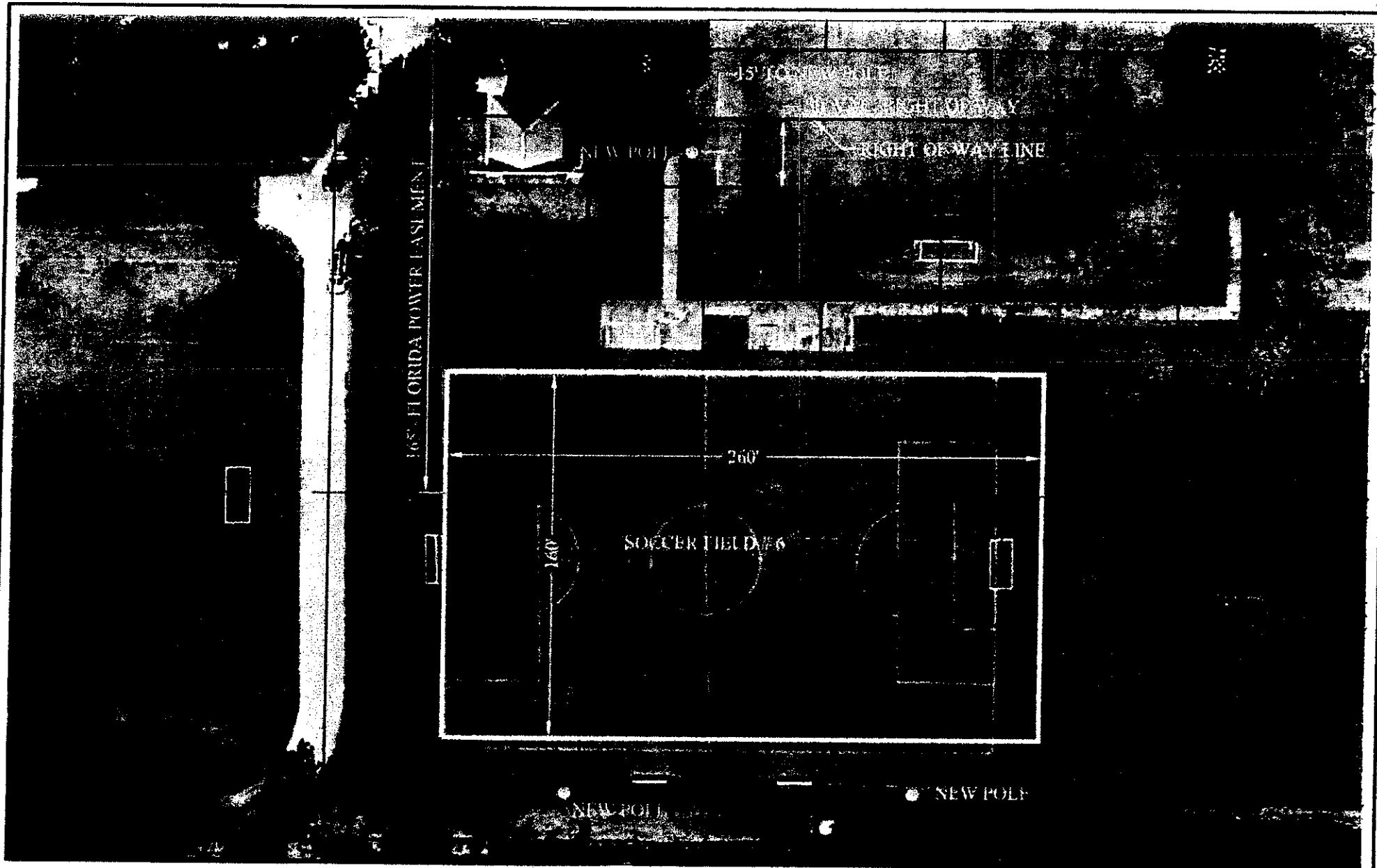
Grd. Rods Must Be Driven, And Attached To The Grd. Grid Until A Reading Of 5 Ohms Or Less Is Obtained From The Grd Grid To True Earth.

<u>REVISIONS</u>			<u>SUBSTATION</u>	<u>ENG'R.</u>	DRAWN BY <u>COLLINS</u>
<u>NO.</u>	<u>DATE</u>				DATE <u>2-28-74</u>
			<u>TYPICAL</u>	<u>FENCE</u>	CHECKED _____
			<u>GROUNDING</u>		APPROVED _____
					SCALE <u>1"</u>
					DWG. NO. <u>SK-537-A</u>

## S P E C I F I C   R E Q U I R E M E N T S

1. That other than LICENSOR's facilities, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, structures, bleachers or obstacles shall be located, constructed or installed within the License Area without written approval by LICENSOR.
2. That pole protection be provided for Structure No. HD-88 because the utilization is located within twenty-five feet (25') of this structure. LICENSEE shall provide and install traffic barriers as specified by LICENSOR's field representative.
3. That the near edge of LICENSEE's roadway and parking shall be a minimum distance of fifteen feet (15') from any of LICENSOR's structure or guying with foot barriers.
4. That all excavations for LICENSEE's utilization shall be a minimum of fifteen feet (15') from the nearest edge of LICENSOR's transmission structures or guying.
5. That any shrubbery planted by LICENSEE within the License Area shall be of a variety not exceeding twelve feet (12') in height at maturity.
6. That any sprinkling system which may be installed by LICENSEE within the License Area shall spray no closer than twenty-five feet (25') from the nearest edge of LICENSOR's structures or guying and to a maximum height of ten feet (10').
7. That any and all piping, culverts and cables installed by LICENSEE within the License Area shall have sufficient earth cover to prevent breakage due to the operation of LICENSOR's vehicles and heavy equipment within the right-of-way.
8. That no additional below ground grade drainage or facilities be installed by LICENSEE within the License Area without LICENSOR's review and written approval.
9. That LICENSEE agrees that no refueling operations take place within the right-of-way.
10. That all parked vehicles within the License Area shall be motor vehicles of an operative and transient nature; mobile homes, office trailers or carriers of explosive materials are prohibited.
11. That LICENSEE agrees to furnish and install permanent markers showing the location of the underground facilities within the License Area. Said markers shall be LICENSEE's responsibility at all times.

12. That the installation of field lighting will be coordinated with FPC Engineering.
13. That all goal posts located on the right-of-way will be nonmetallic in construction.
14. That no bleachers will be located on the right-of-way area.
15. That any fencing, either existing or new will be grounded as per the current edition of NESC and local codes.
16. That FDOT type guardrails will be installed between parking and tower HD-88.



**N↑**

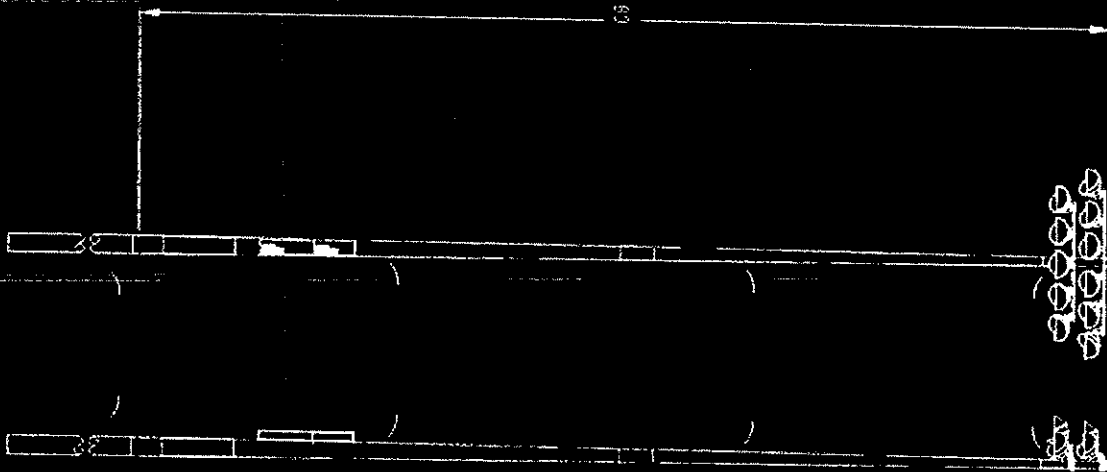
SCALE = 1"=60'

**EXHIBIT B-2**

**10F2**

**CITY OF PINELLAS PARK  
YOUTH PARK  
SOCCER FIELD #6**

MUSCO Lighting Inc. 10000  
 10000 10000 10000 10000  
 10000 10000 10000 10000



**EXHIBIT B-1**

**2 OF 2**

DATE	TIME	LOCATION	REMARKS
10/20/22	10:00	10000	10000
10/20/22	10:00	10000	10000
10/20/22	10:00	10000	10000
10/20/22	10:00	10000	10000

DATE	TIME	LOCATION	REMARKS
10/20/22	10:00	10000	10000
10/20/22	10:00	10000	10000
10/20/22	10:00	10000	10000
10/20/22	10:00	10000	10000

**MUSCO**  
 Lighting  
 10000 10000 10000 10000  
 10000 10000 10000 10000

Pinellas Park SO  
 Pinellas Park, FL  
 Pole Config Drawing