

Introduced by Council Member Johnson and Co-Sponsored by Council Member Pittman and amended by the Neighborhoods, Community Services, Public Health and Safety Committee:

**ORDINANCE 2024-951-E**

AN ORDINANCE APPROPRIATING \$1,834,456.47 FROM THE COJ PROJECT CLOSURE ACTIVITY ACCOUNT TO THE "ORTEGA HILLS SECONDARY INGRESS/EGRESS PROJECT" TO FUND LAND ACQUISITION AND RIGHT OF WAY IMPROVEMENTS TO CREATE AN ADDITIONAL MEANS OF INGRESS AND EGRESS TO THE ORTEGA HILLS NEIGHBORHOOD IN COUNCIL DISTRICT 14 (THE "CONNECTOR ROAD"); APPROVING AND AUTHORIZING THE MAYOR AND CORPORATION SECRETARY TO EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE CITY, THE "PURCHASE AND SALE AGREEMENT" BETWEEN THE CITY AND FENNEL IP, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("DEVELOPER") FOR THE PURPOSE OF ACQUIRING  $\pm$  1.94 ACRES OF UNIMPROVED REAL PROPERTY AND PERPETUAL EASEMENT RIGHTS OVER  $\pm$  3.62 ACRES OF ADJACENT LAND FOR STORMWATER DRAINAGE (THE "PROPERTY") FOR USE AS THE SITE OF THE CONNECTOR ROAD; APPROVING AND AUTHORIZING THE MAYOR AND CORPORATION SECRETARY TO EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE CITY, THE "ORTEGA HILLS CONNECTOR ROAD COST DISBURSEMENT AGREEMENT" BETWEEN THE CITY, DEVELOPER AND TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, TO AUTHORIZE DEVELOPER TO DESIGN, CONSTRUCT, AND ENGINEER THE

CONNECTOR ROAD, WITH CITY TO REIMBURSE DEVELOPER FOR PORTIONS OF SAME; AUTHORIZING THE MAYOR AND CORPORATION SECRETARY TO EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE CITY, DOCUMENTS NECESSARY FOR CONVEYANCE OF THE PROPERTY LOCATED AT 7263 GOLDEN WINGS ROAD (R.E. #098404-0060), IN COUNCIL DISTRICT 14 (THE "POND PARCEL"), TO TIMUQUANA COMMERCE CENTER OWNERS ASSOCIATION, INC. ("TCCOA"), IN ACCORDANCE WITH THE COST DISBURSEMENT AGREEMENT AUTHORIZED HEREIN FOR THE PURPOSE OF DESIGN AND CONSTRUCTION OF A STORMWATER POND; WAIVING SECTION 122.422 (DETERMINATION OF NEED; DECLARATION THAT PROPERTY IS SURPLUS TO THE NEEDS OF THE PUBLIC), SUBPART B (REAL PROPERTY DISPOSITIONS AND EXCHANGES), PART 4 (REAL PROPERTY), CHAPTER 122 (PUBLIC PROPERTY), ORDINANCE CODE, TO ALLOW FOR CONVEYANCE OF THE POND PARCEL TO TCCOA; AMENDING THE 2025-2029 FIVE-YEAR CAPITAL IMPROVEMENT PLAN APPROVED BY ORDINANCE 2024-505-E TO REFLECT THIS APPROPRIATION OF FUNDS; PROVIDING FOR OVERSIGHT OF THE ACQUISITION OF THE PROPERTY AND DISPOSITION OF THE POND PARCEL BY THE PUBLIC WORKS DEPARTMENT, REAL ESTATE DIVISION, AND OVERSIGHT OF ADMINISTRATION OF THE COST DISBURSEMENT AGREEMENT AND CONSTRUCTION OF THE CONNECTOR ROAD BY THE PUBLIC WORKS DEPARTMENT, ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION; PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** at present, right of ways providing vehicular access

1 into and out of the Ortega Hills neighborhood traverse a railway line  
2 owned by CSX that runs parallel to US 17; and

3 **WHEREAS**, on occasion, residents, visitors, and first  
4 responders cannot enter or leave the neighborhood due to disabled  
5 trains stuck on the railroad tracks;

6 **WHEREAS**, to improve public safety and enhance vehicular access  
7 to Ortega Hills, and to facilitate Developer's development of certain  
8 nearby parcels into an industrial park, City and Developer have agreed  
9 that Developer will design, permit, engineer and construct the  
10 "Connector Road" - a two-lane public road and related facilities,  
11 including stormwater retention ponds, connecting Ortega Hills Drive  
12 northward to the current terminus of Golden Wings Road; and

13 **WHEREAS**, City has determined that the design, engineering,  
14 construction, and inspection of the Connector Road can most  
15 efficiently and cost effectively be completed by the Developer in  
16 connection with its build out of the planned industrial park; and

17 **WHEREAS**, City has agreed to reimburse Developer up to one  
18 hundred percent (100%) of the costs of the design, engineering,  
19 permitting, construction and inspection of the Connector Road as  
20 based on the Engineer's Opinion of Probable Cost prepared therefor  
21 ("EOPC"), up to the amount of \$4,158,266.47; and

22 **WHEREAS**, in addition, City has agreed to convey the 1.66± acre  
23 parcel located at 7263 Golden Wings Road, Jacksonville, Florida 32244  
24 (R.E. #098404-0060), in Council District 14 (the "Pond Parcel"), to  
25 Timuquana Commerce Center Owners Association, Inc. ("TCCOA") for  
26 construction of a retention pond; and

27 **WHEREAS**, moreover, City has agreed to purchase real property  
28 and easement rights necessary for the location and construction of  
29 the Connector Road (the "Property") for payment of \$1,044,000 and  
30 thereafter to grant Developer a temporary construction easement over  
31 the Property to facilitate its construction of the Connector Road;

now therefore

**BE IT ORDAINED** by the Council of the City of Jacksonville:

**Section 1. Appropriation.** For the 2024-2025 fiscal year, within the City's budget, there are hereby appropriated the indicated sum(s) from the account(s) listed in subsection (a) to the account(s) listed in subsection (b):

(The account information is attached hereto as **Exhibit 1**, and incorporated herein by this reference)

(a) Appropriated from:

See attached **Exhibit 1** \$1,834,456.47

(b) Appropriated to:

See attached **Exhibit 1** \$1,834,456.47

(c) Explanation of Appropriation

This legislation appropriates funds from the COJ-Project Closure Activity Account to the Ortega Hills Secondary Ingress/Egress Project to fund the acquisition of real property interests, and design, engineering, and construction costs necessary to build the Connector Road.

**Section 2. Purpose of Appropriation.** The purpose of the appropriation in Section 1 is to transfer funds from the COJ - Project Closure Activity Account to the Ortega Hills Secondary Ingress/Egress Project (the "Project") to facilitate initiation and completion of the Project. The Project will entail the acquisition of real property and easement interests as well as the design, engineering and construction of right of way and drainage improvements to create a secondary source of ingress and egress into the Ortega Hills neighborhood.

**Section 3. Approval and Authorization to Execute the Purchase and Sale Agreement and Closing Documents.** The Purchase and Sale Agreement provides for the acquisition of the Property, as depicted on **Exhibit 2**, for the City's use as the site of the Connector

1 Road. There is hereby approved, and the Mayor, or her designee, and  
2 the Corporation Secretary are hereby authorized to execute and  
3 deliver, for and on behalf of the City, that certain Purchase and  
4 Sale Agreement between City and Developer, in substantially the form  
5 attached hereto as **Exhibit 3** and incorporated herein by this reference  
6 (the "Purchase and Sale Agreement"), and all such closing and other  
7 documents necessary or appropriate to effectuate the purpose of this  
8 Ordinance (with such "technical" changes as herein authorized). The  
9 negotiated purchase price of the Property is \$1,044,000 and is  
10 supported by an appraisal obtained by the City. The Agreement does  
11 not require a deposit from the City.

12 The Purchase and Sale Agreement, and any and all closing and  
13 other documents related thereto, may include such additions,  
14 deletions, and changes as may be reasonable, necessary, and incidental  
15 for carrying out the purposes thereof, as may be acceptable to the  
16 Mayor, or her designee, with such inclusion and acceptance being  
17 evidenced by execution of the Agreement by the Mayor, or her designee;  
18 provided however, no modification of the Agreement or related  
19 documents may increase the financial obligations or liability of the  
20 City to an amount in excess of the amount stated in the Agreement or  
21 decrease the financial obligations or liability of the Sellers, and  
22 any such modification shall be technical only and shall be subject  
23 to appropriate legal review and approval by the Office of General  
24 Counsel. For purposes of this Ordinance, the term "technical changes"  
25 is defined as those changes having no financial impact to the City,  
26 including, but not limited to, changes in legal descriptions or  
27 surveys, ingress and egress, easements and rights of way, design  
28 standards, access and site plans, resolution of title defects, if  
29 any, and other non-substantive changes that do not substantively  
30 increase the duties and responsibilities of the City under the  
31 provisions of the Agreement.

1           **Section 4.           Authority to Execute the Ortega Hills Connector**  
2 **Road Cost Disbursement Agreement.** The Mayor, or her designee, and  
3 the Corporation Secretary are hereby authorized to execute and deliver  
4 the Ortega Hills Connector Road Cost Disbursement Agreement (the  
5 "Cost Disbursement Agreement") between the City, Developer, and  
6 Timuquana Commerce Center Owners Association, Inc., in substantially  
7 the same form as placed **On File** with the Legislative Services  
8 Division. The Agreement may include such additions, deletions, and  
9 change as may be reasonable, necessary, and incidental for carrying  
10 out the purpose thereof, as may be acceptable to the Mayor or her  
11 designee, with such inclusion and acceptance being evidenced by  
12 execution of the Agreement by the Mayor or his designee. No  
13 modification of the Agreement may increase the financial obligations  
14 or the liability of City and any such modification shall be technical  
15 only and shall be subject to appropriate legal review and approval  
16 of the General Counsel or his or her designee and all other  
17 appropriate action required by law. For the purposes of this  
18 Ordinance, "technical changes" is defined as those changes having no  
19 financial impact to the City; including, but not limited to, changes  
20 in legal descriptions or surveys, resolution of title defects (if  
21 any), descriptions of infrastructure improvements and/or any road  
22 project, ingress and egress, easements and rights-of-way, performance  
23 schedules (provided that no performance schedule may be extended for  
24 more than one year without City Council approval), design standards,  
25 access and site plans, and other non-substantive changes that do no  
26 substantively increase the duties and responsibilities of the City  
27 under the provisions of the Agreement.

28           **Section 5.           Authorizing Execution of Documents for**  
29 **Conveyance of Pond Parcel in Accordance with Cost Disbursement**  
30 **Agreement.** The Mayor and Corporation Secretary are hereby authorized  
31 to execute and deliver, for and on behalf of the City, a Quitclaim

1 Deed and any closing or other documents necessary to effectuate  
2 conveyance of the Pond Parcel to Timuquana Commerce Center Owners  
3 Association, Inc. in accordance with the terms of the Cost  
4 Disbursement Agreement authorized herein, subject to the review and  
5 approval of the Office of General Counsel.

6 **Section 6. Waiver of Section 122.422, Ordinance Code.**

7 Section 122.422 (Determination of need; declaration that property is  
8 surplus to the needs of the public), Chapter 122 (Public Property),  
9 *Ordinance Code*, is hereby waived as to the requirement that the Pond  
10 Parcel first be declared surplus by the City prior to its conveyance  
11 to TCCOA. This waiver is justified because the City-owned property  
12 located at 7263 Golden Wings Road, Jacksonville, Florida 32244, is  
13 to be conveyed to TCCOA for design and construction of a stormwater  
14 pond in connection with construction of the Connector Road which will  
15 improve public safety and enhance access to Ortega Hills.

16 **Section 7. Capital Improvement Plan Amendment.** Ordinance

17 2024-505-E, adopting the 2025-2029 Five-Year Capital Improvement Plan  
18 (the "CIP") for the City and certain of its independent agencies, is  
19 hereby amended to reflect the appropriation of funds to the Project,  
20 as more fully described in the Project Information Sheets attached  
21 hereto as **Exhibit 4** and incorporated herein by this reference. The  
22 City Council finds that the deferral of this amendment of the CIP  
23 until the next annual budget and CIP review will be detrimental to  
24 the best interests of the community because such deferral will delay  
25 the urgent need to alleviate traffic congestion and promote safety  
26 at the intersection.

27 Pursuant to Section 122.605(c), *Ordinance Code*, enactment of  
28 this Ordinance requires the affirmative vote of two-thirds of the  
29 City Council members present at the meeting because of the CIP  
30 amendment set forth in this section. This Ordinance shall constitute  
31 an amendment to Ordinance 2022-505-E. In all other respects, the

Five-Year Capital Improvement Plan approved by Ordinance 2022-505-E shall remain unchanged and continue in full force and effect.

**Section 8. Oversight.** The Real Estate Division of the Department of Public Works shall oversee the acquisition of the Property and disposition of the Pond Parcel, and the Engineering and Construction Management Division of the Public Works Department shall oversee the administration of the Cost Disbursement Agreement and shall provide oversight of the construction of the Connector Road.

**Section 9. Effective Date.** This Ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

          /s/ Mary E. Staffopoulos          

Office of General Counsel

Legislation Prepared By: Harry M. Wilson, IV

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