

1 The Transportation, Energy and Utilities Committee offers the  
2 following substitute to File No. 2020-740:

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4 Introduced by Council Member White and Co-Sponsored by Council  
5 Members R. Gaffney and Ferraro:

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8 **ORDINANCE 2020-740**

9 AN ORDINANCE APPROPRIATING \$5,347,052.68,  
10 (COMPRISED OF (1) \$5,267,052.68 WITHIN THE  
11 BETTER JACKSONVILLE PLAN CECIL FIELD CONNECTOR &  
12 BRANAN-CHAFFEE TO COMMERCE CENTER PROJECT AND  
13 (2) \$80,000.00 AS A CONTRIBUTION FROM THE  
14 DEVELOPER) FOR THE PURPOSE OF PROVIDING OAKLEAF  
15 INVESTORS, LLC ("DEVELOPER"), FUNDING FOR THE  
16 CONSTRUCTION AND INSPECTION OF 0.58 MILES OF THE  
17 CECIL FIELD CONNECTOR ROAD PROJECT, AND TO FUND  
18 THE CITY'S DESIGN, ENGINEERING, PERMITTING,  
19 CONSTRUCTION AND INSPECTION OF THE REMAINING  
20 0.36 MILES OF THE CONNECTOR ROAD PROJECT;  
21 APPROVING AND AUTHORIZING THE MAYOR AND  
22 CORPORATION SECRETARY TO EXECUTE AND DELIVER,  
23 FOR AND ON BEHALF OF THE CITY, THE "CECIL FIELD  
24 CONNECTOR ROAD COST SHARING AND MOBILITY FEE  
25 CREDIT AGREEMENT" BETWEEN THE CITY AND DEVELOPER  
26 FOR THE CONSTRUCTION OF 0.58 MILES OF THE CECIL  
27 FOELD CONNECTOR ROAD (THE "IMPROVEMENTS"), AND  
28 FOR THE AUTHORIZATION AND MEMORIALIZATION OF  
29 MOBILITY FEE CREDITS IN THE AMOUNT OF  
30 \$731,227.00; WAIVING THE PROVISIONS IN SECTION  
31 655.507(B) (CREDIT AGAINST MOBILITY FEE), AND

1 SECTION 655.507(C) (CALCULATION OF CREDIT),  
2 CHAPTER 655 (CONCURRENCY AND MOBILITY MANAGEMENT  
3 SYSTEM), *ORDINANCE CODE*, TO ALLOW MOBILITY FEE  
4 CREDIT TO BE PROVIDED AND CALCULATED FOR A  
5 TRANSPORTATION BENEFIT TO THE CITY OTHER THAN  
6 FOR THE CONSTRUCTION OF A TRANSPORTATION  
7 IMPROVEMENT PROJECT FUNDED ENTIRELY BY THE  
8 DEVELOPER; WAIVING THE PROVISIONS IN SECTION  
9 655.508 (MOBILITY FEE CONTRACT), CHAPTER 655  
10 (CONCURRENCY AND MOBILITY MANAGEMENT SYSTEM),  
11 *ORDINANCE CODE*, TO ALLOW A MOBILITY FEE CONTRACT  
12 TO ORIGINATE AND CONTAIN EXHIBITS OTHER THAN AS  
13 PRESCRIBED IN THE SECTION WAIVED; PROVIDING FOR  
14 OVERSIGHT BY THE ENGINEERING AND CONSTRUCTION  
15 MANAGEMENT DIVISION OF THE PUBLIC WORKS  
16 DEPARTMENT REGARDING THE ROAD CONSTRUCTION;  
17 PROVIDING FOR OVERSIGHT BY THE PLANNING AND  
18 DEVELOPMENT DEPARTMENT REGARDING THE MOBILITY  
19 FEE CREDITS; PROVIDING AN EFFECTIVE DATE.

20  
21 **WHEREAS**, Ordinance 2017-343-E, authorized the Copper Ridge  
22 Planned Unit Development ("PUD"); and

23 **WHEREAS**, as a part of the approval of the PUD, Oakleaf  
24 Investors, LLC (the "Developer") agreed to dedicate, at no cost to  
25 the City of Jacksonville, a minimum 100-foot wide right-of-way  
26 traversing the PUD property from its southern border at Branan  
27 Field Road Extension to its northern border, which is shared by the  
28 Jacksonville Aviation Authority and contains Cecil Commerce Center;  
29 and

30 **WHEREAS**, the City had the Cecil Field Connector Road as a  
31 construction project planned and funded as part of the Better

1 Jacksonville Plan ("BJP") that would connect Branan Field Road  
2 Extension to the Cecil Commerce Center, but the project has not  
3 been designed or constructed; and

4 **WHEREAS**, the City and the Developer have agreed to enter into  
5 the "Cecil Field Connector Road Cost Sharing and Mobility Fee  
6 Credit Agreement" (the "Agreement"), attached hereto as **Exhibit 2**,  
7 for the Developer to construct not only the 0.58 mile two-lane road  
8 required to access the Copper Ridge PUD residential development  
9 from Branan Field Road Extension, but to expand the project at the  
10 request of the City, to improve the 0.58 mile length with a four-  
11 lane boulevard (the "Improvements"), as more fully described in  
12 **Exhibits "A," "B," "C" and "E" of Exhibit 2**; and

13 **WHEREAS**, the City has determined that the construction and  
14 inspection of the Improvements can most efficiently and cost  
15 effectively be completed by the Developer simultaneously with its  
16 residential development project; and

17 **WHEREAS**, the Developer has provided, at its sole cost, the  
18 design, engineering and permitting for the Improvements, which now  
19 includes all four lanes, rather than just the two lanes that were  
20 required for the Developer to access its PUD; and

21 **WHEREAS**, the City will provide 50% of the funding for the cost  
22 of construction and inspection of the Improvements to the  
23 Developer; and

24 **WHEREAS**, the Improvements include a Transition Area at the  
25 south point of the Improvements that will accommodate travel lane  
26 realignment of the Improvements when Cecil Field Connector Road is  
27 widened to four lanes south of Branan Field Road Extension at some  
28 point in the future; and

29 **WHEREAS**, the City and Developer will split 50/50 the cost of  
30 construction and inspection of the Transition Area and Developer  
31 will provide \$80,000 to the City for its 50% now, rather than when

1 lane realignment in the Transition Area is ultimately required; and  
2 **WHEREAS**, the City will be designing and constructing the four-  
3 lane boulevard, picking up from the point at which the Improvements  
4 end, and extending north to the Cecil Commerce Center (the "North  
5 Section"); and

6 **WHEREAS**, the City has agreed to provide Mobility Fee Credits  
7 to the Developer in exchange for the Developer's partnership  
8 related to the development of the 4-lane boulevard and the  
9 provision of land for stormwater systems in the North Section; now,  
10 therefore

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

12 **Section 1. Appropriation.** For the 2020-2021 fiscal year,  
13 within the City's budget, there are hereby appropriated the  
14 indicated sum(s) from the account(s) listed in subsection (a) to  
15 the account(s) listed in subsection (b):

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

18 (a) Appropriated from:

19 See attached **Exhibit 1** \$5,347,052.68

20 (b) Appropriated to:

21 See attached **Exhibit 1** \$5,347,052.68

22 (c) Explanation of Appropriation: the appropriation above  
23 consists of a \$80,000 contribution from the Developer and a  
24 transfer of \$5,267,052.68 from the Engineering and Design,  
25 Right of Way Acquisition, and Mitigation accounts to the  
26 Construction account within the Better Jacksonville Plan Cecil  
27 Field Connector & Branan-Chaffee to Commerce Center Project to  
28 reimburse the Developer up to the Maximum Improvements  
29 Disbursement Amount of \$2,462,034.00 as described and  
30 allocated in **Exhibit 2** for: 50% of the construction and  
31 inspection costs attendant to the Improvements (which includes

1 the Transition Area). The balance of the transfer and the  
2 additional \$80,000.00 appropriation from the Developer  
3 contribution for the Transition Area will be utilized by the  
4 City to complete the 4-lane boulevard up to the southern  
5 boundary of Cecil Commerce Center (the "North Section").

6 **Section 2. Purpose of Appropriation.** The purpose of the  
7 appropriation above is to provide for the City's cost share funding  
8 to the Developer for the construction and inspection of the  
9 Improvements, and for the funding for the City to design, engineer,  
10 permit construct and inspect the balance of the 4-lane boulevard,  
11 north of the Improvements. The Agreement will facilitate the  
12 construction of the Improvements through the Developer's property,  
13 which will, together with the City's north portion of the  
14 boulevard, connect Branan Field Road Extension to the Cecil  
15 Commerce Center. The Improvements will serve a public purpose as a  
16 means for the City to meet its infrastructure improvements and  
17 public safety needs.

18 **Section 3.** CIP Amendment. Ordinance 2020-505-E, being the  
19 2021-2025 Five-Year Capital Improvement Program for the City and  
20 certain of its independent agencies, is hereby amended to transfer  
21 and increase funding within the project entitled "Cecil Field  
22 Connector & Branan-Chaffee to Commerce Center." The project is more  
23 fully described in the Project Information Sheet, attached hereto  
24 as **Exhibit 3** and incorporated herein by this reference. The Council  
25 finds that the deferral of this amendment of the CIP until the next  
26 annual budget and CIP review will be detrimental to the best  
27 interests of the community because such deferral will result in  
28 higher costs to the City to build the additional two travel lanes  
29 which will facilitate future development. Pursuant to Section  
30 122.605(c), Ordinance Code, enactment of this ordinance requires  
31 the affirmative vote of two thirds of the Council members present

1 at the meeting because of the CIP amendment set forth in this  
2 section. This ordinance shall constitute an amendment to Ordinance  
3 2020-505-E. In all other respects, the Five-Year Capital  
4 Improvement Program approved by Ordinance 2020-505-E shall continue  
5 in full force and effect.

6 **Section 4. Authority to execute the Cecil Field Connector**  
7 **Road Cost Sharing and Mobility Fee Credit Agreement.** The Mayor, or  
8 his designee, and the Corporation Secretary are hereby authorized  
9 to execute and deliver, for and on behalf of the City, the Cecil  
10 Field Connector Road Cost Sharing and Mobility Fee Credit Agreement  
11 (the "Agreement") between the City and the Developer, in  
12 substantially the same form as **Exhibit 2**, attached hereto. City  
13 funding was previously appropriated for this Project by BJP  
14 Legislation 2000-965-E and subsequent transfers. This legislation  
15 provides the Developer authority for, as limited by the Agreement,  
16 the construction and inspection of the Improvements, and for the  
17 City to provide cost share funding to the Developer for undertaking  
18 said activities. The Improvements will traverse the southern  
19 portion of Developer's property and serve a public purpose as a  
20 means for the City to meet its infrastructure and public safety  
21 needs. The Agreement also provides the Developer a Mobility Fee  
22 Credit, which is capped at \$731,227.

23 **Section 5. Waiver of the provisions in Section 655.507(b)**  
24 **(Credit against mobility fee), and Section 655.507(c) (Calculation**  
25 **of Credit), Chapter 655 (Concurrency and Mobility Management**  
26 **System), Ordinance Code.** The City hereby waives the provisions in  
27 Section 655.507(b) (Credit against mobility fee), Chapter 655  
28 (Concurrency and Mobility Management System), *Ordinance Code*, to  
29 allow Mobility fee credit to be provided, and credit calculated,  
30 for a transportation benefit to the City other than for the  
31 construction of a transportation improvement project funded

1 entirely by the developer. In this case, the transportation  
2 benefit to the City includes: : (1) the more timely design and  
3 construction of a project that was included in the Better  
4 Jacksonville Plan (Cecil Field Connector Road) but was never  
5 constructed; (2) relief of the City from the effort to administer  
6 and manage the design and construction of the 0.58 of a mile four-  
7 lane divided boulevard (the "Improvements"); (3) the limitation of  
8 the Mobility fee credit to the Copper Ridge PUD site; (4)  
9 conveyance of the stormwater drainage ponds for the North Section;  
10 (5) temporary construction easements needed for construction of the  
11 North Section and North Section Ponds; (6) easements for access to  
12 and maintenance of the North Section Ponds and related stormwater  
13 drainage facilities; (7) easements for stormwater drainage from  
14 the Improvements; and (8) excavation of the North Section Ponds.  
15 The City also hereby waives the provisions of Section 655.507(c)  
16 (Calculation of Credit), in order to address the unique  
17 circumstances in this public private partnership. The Mobility fee  
18 credit is based upon the Mobility fee that would be generated by  
19 310 single family homes, which is the intent of the developer to  
20 construct on the Copper Ridge PUD site. The authorization for the  
21 credit for this fee results from the benefits to the City described  
22 above, and as described in **Exhibit K** of **Exhibit 2** (Memorandum from  
23 the Director of the Planning and Development Department to Council  
24 President Hazouri), attached hereto.

25 **Section 6. Waiver of the provisions in Section 655.508**  
26 **(Mobility fee contract), Chapter 655 (Concurrency and Mobility**  
27 **Management System), Ordinance Code.** The City hereby waives the  
28 provisions in Section 655.508 (Mobility fee contract), Chapter 655  
29 (Concurrency and Mobility Management System), *Ordinance Code*, to  
30 allow a Mobility fee credit contract to originate and contain  
31 exhibits other than those prescribed in Section 655.508. The

1 construction of the Improvements in this case, in and of itself, is  
2 independent of the criteria generally considered for a Mobility fee  
3 credit contract. The criteria in the Code include: the proposed  
4 land uses or development uses permitted on the land; the Future  
5 Land Use Map series designation; and the written description of the  
6 intended plan of development or the site development plan for the  
7 land subject to the Mobility Fee Contract. Instead of those  
8 exhibits, the Agreement contains more than twice the number of  
9 appropriate exhibits used to explain and support the Agreement.

10 **Section 7. Oversight of Improvements.** Oversight of  
11 the Improvements project and the Agreement shall be provided by the  
12 Engineering and Construction Management Division of the Public  
13 Works Department.

14 **Section 8. Approval and Oversight of Mobility Fee Credit.**

15 The Director of the Planning and Development Department is  
16 hereby authorized to issue to the Developer Mobility Fee Credit in  
17 the amount of \$731,227 for use exclusively on the Copper Ridge PUD  
18 property that was approved by ordinance 2017-343-E. The Mobility  
19 Fee Credit amount is based upon the Mobility Fee which would have  
20 been due for the development of 310 single family residential  
21 units. The Mobility Fee Credit is capped at \$731,227. As  
22 explained in Section 4 above, and in Exhibit K to the Agreement,  
23 attached hereto as **Exhibit 2**, the Mobility Fee Credit is being  
24 provided by the City for the Developer's willingness to undertake  
25 the Improvements, which will, together with the 0.36 mile portion  
26 of the boulevard that will be designed and constructed by the City,  
27 provide a four-lane boulevard as a "backdoor" access to the Cecil  
28 Commerce Center.

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



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Form Approved:

      /s/ Harry M. Wilson, IV      

Office of General Counsel

Legislation prepared by: Susan C. Grandin and Reece Wilson

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